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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 53

13 Januarie 1984

WET OP ARBEIDSVERHOUDINGE, 1956

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, BLOEMFONTEIN.—INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings R. 896 van 27 Mei 1977, R. 2227 van 28 Oktober 1977, R. 1494 van 21 Julie 1978, R. 686 van 30 Maart 1979, R. 44 van 4 Januarie 1980, R. 979 en R. 980 van 16 Mei 1980, R. 598 en R. 599 van 20 Maart 1981, R. 1365 en R. 1366 van 26 Junie 1981, R. 2373 van 30 Oktober 1981, R. 1487 en R. 1488 van 16 Julie 1982, R. 1850 van 27 Augustus 1982, R. 94 en R. 95 van 21 Januarie 1983, R. 533 van 11 Maart 1983, R. 966 van 13 Mei 1983 en R. 2649 van 2 Desember 1983, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

P. T. C. DU PLESSIS, Minister van Mannekrag.

No. R. 54

13 Januarie 1984

WET OP ARBEIDSVERHOUDINGE, 1956

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, BLOEMFONTEIN.—HOOFOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, 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 vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 53

13 January 1984

LABOUR RELATIONS ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.—CANCELLATION OF GOVERNMENT NOTICES

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 896 of 27 May 1977, R. 2227 of 28 October 1977, R. 1494 of 21 July 1978, R. 686 of 30 March 1979, R. 44 of 4 January 1980, R. 979 and R. 980 of 16 May 1980, R. 598 and R. 599 of 20 March 1981, R. 1365 and R. 1366 of 26 June 1981, R. 2373 of 30 October 1981, R. 1487 and R. 1488 of 16 July 1982, R. 1850 of 27 August 1982, R. 94 and R. 95 of 21 January 1983, R. 533 of 11 March 1983, R. 966 of 13 May 1983 and R. 2649 of 2 December 1983 with effect from the second Monday after the date of publication of this notice.

P. T. C. DU PLESSIS, Minister of Manpower.

No. R. 54

13 January 1984

LABOUR RELATIONS ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.—MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, 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 unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5, 7 (4) (f), 21, 22, 24 (8), 26 (3) van Hoofstuk 1, 1 (1)bis, 1 (1)ter, 1 (4) (b), 4 en 5 van Hoofstuk IV, 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.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID (BLOEMFONTEIN)

OOREENKOMS

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

Master Builders' and Allied Trades Association, Bloemfontein

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

Amalgamated Union of Building Trade Workers of South Africa

en

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Bloemfontein).

INDELING VAN OOREENKOMS

HOOFSTUK I

1. Gebied en toepassingsbestek van Ooreenkoms.
2. Geldigheidsduur van Ooreenkoms.
3. Woordomsakrywing.
4. Lone.
5. Indiensneming van werknemers.
6. Indiensneming van jeugdiges.
7. Betaling van besoldiging.

(4) Aftrekkings.

(5) Betaling van skofwerk.

(8) Betaling vir opskorting van diens.

(9) Betaling t.o.v. openbare vakansiedae.

8. Registrasie van ambagsmanne, vakmanne, meestervakmanne en leerlinge.
9. Verbode diens.
10. Werkdae en werkeure.
11. Oortydwerk, betaling vir oortydwerk en werk op sekere dae.
12. Jaarlikse verlof en openbare vakansiedae.
13. Diensbeëindiging.
14. Toesluitplekke en bewaring van gereedskap.

(3) Vergoeding t.o.v. verlore gereedskap.

15. Verskaffing van gereedskap.
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17. Kontrak vir slegs arbeid.
18. Aansporingskemas.
19. Huur van arbeid.
20. Administrasie van Ooreenkoms.
21. Agente.
22. Vakverenigingbeamptes.
23. Registrasie van werkgewers.
24. Loonwaarborg.
25. Ongevalledekking.
26. Kennisgewingbord.
27. Vertoning van Ooreenkoms en opklap van kennisgewings.
28. Natweerskuiling.
29. Latrines.
30. Verversings.
31. Eerstehulp.
32. Vrystellings.
33. Tyd- en loonregisters wat werkgewers moet byhou.
34. Opgawes wat werkgewers moet voorleë.
35. Algemeen.

(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, 5, 7 (4) (f), 21, 22, 24 (8), 26 (3) of Chapter I, 1 (1)bis, 1 (1)ter, 1 (4) (b), 4 and 5 of Chapter IV, 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.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)

AGREEMENT

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

Master Builders' and Allied Trades' Association, Bloemfontein

(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

and

White Building Workers' Union

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

being the parties to the Industrial Council for the Building Industry (Bloemfontein).

ARRANGEMENT OF AGREEMENT

CHAPTER I

1. Area and scope of application of Agreement.
2. Period of operation of Agreement.
3. Definitions.
4. Wages.
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6. Employment of juveniles.
7. Payment of remuneration.
 - (4) Deductions from wages.
 - (5) Payment for shiftwork.
 - (8) Payment for suspension of employment.
 - (9) Payment in respect of public holidays.
8. Registration of artisans, craftsmen, master craftsmen and learners.
9. Prohibited employment.
10. Work-days and hours of work.
11. Overtime, payment for overtime and work on certain days.
12. Annual leave and public holidays.
13. Termination of service.
14. Lock-ups and storage of tools.
 - (3) Compensation for tools lost.
15. Provision of tools.
16. Travelling allowance, transport and travelling time.
17. Labour-only contracts.
18. Incentive schemes.
19. Hire of labour.
20. Administration of Agreement.
21. Agents.
22. Trade Union Officials.
23. Registration of employers.
24. Wage guarantee.
25. Coverage under Workmen's Compensation Act.
26. Notice-board.
27. Exhibition of Agreement and posting of notices.
28. Wet weather shelter.
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32. Exemptions.
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2. Woordoms krywing.
3. Registrasie van werknemers.

HOOFSTUK III**MASSAVERVAARDIGING**

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2. Woordoms krywing.
3. Werkdae en werkure.
4. Oortydwerk, betaling vir oortydwerk en werk op sekere dae.
5. Stukwerk.
6. Skofwerk.
7. Betaling vir skofwerk.
8. Uniforms, oorpakke en beskermende klere.
9. Registrasie van werknemers.

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1. Aanvullende besoldiging en bydraes.
 - (1) Betalings aan Raad.
 - (2) Betaling van toelae deur werkgever.
 - (3) Aftrekkings van lone.
2. Betaling t.o.v. jaarlikse verlof.
3. Uitgawes van die Raad.
4. Spesiale lidmaatskapheffing: Werkgevers.
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HOOFSTUK V**FONDSE**

1. Woordoms krywing.
2. Stigting en voortsetting van die Fondse.
3. Administrasie van die Fondse.
4. Werking van die Fondse.
5. Ouditering van die Fondse.
6. Likwidasië van die Fondse.
7. Verstryking van die Ooreenkoms.
8. Besondere bepalinge t.o.v. die onderskeie Fondse.
 - (1) Vakansiefonds vir die Bounywerheid.
 - (2) Mediese Bystandfonds vir die Bounywerheid.
 - (3) Siekefonds vir die Bounywerheid.
 - (4) Nasionale Ontwikkelingsfonds vir die Bounywerheid.
 - (5) Werwings- en Opleidingsfonds van die Bounywerheid.
 - (6) Pensioenskema vir die Bounywerheid, Bloemfontein.
9. Bystand onvervreembaar.
10. Reserwes van Fondse.

HOOFSTUK VI

Veiligheidsmaatreëls.

HOOFSTUK I**1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

(a) deur alle werkgevers wat lede is van die werkgeversorganisasie en alle werknemers wat lede is van die vakverenigings;

(b) in die gebied binne 'n straal van 24,14 kilometer vanaf die Hoofposkantoor, Bloemfontein.

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

(a) slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgegryp word en op leerlingambagsmanne;

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

(c) van toepassing op kwekelinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(d) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;

(e) van toepassing op voormanne en algemene voormanne;

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

(g) nie van toepassing op persone wat betrokke is by die installering en/of bedrading van elektriese lig, verwarmings- of ander permanente vaste elektriese toebehore in geboue of die herstel of onderhoud van hysers in geboue nie.

(h) 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;

CHAPTER II**SPECIAL TRADES**

1. General.
2. Definitions.
3. Registration of employees.

CHAPTER III**MASS MANUFACTURING**

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3. Days and hours of work.
4. Overtime, payment for overtime and work on certain days.
5. Piece-work.
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7. Payment for shiftwork.
8. Uniforms, overalls and protective clothing.
9. Registration of employees.

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 - (1) Payment to Council.
 - (2) Payment of contributions by employer.
 - (3) Deductions from wages.
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5. Trade union subscriptions.

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2. Establishment and continuation of the Funds.
3. Administration of the Funds.
4. Operation of the Funds.
5. Audit of the Funds.
6. Liquidation of the Funds.
7. Expiry of the Agreement.
8. Special provisions in respect of the Funds.
 - (1) Building Industry Holiday Fund.
 - (2) Building Industry Medical Aid Fund.
 - (3) Building Industry Sick Fund.
 - (4) National Development Fund for the Building Industry.
 - (5) Building Industries Recruitment and Training Fund.
 - (6) Bloemfontein Building Industry Pension Fund.
9. Benefits inalienable.
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CHAPTER VI

Safety measures.

CHAPTER I**1. AREA AND SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

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

(b) in the area within a radius of 24,14 kilometres from the General Post Office, Bloemfontein.

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

(a) only apply to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;

(b) apply to 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;

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

(d) apply to working partners and working directors, principals and contractors;

(e) apply to foremen and general foremen;

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

(g) not apply to persons who are engaged in the installation or wiring of lighting, heating or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings;

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

(i) nie van toepassing op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika nie;

(j) onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bounywerheid en Meubelnywerheid.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag 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—

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

“ambagsman” iemand wat as sodanig geregistreer is ingevolge klousule 8 van Hoofstuk I van hierdie Ooreenkoms en wat as sodanig geskoolde werk soos omskryf mag verrig;

“ambagsman se assistent” 'n leerlingambagsman wat nie geslaag het in die derdejaartoeëts 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 die deurlopende toesig van 'n vakman te verrig;

“agent” iemand deur die Raad ingevolge artikel 62 (7) van die Wet op Arbeidsverhoudinge, 1956, aangestel;

“blok” 'n bouwerkeenhede met 'n volume groter as 0,006 kubieke meter, bereken op die buitemate van die bouwerkeenhede;

“bloklêer” 'n werknemer wat as sodanig by die Raad geregistreer is, wat een jaar ondervinding het as leerlingbloklêer, wat in die vaardigheidstoeëts geslaag het, en wat toegelaat is om een of meer van die volgende werksaamhede te verrig:

Blokke soos omskryf in mastik of dagha lê, maar nie uitlêwerk, hoogtes meet, hoeke in die lood bring, vensterrame en deursnyne in posisie plaas, profiële of setmate oprig of rivoegwerk doen nie;

“Bounywerheid” sonder om 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 of uitgevoer word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of ondervindings daarvan:

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere, platte 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 van teer, macadam, neuchatel, limmer of 'n ander tipe soliede of halfsoliede 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;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steen werk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalkaatswerk aan erdepyriole;

takpoeleerwerk, wat poleerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

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

skrynwerk, wat die volgende insluit: Die vassit van alle los houttoehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikels vervaardig of berei het, dit in die gebou of bouwerk vassit of nie, en ook rakkaste, kombuiskaste of ander vaste kombuistoehore wat 'n permanente deel van die gebou uitmaak;

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;

(i) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;

(j) be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and Furniture Industry.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower 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—

“Act” means the labour Relations Act, 1956;

“apprentice” means an employee serving under a written contract of apprenticeship, registered or deemed to have been registered under the provisions of the Manpower Training Act, 1981, and includes a minor employed on probation under that Act;

“artisan” means any person registered as such in terms of clause 8 of Chapter I of this Agreement and who is permitted to perform skilled work as defined;

“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;

“agent” means a person appointed by the Council in terms of section 62 (7) of the Labour Relations Act, 1956;

“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;

“block layer” means an employee registered as such with the Council, who has one year experience as a learner block layer, who has passed the proficiency test and who is permitted to perform any one or more of the following activities:

Laying blocks, as defined, in mastic or dagha, but excluding setting out, taking levels, the plumbing of angles, the placing in position of door jams and window frames, setting up of profiles or jigs, or tuck pointing;

“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:

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;

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

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

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

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

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;

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 gegiet of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, 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 klipwerk-gereedschap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

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;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, 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 te voorbereiding vir die werksaamhede soos voornem, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortfels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisie- pleister, 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, voorafgegierte of kunsklipwerk, muur- en vloerteëlwerk, plavei- 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;

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

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstaltkaste, toonbankskerms en binnenshuise los en vaste toebehore;

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

staalkonstruksie, wat die volgende insluit: Die vassit van alle soorte staal- of ander metaalpilare, lêers, staalbalkke of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

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 asbesisolasie, houtdraaiwerk, komposisieplafonne en -muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame snyafwerk- 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 gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die Komersiële Distribusiebedryf is, die uitgesluit moet word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel van die reestreekse koste van die klant uitmaak nie;

"bevoegde persoon" iemand wat—

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

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

"kleedkamer" 'n geskikte afdak, kamer of soortgelyke bevredigende akkommodasie met 'n minimum skoonvloer ruimte van sewe vierkante meter, wat bestaan uit vier mure en 'n dak en gemaak is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat skoon gehou word en wat veilig toegesluit kan word om 'n geskikte plek vir die veilige bewaring van werknemers se klere te verskaf; en so 'n kleedkamer mag vir geen ander doel gebruik word nie as om daarin te verkleed en om die werknemers se klere veilig daarin te bewaar;

"vakman" iemand wat as sodanig geregistreer is ingevolge klousule 8 van Hoofstuk I van hierdie Ooreenkoms en wat as sodanig geskoolde werk soos omskryf mag verrig;

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;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builder's 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;

painting, which includes decorating, paper-hanging, glazing, 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;

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, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

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

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

woodworking, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, 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, 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 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;

"competent person" means a person who—

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

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

"change-room" means any suitable shed, room or similar satisfactory accommodation with a minimum clear floor space of seven square metres, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, kept clean and which can be securely locked to provide a suitable place for the safe-keeping of employees' clothing; and such change-room shall not be used for any other purpose than for the changing of clothing and the safe keeping of employees' clothing.

"craftsman" means any person registered as such in terms of clause 8 of Chapter I of this Agreement and who is permitted to perform skilled work as defined;

"skoonmaker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Die skoonmaak en/of was van persele, deure, vensters, toerusting, gereedskap, masjinerie, meubels, voertuie, tenks, houers of ander artikels, met inbegrip van die poleer van vloere, meubels of voertuie, die borsel van matte, die verwydering van oortollige afvalmateriaal, die gelykmaak van persele en ander skoonmaakaktiwiteite wat met die voorafgaande gepaard gaan;

"Raad" die Nywerheidsraad vir die Bounywerheid, Bloemfontein wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"bydraekaart" die amptelike kaart wat die Raad elke jaar aan elke werknemer in die Nywerheid uitreik, en by die toepassing van hierdie Ooreenkoms het "Vakansiefondskaart" dieselfde betekenis;

"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 toesig kan uitoefen;

"dag" die tydperk van 24 uur van middernag tot middernag;

"noodsaaklike dienste" alle werk wat noodwendig verrig moet word ten einde die voortsetting van 'n ander nywerheid, saak of onderneming te verseker, of 'n dringende aangeentheid wat nie gedurende die gewone werkdag soos in klousule 10 (1) van Hoofstuk I voorgeskryf word afgehandel kan word nie;

"noodwerk" werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker of ander werk van dringende noodsaaklikheid wat nie voorsien of verhoed kon word nie;

"werknemer" 'n persoon soos omskryf in die Wet op Arbeidsverhoudinge, 1956, en ook 'n werkende direkteur of 'n werkende vennoot;

"werkgever" 'n persoon soos omskryf in die Wet op Arbeidsverhoudinge, 1956, en ook 'n direkteur of 'n regspersoon;

"voorman" 'n werknemer wat—

(a) hoofsaaklik in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan doen;

(b) werk aan ander werknemers onder sy beheer en toesig uitdeel;

(c) dissipline handhaaf; en

(d) regstreeks aan 'n algemene voorman of die werkgever of die werkgever se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein;

"algemene voorman" 'n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toesig hou, en wie se pligte die volgende insluit:

(a) Toesighouding;

(b) hantering van 'n kontrak of kontrakte;

(c) handhawing van dissipline;

(d) verantwoordelikheid aan die werkgever vir doeltreffendheid en produksie op die terrein(e);

(e) en wat ook geskoolde werk kan doen, hetsy in die hoedanigheid van instrukteur of andersins;

"algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) *Asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere:*

Vir vure sorg en skoonmaakwerk verrig;

voglæ sny en in posisie plaas;

asfaltmacadam meng; materiaal op die lêterrein stort en plaas; rolwerk met handrollers verrig;

mastikasfalt in potte meng en aangesmeerde mastik onder toesig vryf totdat dit koud is;

(b) *die pak van blokke en/of stene:*

In- en uittandings inkap vir baksteenverbandwerk;

voeë tussen steenwerk en betonbalke opvul;

voeë in stene en vloerteëls met bry vul en dit skoonmaak;

die pak van blokke by die konstruksie van betonvloere en betondakke;

die pak van blokke wat nie in dagha of mastik vasgesit word nie;

los teëls op oppervlakke lê sonder bedding;

staanders, blaie en dergelike muurwerkkomponente in posisie plaas, waarby loodregstel nie vereis word nie;

die bryvulling van voeë in mure en plaveisel;

voegstryking, uitgesonderd voegvulwerk, onder toesig;

die bediening van 'n karborundum-, wolfram- en/of diamantsaag of soortgelyke uitrusting;

(c) *skrynwerkwinkeluitrustingswerk:*

Geskoolde werknemers help om lym aan trappe of houtoppervlakke te smeer voordat dit vasgeklem of gepeers word;

tapgate skoonmaak;

staalveerklemme aan aluminiumdekstroke vassit;

"cleaner" means an employee engaged on any one or more of the following activities:

Cleaning and/or washing premises, doors, windows, equipment, tools machinery, furniture, vehicles, tanks, containers or other articles including polishing floors, furniture or vehicles, brushing carpets, removing excess waste materials, levelling of premises and other cleaning activities incidental to the foregoing;

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

"contribution card" means the official card issued by the council to each employee in the Industry in each year and "Holiday Fund Card" shall have the same meaning for the purposes of this Agreement;

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

"day" means the period of 24 hours from midnight to midnight;

"essential services" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 10 (1) of Chapter I;

"emergency work" means any work which must urgently be performed to ensure the health and safety of the public or other work of pressing necessity which could not have been foreseen or prevented;

"employee" means a person as defined in the Labour Relations Act, 1956, and a working director or working partner;

"employer" means a person as defined in the Labour Relations Act, 1956, and a director or legal person;

"foreman" means an employee who—

(a) is primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;

(b) gives out work to other employees under his control and supervision;

(c) maintains discipline; and

(d) is directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on the site;

"general foreman" means an employee who gives out work to and directly co-ordinates and supervises those categories of employees covered by this Agreement and whose duties encompass the following:

(a) Supervision;

(b) taking charge of a contract or contracts;

(c) maintenance of discipline;

(d) responsibility to the employer for efficiency and production on the site(s);

(e) and who may perform skilled work, whether in an instructional capacity or otherwise;

"general worker" means an employee engaged in any one or more of the following operations:

(a) *Asphalting, waterproofing, and/or damp proofing to roofs, walls, ceilings and/or floors:*

Attending to fires and cleaning up;

cutting dampcourse and placing in position;

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

mixing mastic asphalt in pots and rubbing up laid mastic until cold, under supervision;

(b) *block and/or brick setting:*

Cutting of toothings and indents for bonding brickwork;

filling in joints between joints of brick and concrete beam;

grouting of joints in bricks and tile floors and cleaning off;

laying of blocks in the construction of concrete floors and concrete roofs; laying of blocks not bedded in mortar or mastic;

laying loose tiles on surfaces without bedding;

placing into position of uprights, slabs and similar walling components, where no plumbing is required;

grouting in joints in walling and paving;

jointing, excluding pointing, under supervision;

operating a carborundum, tungsten or diamond saw or similar equipment.

(c) *joinery/shopfitting:*

Assisting skilled employees in applying glue to tenons or wood surfaces prior to cramping or pressing;

cleaning mortices;

fixing of steel spring clips to aluminium cover strips;

(d) metaalwerk:

Staalvensters en -deurkosyne onder toesig koppel;
metaal met krag- of handmasjiene boor of pons en moerdraad daarin sny;

kloue aan staalvensters en -deurkosyne aanbring;

'n kragaangedrewe slypmasjien op metaal bedien;

handvylwerk;

(e) verfwerk, versiering/beglasing:

Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelike materiaal;

rubberlym aan sementteëls op dakke met 'n koolborsel aanbring;

geskoolde werknemers help deur die draadholtes in hout op te vul voordat houtoppervlakke met 'n doek opgevyf word;

kiaat of ander soorte hardhout skoonmaak met behulp van oplosmiddels en staalwol;

glas skoonmaak nadat ruite ingesit is;

voltooië rame skoonmaak voordat stopverf aangebring word;

stopwerk brei totdat dit die regte stewigheid het;

voeë en agterkante van klip met 'n waterdigtingsmengsel verf; asfalt en/of ander komposisieplate en -dakke met bituminese aluminiumverf verf of spuit;

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

alle bouersuitrusting met preserveermiddels verf;

grondlae van bitumastik of waterdigtingsoplossings aan oppervlakke aanbring;

los en afskilferende verf van geute, rioolpype of ander oppervlakke verwyder. Met dien verstande dat, wanneer 'n blaaslamp of verpopsmiddel gebruik word, die werk onder toesig gedoen moet word;

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

oppervlakke wat voorheen afgewit was of ander oppervlakke afskraap en afvyf;

mure of ander oppervlakke afskraap of afwas vir verfwerk;

timmerhout met 'n preserveermiddel behandel;

allerlei skuurmiddels, met inbegrip van vryfmiddels, met die hand aanwend op voorbereidingswerk vir verf- en spuitverfwerk, met inbegrip van die gebruik van skuurpapier;

nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verpopsmiddel gebruik word;

vloeibare verglanser op baksteenwerk of slasto aanbring;

witkalk en sementstryksel op alle oppervlakke aanbring;

dekoratiewe bitumastik aan rioolpype aanbring;

chemiese kleefstowwe aan sinkdakke met 'n verfkwas aanbring;

vlambehandeling onder toesig;

(f) pleisterwerk:

Saksmeerwerk aan mure en plafonne verrig;

gietvorms met 'n voorwerk- of betonmengsel met 'n skopgraaf vul;

gebreke in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvyf;

beton gooi en gelykmaak, 'n betontriller bedien, en help met die afvlakwerk;

voeë tussen bakstene uitkrap en oppervlakke vir pleisterwerk gereedmaak;

gietvorms opstel en bekisting en gietsels stroop;

die nate van gietvorms onder toesig met die hand of 'n stukkie blik met gips toestop;

die vulsel in gietvorms vasstamp;

(g) loodgieterswerk:

Pype en staaltawe, uitgesonderd dié van koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny;

lasse in riole kalfater;

(h) staalwerk:

Staal ophys en in posisie plaas;

(i) klipwerk, klippesselwerk en monumentwerk:

Help om klip in posisie te plaas en saaglemme in te sit met die doel om hangsaie en poleer- en/of slypsteenmasjinerie te bedien;

hangsaie onder toesig bedien;

onder die periodieke toesig van 'n geskoolde werknemer 'n duntermasjien, met inbegrip van 'n handduntermasjien, 'n draaibank, sirkelsae (ten opsigte van monumentwerk), klippoleermasjinerie, met inbegrip van handpoleeruutrusting, lettersnymasjiene, hang- en spansae, kompressors, druklugwerktuie op vooraf gegiete en ander klip bedien;

gereedskap skerpmak;

(d) metal work:

Coupling steel windows and door frames, under supervision;

drilling or punching and tapping metal by power or hand machines;

fixing lugs to steel windows and door frames;

operating a power-driven grinding machine on metal;

filing by hand;

(e) painting, decorating/glazing:

All work preparatory to the application of Kenitex or similar materials;

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

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

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

cleaning of glass after glazing;

cleaning completed frames in preparation for puttying;

kneading of putty to correct consistency;

painting of joints and backs of stone with waterproofing compound;

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

preparing roofs, including scraping and wirebrushing, prior to painting;

preservative painting of all builders' plant;

priming of surfaces with bitumastic or waterproofing solutions;

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

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

scraping and rubbing down previously limewashed or other surfaces;

scraping or washing of walls or any surfaces for painting;

treating timber with preservative;

use of abrasives of all kinds by hand, including rubbing compounds or preparatory work in painting and spraying, including the use of sand-paper;

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

applying any liquid reviver to brickwork or slasto;

applying limewash and cement wash on all surfaces;

applying decorative bitumastic to sewage pipes;

applying chemical adhesive to corrugated iron roofs by means of a paint brush;

flame treatment, under supervision;

(f) plastering:

Bagging down walls and ceilings;

filling of moulds with a facing mixture or concrete mixture, using a shovel;

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

laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding;

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

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

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

tamping of the filling in moulds;

(g) plumbing:

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

caulking of joints in drains;

(h) steelwork:

Hoisting of steel and laying into position;

(i) stonework, masonry and monumental work:

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;

attending swing saws under supervision;

operating a dunter, including a hand dunter, turning lathe, circular saws (in respect of monumental work), stone polishing machinery, including hand polishing equipment, letter-cutting machines, swing and frame saws, compressors, pneumatic tools on precast and other stone, under the periodic supervision of a skilled employee;

sharpening of tools;

(j) boutimmerwerk:

Geskoolde werknemers help om staaltutte in posisie te plaas, dit aan draagbalke vas te maak en op die vereiste hoogte te stel;
dakpanne met 'n handteelmassien sny;
steierpale of stutte afsaag;

steierwerk onder toesig van 'n uitrustingsbediener oprig;
asfaltplate aan die kante van staal- en houtrame aanbring;
hoepelyster, staal- of draadverstywers aanbring om bekisting te versterk;

bekisting ophys en in posisie plaas maar nie vassit nie;

bekisting afbreek;

dakpanne met draad vasbind;

houtstutte opwig;

dakteëls van terra-cotta en sement vassit;

dekplate vassit;

(k) teëlwerk:

Kleefstowwe aan mure aanbring;

vloerpolitoer aanbring;

voeë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryk- en voegvulwerk;

die groottes van muur- en vloerteëls meet;

(l) houtmasjienerwerk:

Materiaal van alle houtwerkmasjiene afneem;

materiaal onder toesig in roltoevoerhoutwerkmasjiene voer;

(m) ander:

Geskoolde werknemers of hoër gegradeerde werkers help wanneer nodig, sonder om sodanige werk van 'n hoër graad te verrig;

afval- of oumetaal met die hand of 'n masjiene baal;

staalwapeningsmateriaal bind of met draad vasbind, en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit;

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

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

hoepelyster sny, buig en gate daarin maak;

afvalmetaal met die hand in stukke sny;

klip of grond vir fondamente, slote, riole en kanale uitgrawe of uithaal; uitgrawingswerk vir grond, sagte en harde rots, met gebruikmaking van 'n klopboor, en die uitgegrawe klip en grond verwyder;

sand, klip en sement afneem;

materiaal en goedere op- en aflaai;

beton met die hand of 'n masjiene meng;

masjinerie olie en smeer;

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

hystoestelle oprig;

afgewerkte voorvlakke van produkte met die hand afskraap deur gebruik te maak van 'n staaldraadborsel en 'n skroborsel;

materiaal met 'n skopgraaf in 'n dagha- of betonmengmasjiene invoer of dit daar uithaal;

sand met die hand sif en dagha of beton met skopgrawe met die hand meng;

baksteen- en betonwerk met skroborsels afwas en gebruikte stene skoonmaak;

'n sandstraalmasjiene of soortgelyke uitrusting onder toesig bedien;

dakke met gras bedek;

vinieldekstroke aanmekeer sweis;

"Nywerheid" die Bou- en/of Monumentklipmesselnywerheid;

"leerling-ambagsman" 'n werknemer wat by sy werkgever in diens is ooreenkomstig 'n skriftelike dienskontrak wat behoorlik deur die Raad goedgekeur en by die Raad geregistreer is, wat geskoolde werk mag verrig om hom sodoende te bekwaam as 'n geskoolde werknemer, en wat nie vir 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, kwalifiseer nie;

"leerling-blokkêr" 'n werknemer wat in die voorgeskrewe aanlegtoets geslaag het en wat as sodanig by die Raad geregistreer is en wat blokke soos omskryf in mastik of dagha lê, maar nie uitleëwerk, hoogtes meet, hoeke in die lood bring, deursnyne en vensterrame in posisie plaas, profiele of setmate oprig of rivoegwerk doen nie;

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, wat gemaak is van beton, baksteen, hout, yster of 'n kombinasie daarvan, wat veilig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefwering voorsien is en wat geheel en al so gebou is dat die gereedskap en klere van werknemers te eniger tyd veilig daarin bewaar kan word;

(j) structural carpentry:

Assisting skilled employees in placing of steel props and fixing to bearers and adjusting to heights;

cutting of roofing tiles with tile handcutting machine;

cutting scaffold poles or props;

erecting scaffolding under the supervision of a plant operator;

fixing asphalt sheeting to sides of steel and wood frames;

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

hoisting shuttering and placing in position but not fixing;

stripping shuttering;

tying of roof tiles with wire;

wedging up wood props;

fixing of terra-cotta and cement roofing tiles;

fixing of decking plates;

(k) tiling:

Applying of adhesives to walls, applying of floor polish;

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

gauging sizes of wall and floor tiles;

(l) woodmachining:

Drawing off materials from all woodworking machines;

feeding material to roller-fed woodworking machine, under supervision;

(m) other:

Assisting skilled employees or higher graded workers wherever necessary, but not to perform such higher graded work;

baling waste or scrap metal by hand or machine;

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

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

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

cutting hoop iron, bending and holing;

cutting up scrap metal by hand;

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

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

gauging sand, stone and cement;

loading and unloading materials and goods;

mixing concrete by hand or machine;

oiling and greasing machinery;

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

erecting hoists;

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

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

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

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

operating a sand blasting machine or similar equipment, under supervision;

cladding roofs with grass;

welding together vinyl decking strips;

"Industry" means the Building and/or Monumental Masonary Industries;

"learner artisan" means an employee employed by his employer under a written contract of service duly approved by and registered with the Council, who is permitted to perform skilled work, to enable him to qualify as a skilled employee, and who does not qualify for an apprenticeship in terms of the Manpower Training Act, 1981;

"learner block layer" means an employee who has passed the prescribed aptitude test and who is registered as such with the Council and who is laying blocks, as defined, in massic or dagha, but excluding setting out, taking levels, the plumbing of angles, the placing in position of door jambs and window frames, setting up of profiles or jigs, or tuck pointing;

"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 burglarproofed, the whole to be so constructed as to provide a place for the safe-keeping of employees' tools and clothes at any time;

"minderjarige" 'n werknemer in diens in 'n ambag aangewys kragtens die Wet op Mannekragopleiding, 1981, gedurende die proeftydperk in dié Wet voorgeskryf;

"meestervakman" iemand wat as sodanig geregistreer is ingevolge klousule 8 van Hoofstuk I van hierdie Ooreenkoms en wat as sodanig geskoolde werk soos omskryf mag verrig;

"Monumentklipmesselnywerheid" die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is om grafstene of ander monumente te maak en/of oor grafte op te rig en/of om grafte op te bou;

"gewone werkure" die werkure voorgeskryf in klousule 10;

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werkure wat in klousule 10 van Hoofstuk I voorgeskryf word, en omvat tyd wat gewerk word op openbare vakansiedae of gedurende die vakansietydperk wat in klousule 12 van Hoofstuk I voorgeskryf word;

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

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

Hyskrane, grondverskuiwingsmasjinerie en/of soortgelyke uitrusting, pyrok- of soortgelyke masjiene, roterende kragvlakmasjiene, krag-aangedrewe slypmasjiene, masjinerie op metaalwerk of soortgelyke masjinerie en swaai-arm-hystoestelle bedien;

voertuie, meganiese stortwaens en trekkers dryf;

houtwerkmasjinerie onder toesig van 'n geskoolde werknemer bedien;

staalbekisting monteer;

dakke met Kenitex of soortgelyke materiaal bespuit;

toesig hou oor die oprigting van steierwerk;

"Sekretaris" die Sekretaris van die Raad, en omvat dit 'n beampde wat deur die Raad benoem word om namens die Sekretaris op te tree;

"geskoolde werknemer" 'n ambagsman se assistent, leerling-ambagsman, vakleerling, kwekeling, ambagsman, vakman, meester-vakman, voorman of algemene voorman wat in hierdie Ooreenkoms toegelaat word om geskoolde werk te verrig;

"geskoolde werk" werk wat in die Bou- en/of Monumentklipmesselnywerheid, soos omskryf, verrig word, behalwe werk soos omskryf in die omskrywings van "algemene werker", "leerling-bloklêër", "bloklêër", "waterdigtingspanleier", "waterdigtingswerker", "plafon- en afskortingswerker", "leerling-plafon- en afskortingsoprigter", "veerkragtigevloerlêër", "leerling-veerkragtigevloerlêër", "matinstalleerder", "leerling-matinstalleerder", "masjienbediener", "vervaardigingswerker", "skrynwerkmonteerder";

"afskuim" die aanbring van die afwerklaag aan sement- of kalkpleister of ander agterwerk, soos byvoorbeeld veselbord of gipsbord, met geskikte gereedskap en dekoratief of glad afwerk, of as finale afwerking of vir die gewone verf- of ander dekmateriaal;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en allerlei soorte kerkhofgedenkstene;

"geskikte slaapplek" 'n waterdigte onderdak wat stewig toegesluit kan word, met 'n houtvloer en die nodige geskikte wasgeriewe, voubeddens, matrasse en aparte toiletgeriewe;

"taalwerk" 'n werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of gelewer moet word, vasgestel word as 'n voorwaarde van die loon voorgeskryf in klousule 4;

"kwekeling" 'n werknemer wat 'n opleidingstydperk ondergaan ingevolge die Wet op Mannekragopleiding, 1981;

"bewys" die amptelike bewys wat die Raad uitreik, en by die toepassing van hierdie Ooreenkoms het "bewys" en "seël" dieselfde betekenis;

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 4 van Hoofstuk I in die vorm van geld aan die werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 10 van Hoofstuk I voorgeskryf. Met dien verstande dat as 'n werkgever 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 van Hoofstuk I voorgeskryf word, dit sodanige hoër bedrag beteken.

Vir die toepassing van hierdie omskrywing beteken "gereeld" twee agtereenvolgende betalings;

"wag" 'n werknemer wat persele, geboue, hekke, voertuie, boumateriaal of ander eiendom bewaak;

"minor" means an employee employed in a trade designated under the Manpower Training Act, 1981, during the probationary period prescribed in that Act;

"master craftsman" means any person registered as such in terms of clause 8 of Chapter I of this Agreement and who is permitted to perform skilled work, as defined;

"Monumental Masonary Industry" means the Industry in which employers and employees are associated for the purpose of making tombstones or other monuments and/or erecting them over graves and/or building up of graves;

"ordinary working hours" or "ordinary hours of work" means the hours of work prescribed in clause 10;

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 10 of Chapter I and shall include time worked on public holidays or during the holiday period prescribed in clause 12 of Chapter I;

"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;

"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:

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

driving vehicles, mechanical dumpers and tractors;

operating woodworking machines under supervision of a skilled employee;

assembling steel shuttering;

spraying roofs with Kenitex or similar material;

supervising the erection of scaffolding;

"Secretary" means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary;

"skilled employee" means any artisan's assistant, learner artisan, apprentice, trainee, artisan, craftsman, master craftsman, foreman or general foreman who is permitted to perform skilled work in this Agreement;

"skilled work" means any work performed in the Building and/or Monumental Masonary Industry, as defined, excluding work as defined in the definitions of "general worker", "learner block layer", "block layer", "waterproofing team leader", "waterproofing worker", "ceiling and partition worker", "learner ceiling and partition erector", "resilient floor layer", "learner resilient floor layer", "carpet fitter", "learner carpet fitter", "machine operator", "manufacturing worker", "joinery assembler";

"skimming" means the application of the finishing coat to cement or lime plaster or other backing materials, such as for example beaver board or gypsum plaster board, by means of a suitable tool and finished to a decorative or smooth finish, either as a final finish or to take the normal paint or other covering material;

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

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

"task work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition of the wage prescribed in clause 4;

"trainee" means an employee serving a period of training in terms of the provisions of the Manpower Training Act, 1981;

"voucher" means the official voucher issued by the Council, and "voucher" and "stamp" shall have the same meaning for the purposes of this Agreement;

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4 of Chapter I in respect of the ordinary hours laid down in clause 10 of Chapter I: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of Chapter I, it means such higher amount.

For the purposes of this definition, "regularly" means two subsequent payments;

"watchman" means an employee who is engaged in guarding premises, buildings, gates, vehicles, building materials or other properties;

"week", ten opsigte van 'n werknemer, die tydperk van sewe dae waarin die werkweek van dié werknemer gewoonlik val, en vir die toepassing van hierdie omskrywing beteken "werkweek" vyf werkdag;

"natweerskuiling" 'n skuiling wat van weerbestande materiaal gebou is en wel op so 'n manier dat die okkuperders daarvan in alle omstandighede droog gehou word en dit gerieflik sal hê;

"werkdag" 'n dag behalwe Saterdag (uitgesonderd die Saterdag onmiddellik voor Hemelvaartsdag), Sondag, Nuwejaarsdag, Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte-dag, Kersdag en Welwillendheidsdag, en die jaarlikse verlof in klousule 14 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf;

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

(a) kragtens klousule 10 as 'n werkgewer geregistreer is, of geregistreer moet word; of

(b) 'n vennoot is in 'n vennootskap wat kragtens klousule 10 as 'n werkgewer geregistreer is, of geregistreer moet word; of

(c) 'n direkteur is van 'n maatskappy wat as 'n werkgewer kragtens klousule 10 geregistreer is, of geregistreer moet word;

"werkweek" van Maandag tot Vrydag.

4. LONE

(1) *Algemeen.*—Geen lone wat laer is as dié hieronder genoem, gelees met die res van die bepalings van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

"week" means, in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls, and, for the purposes of this definition, "working week" means five working days;

"wet weather shelter" means a shelter constructed of weather-proof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;

"working day" means any day other than Saturday (except the Saturday immediately preceding Ascension Day), Sunday, New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill, and the annual leave prescribed in clause 14 of Chapter I of this Agreement.

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

(a) is registered as an employer in terms of clause 10, or is subject to such registration; or

(b) is a partner in a partnership which is registered as an employer in terms of clause 10, or is subject to such registration; or

(c) is a director of a company which is registered as an employer in terms of clause 10, or is subject to such registration;

"working week" means from Monday to Friday.

4. WAGES

(1) *General.*—No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

Werknemers	Vir die tydperk eindigende 30-4-84	Vanaf 1-5-84
	R per uur	R per uur
(i) Meestervakman	5,15	5,41
(ii) Vakman	4,64	4,87
(iii) Ambagsman	4,12	4,33
(iv) Ambagsman (waterdigting)	4,12	4,33
(v) Waterdigtingspanleier	1,92	2,02
(vi) Waterdigtingswerker	1,60	1,60
(vii) Plafon- en/of afskortingsoprigter	4,12	4,33
(viii) Plafon- en afskortingswerker	1,60	1,60
(ix) Leerling-plafon- en/of -afskortingsoprigter: Eerste jaar	1,18	1,20
(x) Leerling-plafon- en/of -afskortingsoprigter: Tweede jaar	1,60	1,60
(xi) Leerling-plafon- en/of -afskortingsoprigter: Derde jaar	1,92	2,02
(xii) Ambagsman (veerkragtigevloerleër)	4,12	4,33
(xiii) Veerkragtigevloerleër	2,86	3,01
(xiv) Leerling-veerkragtigevloerleër: Eerste jaar	1,18	1,20
(xv) Leerling-veerkragtigevloerleër: Tweede jaar	1,60	1,60
(xvi) Leerling-veerkragtigevloerleër: Derde jaar	1,92	2,02
(xvii) Ambagsman (matleër)	4,12	4,33
(xviii) Matinstalleerder	2,86	3,01
(xix) Leerling-matinstalleerder: Eerste jaar	1,18	1,20
(xx) Leerling-matinstalleerder: Tweede jaar	1,60	1,60
(xxi) Leerling-matinstalleerder: Derde jaar	1,92	2,02
(xxii) Ambagsman (massavervaardiging)	4,12	4,33
(xxiii) Masjienbediener (massavervaardiging)	2,86	3,01
(xxiv) Skrynwermonteerder (massavervaardiging)	1,92	2,02
(xxv) Vervaardigingswerker (massavervaardiging)	0,94	0,96
(xxvi) Leerling-ambagsman (massavervaardiging): Eerste jaar	1,18	1,20
(xxvii) Leerling-ambagsman (massavervaardiging): Tweede jaar	1,60	1,60
(xxviii) Leerling-ambagsman (massavervaardiging): Derde jaar	1,92	2,02
(xxix) Leerling-ambagsman (massavervaardiging): Vierde jaar	2,86	3,01
(xxx) Ambagsman se assistent	2,86	3,01
(xxxi) Blokleër	1,92	2,02
(xxxii) Leerling-blokleër	1,60	1,60
(xxxiii) Uitrustingsbediener	1,60	1,60
(xxxiv) Leerling-ambagsman: Eerste jaar	1,18	1,20
(xxxv) Leerling-ambagsman: Tweede jaar	1,60	1,60
(xxxvi) Leerling-ambagsman: Derde jaar	1,92	2,02
(xxxvii) Leerling-ambagsman: Vierde jaar	2,86	3,01
(xxxviii) Algemene werker: Op konstruksie	0,98	1,03
(xxxix) Algemene werker: Waterdigting	0,98	1,03
(xl) Algemene werker: Plafonne en afskortings	0,98	1,03
(xli) Algemene werker: Veerkragtigevloerleër	0,98	1,03
(xlii) Algemene werker: Matleër	0,98	1,03
(xliii) Algemene werker: Massavervaardiging	0,74	0,78
(xliv) Skoonmaker	0,74	0,78
(xlv) Nagwag (per skof)	7,54	7,92

Employees	For the period ending 30-4-84 per hour R	From 1-5-84 per hour R
(i) Master craftsman.....	5,15	5,41
(ii) Craftsman.....	4,64	4,87
(iii) Artisan.....	4,12	4,33
(iv) Artisan (waterproofing).....	4,12	4,33
(v) Waterproofing team leader.....	1,92	2,02
(vi) Waterproofing worker.....	1,60	1,60
(vii) Ceiling and/or partition erector.....	4,12	4,33
(viii) Ceiling and partition worker.....	1,60	1,60
(ix) Learner ceiling and/or partition erector: First year.....	1,18	1,20
(x) Learner ceiling and/or partition erector: Second year.....	1,60	1,60
(xi) Learner ceiling and/or partition erector: Third year.....	1,92	2,02
(xii) Artisan (resilient floor layer).....	4,12	4,33
(xiii) Resilient floor layer.....	2,86	3,01
(xiv) Learner resilient floor layer: First year.....	1,18	1,20
(xv) Learner resilient floor layer: Second year.....	1,60	1,60
(xvi) Learner resilient floor layer: Third year.....	1,92	2,02
(xvii) Artisan (carpet layer).....	4,12	4,33
(xviii) Carpet fitter.....	2,86	3,01
(xix) Learner carpet fitter: First year.....	1,18	1,20
(xx) Learner carpet fitter: Second year.....	1,60	1,60
(xxi) Learner carpet fitter: Third year.....	1,92	2,02
(xxii) Artisan (mass manufacturing).....	4,12	4,33
(xxiii) Machine operator (mass manufacturing).....	2,86	3,01
(xxiv) Joinery assembler (mass manufacturing).....	1,92	2,02
(xxv) Manufacturing worker (mass manufacturing).....	0,94	0,96
(xxvi) Learner artisan (mass manufacturing): First year.....	1,18	1,20
(xxvii) Learner artisan (mass manufacturing): Second year.....	1,60	1,60
(xxviii) Learner artisan (mass manufacturing): Third year.....	1,92	2,02
(xxix) Learner artisan (mass manufacturing): Fourth year.....	2,86	3,01
(xxx) Artisan's assistant.....	2,86	3,01
(xxxi) Block layer.....	1,92	2,02
(xxxii) Learner block layer.....	1,60	1,60
(xxxiii) Plant operator.....	1,60	1,60
(xxxiv) Learner artisan: First year.....	1,18	1,20
(xxxv) Learner artisan: Second year.....	1,60	1,60
(xxxvi) Learner artisan: Third year.....	1,92	2,02
(xxxvii) Learner artisan: Fourth year.....	2,86	3,01
(xxxviii) General worker: on construction.....	0,98	1,03
(xxxix) General worker: Waterproofing.....	0,98	1,03
(xxxx) General worker: Ceiling and partitioning.....	0,98	1,03
(xli) General worker: Resilient floor laying.....	0,98	1,03
(xlii) General worker: Carpet laying.....	0,98	1,03
(xliii) General worker: Mass manufacturing.....	0,74	0,78
(xliv) Cleaner.....	0,74	0,78
(xlv) Night watchman (per shift).....	7,54	7,92

(2) *Opskorting van diens van werknemers.*—'n Werkgever moet 'n werknemer wie se diens hy tydelik opgeskort het, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat so 'n werknemer sou ontvang het as hy al die gewone werke gedurende sodanige tydperk van opskorting gewerk het: Met dien verstande dat hierdie subklousule nie van toepassing is nie op werknemers wie se diens opgeskort is as gevolg van gure weertoestande of in gevalle waar die voortgang van werk onderbreek is deur 'n natuurkrag of oormag, brand, oproer, burgerlike onluste, staking, ontploffing en/of soortgelyke noodtoestand.

(3) *Gevaarlike werk.*—Benewens die lone voorgeskryf in klousule 4 (1) van Hoofstuk I moet 'n werknemer minstens 10 persent van so 'n loon betaal word ten opsigte van elke uur of gedeelte van 'n uur waarin hy gevaarlike werk verrig. Vir die toepassing van hierdie klousule beteken "gevaarlike werk" werk wat—

(a) as gevaarlik geklassifiseer word in 'n wet, provinsiale ordonnansie, munisipale verordening of 'n regulasie wat betrekking het op die Bounwyerheid en geldig is binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Bloemfontein;

(b) aan die buitekant van 'n gebou of bouwerk, uitgesonderd tydens die oprigting van 'n nuwe gebou of bouwerk, of van 'n swaaisteier, bootsmanstoel, dak of skuifloor op 'n hoogte van meer as 9 m van die grondvlak af verrig word in verband met die opknapping, verbouing of herstel van so 'n gebou of bouwerk of die oprigting van ligte of die hang van vlagversiering;

(c) op 'n vrystaande skoorsteen of staalbundelskoorsteen verrig word op 'n hoogte van meer as 9 m van die grondvlak af;

(d) in ou vuilriole of in slote wat meer as 4,5 m diep is, verrig word; en

(e) in verband met ondersteuning en skoring verrig word.

(2) *Suspension of employees.*—An employer shall pay to any of his employees whom he has temporarily suspended from work an amount equivalent to the wages and allowances which any such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this subclause shall not apply to employees suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, explosion and/or similar emergency.

(3) *Dangerous work.*—In addition to the wages prescribed in clause 4 (1) of Chapter I 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 clause, "dangerous work" means any work—

(a) classified as dangerous in any statute, provincial ordinance, municipal by-laws or in any regulation relating to the Building Industry and operative within a radius of 24,14 km from the General Post Office, Bloemfontein;

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

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

(d) performed in old sewers or in trenches over 4,5 m in depth; and

(e) performed in connection with under-pinning and shoring.

(4) *Grondslag van kontrak.*—Vir die toepassing van hierdie klousule berus 'n werknemer se dienskontrak op 'n weeklikse grondslag en moet 'n werknemer, behoudens klousule 7 van Hoofstuk I, vir die week minstens sy uurloon betaal word soos voorgeskryf in subklousule (1), gelees met klousules 4 (3), 4 (7), 7 (5), 7 (8) en 11 van Hoofstuk I, vermenigvuldig met die getal gewone werkeure in klousule 10 van Hoofstuk I vir 'n werknemer van sy klas voorgeskryf, of hy in dié week die maksimum getal werkeure op hom van toepassing of minder gewerk het.

(5) *Berekening van lone.*—(a) Die weekloon van 'n werknemer, uitgesonderd 'n wag, is sy uurloon vermenigvuldig met—

(i) 40, in die geval van geskoolde werknemers vir wie lone in klousule 4 (1) voorgeskryf word; en

(ii) 45, in die geval van die ander kategorieë werknemers vir wie lone in klousule 4 (1) voorgeskryf word.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n wag, is sy weekloon gedeel deur vyf.

(c) Die weekloon van 'n wag is sy dagloon vermenigvuldig met ses.

(d) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

(6) *Behoud van besoldiging.*—Niks in hierdie Ooreenkoms moet die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy dieselfde klas werk by dieselfde werkgever verrig.

(7) *Differensiële lone.*—'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad voorgeskryf word, moet vir al die ure op so 'n dag gewerk teen die hoër loon besoldig word: Met dien verstande dat wanneer 'n werknemer drie uur of minder op 'n dag die werk van 'n hoër klas verrig, hy teen die hoër tarief betaal moet word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het.

(8) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie klousule nie van toepassing is op enige betalings aan 'n werkgever deur die fonds wat in klousule 8 (5) van Hoofstuk V bedoel word nie.

5. INDIENSNEMING VAN WERKNEMERS

(1) Geen werkgever wat 'n lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van enige van die vakverenigings toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree 'n lid van sodanige vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die Ooreenkoms geskied, 'n lid van sodanige vakvereniging word nie; en geen lid van enige van die vakverenigings mag in diens bly by 'n werkgever wat nie 'n lid is van die werkgewersorganisasie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, 'n lid van die werkgewersorganisasie word nie.

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

(a) op 'n algemene voorman;

(b) op werkgewers en werknemers wat elektriese installeringswerk verrig;

(c) op vakleerlinge, kwekelinge, leerling-ambagsmanne en die werknemers wat nie ingesluit is onder die omskrywing van "geskoolde werknemer" nie vir wie lone in klousule 4 (1) voorgeskryf word;

(d) op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste 90 dae diens in die Nywerheid 'n uitnodiging van enigeen van die betrokke vakverenigings om lid daarvan te word, geweier het, hierdie klousule onmiddellik van toepassing word;

(e) waar lidmaatskap van 'n party by hierdie Ooreenkoms na die Raad se mening geweier of beëindig is sonder 'n grondige rede en die aansoeker binne 30 dae van dié weiering of beëindiging die Raad daarvan in kennis gestel het, afgesien van die reg van 'n persoon kragtens artikel 51 (10) van die Wet.

(3) 'n Werknemer se bewys van lidmaatskap van die betrokke vakvereniging is sy lidmaatskapskaart wat deur die betrokke vakvereniging uitgeleë is. Die werknemer moet dié kaart toon wanneer hy om werk aansoek doen en die werkgever dit versoek.

6. INDIENSNEMING VAN JEUGDIGES

Geen jeugdige onder die ouderdom van 15 jaar mag in die Nywerheid in diens geneem word nie.

(4) *Basis of contract.*—For the purposes of this clause, the contract of employment of an employee shall be on a weekly basis, and, save as provided in clause 7 of Chapter I an employee shall be paid in respect of a week not less than his hourly wage prescribed in subclause (1), read with clauses 4 (3), 4 (7), 7 (5), 7 (8) and 11 of Chapter I, multiplied by the number of ordinary hours of work prescribed in clause 10 of Chapter I for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

(5) *Calculation of wages.*—(a) The weekly wage of an employee, other than a watchman, shall be his hourly wage, multiplied by—

(i) 40, in the case of skilled employees for whom wages are prescribed in clause 4 (1); and

(ii) 45, in the case of all other categories of employees for whom wages are prescribed in clause 4 (1).

(b) The daily wage of an employee, other than a watchman, shall be his weekly wage, divided by five.

(c) The weekly wage of a watchman shall be his daily wage, multiplied by six.

(d) The monthly wage of an employee shall be four and a third times his weekly wage.

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

(7) *Differential rates.*—An employee who on the same day performs two or more classes of work for which different rates of wages are prescribed in this Agreement or any other agreement of the Council, shall be paid at the highest rate for all the hours worked on that day: Provided that where an employee performs the work in a higher class for three hours or less per day, he shall only be paid at the higher rate in respect of the time actually occupied on such higher graded work.

(8) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that the provisions of this clause shall not apply in respect of any payments made to an employer by the fund referred to in clause 8 (5) of Chapter V.

5. ENGAGEMENT OF EMPLOYEES

1. No employer who is a member of the employers' organisation shall continue to employ an employee who, while being eligible for membership of any one of the trade unions, is not a member of such union as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of any one of the trade unions may continue his employment with an employer who is not a member of the employers' organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation.

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

(a) to a general foreman;

(b) to employers and employees engaged on electrical installation;

(c) to apprentices, trainees, learner artisans and to the employees not included in the definition of "skilled employee", for whom wages are prescribed in clause 4 (1);

(d) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if an immigrant has at any time after the first 90 days of employment in the Industry refused an invitation of any of the trade unions concerned to become a member thereof, the provisions of this clause shall immediately come into operation;

(e) apart from the right of a person in terms of section 51 (10) of the Act, where, in the opinion of the Council, membership of a party to this Agreement has been refused or terminated without reasonable cause and the applicant has reported such refusal or termination to the Council within 30 days thereof.

(3) Proof of membership by any employee of the trade union concerned shall be a membership card issued by the relevant trade union, which card shall be produced by the employee when applying for work and demanded by the employer.

6. EMPLOYMENT OF JUVENILES

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

7. BETALING VAN BESOLDIGING

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, moet lone, verdienste vir oortydwerk, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, weekliks in kontant betaal word voor of op die gewone uitskeityd op Vrydag of by beëindiging van diens indien dit vóór Vrydag geskied: Met dien verstande dat—

(a) betaling kan geskied op 'n dag vóór Vrydag indien die werkgewer en die werknemer só ooreenkom en indien die werkgewer 'n skriftelike kennisgewing van so 'n verandering aan die Raad stuur;

(b) wanneer Vrydag 'n vakansiedag in die Bounywerheid is, betaling op die Donderdag wat so 'n vakansiedag voorafgaan moet geskied.

(2) Lone, verdienste vir oortydwerk, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, moet in 'n verseelde koevert of houer wees waarop die volgende besonderhede verskyn of wat van 'n staat vergesel gaan wat die volgende besonderhede aantoon:

(a) Die werkgewer se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;

(c) die getal gewone ure wat die werknemer gewerk het;

(d) die getal oortydure wat die werknemer gewerk het;

(e) die werknemer se loon;

(f) besonderhede van alle ander besoldiging wat uit die werknemer se diens voortvloei;

(g) besonderhede van alle aftrekkings wat gemaak is;

(h) die werklike bedrag wat aan die werknemer betaal is; en

(i) die tydperk ten opsigte waarvan die betaling geskied;

en so 'n koevert of houer waarop hierdie besonderhede verskyn of so 'n staat word die eiendom van die werknemer.

(3) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om van hom of van enige winkel, plek of persoon wat hy aanwys, goedere te koop nie.

(4) *Aftrekkings.*—'n Werkgewer mag nie sy werknemer boetes opleë of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende mag aftrek:

(a) Bedrae ingevolge klousules 1 (4) (a) en 4 (3) van Hoofstuk IV;

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

(c) 'n bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag aftrek;

(d) behoudens andersluidende bepalinge in hierdie Ooreenkoms, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat so 'n werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;

(e) met die skriftelike toestemming van sy werknemer, 'n bedrag wat 'n werkgewer aan die Administrasieraad betaal het ten opsigte van huisvesting in 'n koshuis waar sodanige werknemer inwoon in 'n lokasie of Swartdorp onder die beheer van genoemde Raad, of 'n bedrag van hoogstens R1,80 per week waar kos en inwoning deur die werkgewer verskaf word: Met dien verstande dat sodanige inwoning geleë is binne 'n lokasie of Swartdorp onder die beheer van genoemde Raad;

(f) bedrae ten opsigte van ledegeld van vakverenigings ingevolge klousule 1 (4) (b) van Hoofstuk IV.

(5) *Betaling vir skofwerk.*—Waar 'n skof wat deur 'n werknemer ooreenkomstig klousule 11 (6) van Hoofstuk I gewerk word, val buite die aanvangs- en uitskeitye in klousule 10 van Hoofstuk I voorgeskryf, moet sodanige werknemer vir sodanige skof betaal word teen die loonskaal wat vir sodanige werknemer in klousule 4 (1) voorgeskryf word, plus 10 per sent van sodanige skaal.

(6) *Wagtyd.*—(a) 'n Werkgewer wat nie subklousule (1) by beëindiging van diens nakom nie, moet so 'n werknemer alle lone, toelaes en ander besoldiging betaal tot tyd en wyl sodanige betaling gedoen word, ten opsigte van elke werkuur of gedeelte daarvan, vanaf die tydperk waarop diens beëindig word totdat betaling gedoen word, en dié betaling moet nie later gedoen word nie as twee werkdade na diensbeëindiging:

Met dien verstande dat—

(i) daar vir wagtyd van hoogstens 16 uur betaal word;

(ii) daar nie vir wagtyd, benewens betaling in plaas van kennisgewing ingevolge klousule 13 van Hoofstuk I, betaal word nie;

(iii) 'n werknemer wat sy diens beëindig sonder om kennis te gee en uit te dien soos in klousule 13 (1) van Hoofstuk I voorgeskryf, nie op betaling vir wagtyd geregtig is nie;

(iv) 'n werknemer wat nie op kennisgewing ingevolge klousule 13 (1) van Hoofstuk I geregtig is nie, slegs op wagtyd geregtig is as hy nie binne 16 werkure vanaf die tydperk waarop diens beëindig is, betaal word nie.

Vir die toepassing van hierdie paragraaf word uitbetaling per geregistreerde pos geag behoorlike betaling te wees. Die betaaldatum word geag dieselfde te wees as die datum waarop die brief gepos is.

7. PAYMENT OF REMUNERATION

(1) Except where otherwise provided in this Agreement, wages, earnings for overtime, allowances and all other remuneration due to an employee 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 Friday: Provided that—

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

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

(2) Wages, earnings for overtime, allowances and all other remuneration due to an employee shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the payroll and his occupation;

(c) the number of ordinary hours worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) the details of any other remuneration arising out of the employee's employment;

(g) the details of any deductions made;

(h) the actual amount paid to the employee; and

(i) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(3) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(4) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make—

(a) deductions in terms of clauses 1 (4) (a) and 4 (3) of Chapter IV;

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

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

(d) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(e) with the written consent of his employee a deduction of any amount which an employer has paid to the Administration Board in respect of accommodation in any hostel occupied by such employee in any location or Black village under the control of the said Board, or an amount not exceeding R1,80 per week where board and lodging are provided by the employer: Provided such lodging is situated within a location or Black village under the control of the said Board;

(f) deductions in respect of subscriptions to the trade unions in terms of clause 1 (4) (b) of Chapter IV.

(5) *Payment for shiftwork.*—Where any shift worked by an employee in accordance with the provisions of clause 11 (6) of Chapter I falls outside the starting and finishing times prescribed in clause 10 of Chapter I such employee shall be paid for such shift at the rate of wage prescribed for such employee in clause 4 (1), plus 10 per cent of such rate.

(6) *Waiting time.*—(a) Any employer who fails to comply with the provisions of subclause (1) on termination of employment shall pay such employee all wages, allowances and other remuneration up to the time such payment is made, in respect of every working hour or part thereof, from the time of termination of employment until the time of final payment which shall be available not later than two working days after termination of employment:

Provided that—

(i) waiting time shall not be paid for more than 16 hours;

(ii) waiting time shall not be payable in addition to payment in lieu of notice in terms of clause 13 of Chapter I;

(iii) an employee who terminates his employment without having given and served the notice prescribed in clause 13 (1) of Chapter I shall not be entitled to payment for waiting time;

(iv) an employee who is not entitled to notice in terms of clause 13 (1) of Chapter I shall only be entitled to waiting time if he is not paid within 16 working hours from the time of termination of employment.

For the purposes of this paragraph, disbursement by registered post shall be deemed to constitute due payment. The date of payment shall be deemed to be the same as the date on which the letter was posted.

(b) 'n Werknemer wat ingevolge paragraaf (a) betaling ontvang, word geag die getal ure te gewerk het, ten opsigte waarvan hy aldus betaling ontvang het, benewens en ná die getal ure wat hy werklik gewerk het.

(7) *Aanmelding van nie-betaling.*—'n Werknemer wat ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad in aanmerking kom vir die betaling van lone en/of toelaes deur sy werkgever op 'n betaaldag en wat nie ingevolge hierdie klousule betaal is nie en wat sodanige niebetaling binne 14 dae vanaf die datum waarop hy aldus betaal moes gewees het aan die Raad gerapporteer het, is geregtig op betaling deur die Raad uit die waarborg wat die Raad ingevolge klousule 21 (5) van Hoofstuk I hou slegs indien daar genoegsame geld ingevolge sodanige waarborg beskikbaar is: Met dien verstande dat dit nie die reg van 'n werknemer raak om sodanige nie-betaling te eniger tyd aan die Raad te rapporteer en die Raad se verpligting om 'n bedrag wat aan so 'n werknemer verskuldig is, te verhaal nie.

(8) *Betaling vir opskorting van diens.*—(a) Behoudens subklousule (2), moet 'n werkgever aan 'n werknemer wie se diens ooreenkomstig klousule 13 (6) van Hoofstuk I tydelik opgeskort is, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat sodanige werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige opskortingstydperk gewerk het: Met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer wie se werk opgeskort word weens slegte weer of waar die voordeeling van die werk onderbreek word deur 'n natuurramp, of *force majeure*, brand, onluste, burgerlike oproer,staking, ontploffing en/of soortgelyke noodtoestand buite die beheer van die werkgever nie.

(b) Geen Aftrekking vir afwesigheid soos in klousule 13 (6) van Hoofstuk I bedoel, mag deur 'n werkgever van 'n werknemer se loon gemaak word nie.

(9) *Betaling ten opsigte van openbare vakansiedae.*—(a) Behoudens klousule 7 van Hoofstuk I moet 'n werkgever 'n werknemer, uitgesonderd 'n werknemer vir wie lone in klousule 4 (1) (i), (ii), (iii), (iv), (xii) en (xxii) van Hoofstuk I voorgeskryf word, indien die werknemer nie op die openbare vakansiedae bedoel in klousule 12 van Hoofstuk I werk nie, minstens sy weekloon betaal vir die week waarin so 'n openbare vakansiedag val.

(b) As 'n werknemer, uitgesonderd 'n werknemer vir wie lone in klousule 4 (1) (i), (ii), (iii), (iv), (xii) en (xxii) van Hoofstuk I voorgeskryf word, op die openbare vakansiedae werk in klousule 12 van Hoofstuk I bedoel, moet sy werkgever hom, behoudens klousule 7 van Hoofstuk I, vir die week waarin sodanige vakansiedag val minstens sy weekloon betaal, plus sy dagloon vir elke dag aldus gewerk.

(c) Subklousules (1) en (2) is *mutatis mutandis* van toepassing op vakleerlinge en werknemers in diens gedurende die proeftydperk toegelaat kragtens die Wet op Mannekragopleiding, 1981.

(d) Betaling vir openbare vakansiedae wat aan werknemers verskuldig is vir wie lone in klousule 4 (1) (i), (ii), (iii), (iv), (xii) en (xxii) voorgeskryf word, moet geskied ooreenkomstig klousules 1 van Hoofstuk IV en 8 (1) van Hoofstuk V.

(e) Hierdie klousule is nie op 'n wag van toepassing nie.

8. REGISTRASIE VAN AMBAGSMANNE, VAKMANNE, MEESTERVAKMANNE EN LEERLINGE

(1) Alle registrasiesertifikate wat deur die Raad aan 'n werknemer kragtens 'n vorige ooreenkoms uitgereik is, word hierby herroep en al sodanige sertifikate word geag herroep te wees vanaf die datum van inwerkingtreding van hierdie Ooreenkoms.

(2) (a) Iemand wat op 22 September 1981 in besit was van 'n registrasiesertifikaat as ambagsman, wat deur die Raad aan hom uitgereik is en wat op genoemde datum 'n loon van R3,065 tot R3,43 per uur ontvang het, moet geag word 'n ambagsman te wees ingevolge hierdie Ooreenkoms.

(b) Iemand wat op 22 September 1981 in besit was van 'n registrasiesertifikaat as ambagsman wat deur die Raad aan hom uitgereik is en wat op genoemde datum 'n loon van R3,44 tot R3,82 per uur ontvang het, moet geag word 'n vakman te wees ingevolge hierdie Ooreenkoms.

(c) Iemand wat op 22 September 1981 in besit was van 'n registrasiesertifikaat as ambagsman wat deur die Raad aan hom uitgereik is en wat op genoemde datum 'n loon van R3,83 per uur en meer ontvang het, moet geag word 'n meestersvakman te wees ingevolge hierdie Ooreenkoms.

(d) Elke werknemer in paragrawe (a), (b) en (c) van hierdie subklousule bedoel, moet, binne drie maande na die datum van inwerkingtreding van hierdie Ooreenkoms en 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. So 'n werknemer moet die ou registrasiesertifikaat by die Raad indien en hy moet aan die Raad sodanige dokumentêre bewys lewer as wat die Raad nodig ag.

(3) (a) Iemand, behalwe iemand in subklousule (2) (a), (b) of (c) bedoel, van wie daar op of na 22 September 1981 vereis word of wat toegelaat word om geskoolde werk in die Bounywerheid te verrig of wat na die datum van inwerkingtreding van hierdie Ooreenkoms geskoolde werk wil verrig en wat—

(i) 'n leerkontrak weens 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; of

(b) An employee who receives payment in terms of paragraph (a), shall be deemed to have worked the number of hours in respect of which he thus actually payment in addition to and following on the number of hours he actually worked.

(7) *Reporting non-payment.*—An employee who qualified in terms of this or any other Agreement of the Council for payment of wages and/or allowances by his employer on any pay-day and who was not paid in terms of this clause and who has reported such non-payment to the Council within 14 days from the date on which he should have been so paid, shall be entitled to payment by the Council from the guarantee held by it in terms of clause 21 (5) of Chapter I only if sufficient moneys are available in terms of such guarantee: Provided that this shall not affect the right of an employee to report such non-payment to the Council at any time and the Council's obligation to recover any amount which may be due to such an employee.

(8) *Payment for suspension of employment.*—(a) Subject to the provisions of subclause (2), an employer shall pay to an employee whose employment has been temporarily suspended in accordance with the provisions of clause 13 (6) of Chapter I an amount equivalent to the wages and allowances which such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this paragraph shall not apply to an employee suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, explosion and/or similar emergencies beyond the control of the employer.

(b) No deduction shall be made by an employer from an employee's wage in respect of any absence as referred to in clause 13 (6) of Chapter I.

(9) *Payment in respect of public holidays.*—(a) Subject to the provisions of clause 7 of Chapter I, if an employee, other than an employee for whom wages are prescribed in clause 4 (1) (i), (ii), (iii), (iv), (xii) and (xxii) of Chapter I, does not work on the public holidays referred to in clause 12 of Chapter I, his employer shall pay him for the week in which such public holiday falls not less than his weekly wage.

(b) Whenever an employee, other than an employee for whom wages are prescribed in clause 4 (1) (i), (ii), (iii), (iv), (xii) and (xxii) of Chapter I, works on the public holidays referred to in clause 12 of Chapter I, his employer shall, save as provided in clause 7 of Chapter I, pay him in respect of the week in which such public holiday falls not less than his weekly wage, plus his daily wage in respect of each day so worked.

(c) The provisions of subclauses (1) and (2) shall *mutatis mutandis* apply to apprentices and employees employed during the probationary period allowed under the Manpower Training Act, 1981.

(d) Public holidays due to employees for whom wages are prescribed in clause 4 (1) (i), (ii), (iii), (iv), (xii), and (xxii) shall be paid for in accordance with the provisions of clauses 1 of Chapter IV and 8 (1) of Chapter V.

(e) The provisions of this clause shall not apply to a watchman.

8. REGISTRATION OF ARTISANS, CRAFTSMEN, MASTER CRAFTSMEN AND LEARNERS

(1) Any certificate of registration which was issued by the Council to any employee in terms of the provisions of any previous agreement is hereby revoked, and any such certificate shall be deemed to have been withdrawn with effect from the date of commencement of this Agreement.

(2) (a) Any person who on 22 September 1981 was in possession of a certificate of registration as an artisan which was issued to him by the Council and on this date was earning a basic wage from R3,065 to R3,43 per hour shall be deemed to be an artisan in terms of this Agreement.

(b) Any person who on 22 September 1981 was in possession of a certificate of registration as an artisan which was issued to him by the Council and on this date was earning a basic wage from R3,44 to R3,82 per hour shall be deemed to be a craftsman in terms of this Agreement.

(c) Any person who on 22 September 1981 was in possession of a certificate of registration as an artisan which was issued to him by the Council and on this date was earning a basic wage of R3,83 and in excess thereof shall be deemed to be a master craftsman in terms of this Agreement.

(d) Any employee referred to in paragraphs (a), (b) and (c) of this subclause shall, within three months of the date of coming into operation of this Agreement, 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. Such employee shall hand the old certificate of registration to the Council and shall furnish the Council with such documentary proof as the Council may deem necessary.

(3) (a) Any person, other than a person referred to in subclause (2) (a), (b) or (c), who on or after 22 September 1981 is required or permitted to perform skilled work in the Building Industry or wishes to perform skilled work after the date of coming into operation of this Agreement and who has—

(i) completed or is 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) 'n opleidingstydperk kragtens die Wet op Mannekrasopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie; of

(iii) as 'n leerling-ambagsman geregistreer het en 'n bykomende jaar diens voltooi het nadat hy in die voorgeskrewe derdejaartoets vir leerling-ambagsmanne geslaag het;

(iv) minstens vier agtervolgende jare in enig een van die aangewese ambagte in diens 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 ambagsman, en dié werknemer moet aan die Raad sodanige dokumentêre bewys lewer as wat die Raad nodig ag.

(b) Die Raad moet aan elkeen wat aan voornoemde bepalings voldoen 'n registrasiesertifikaat as ambagsman uitreik.

(4) (a) Iemand, behalwe iemand in subklousules (2) en (3) bedoel, van wie daar op of na 22 September 1981 vereis word of wat toegelaat word om geskoolde werk in die Bounwyerheid te verrig en—

(i) wat 'n leerkontrak kragtens die Wet op Mannekrasopleiding, 1981, voltooi het; of

(ii) wat 'n opleidingsydperk kragtens die Wet op Mannekrasopleiding, 1981, voltooi het; of

(iii) wat 'n leerkontrak ingevolge hierdie Ooreenkoms voltooi het; en

(iv) wat in die voorgeskrewe ambagstoets geslaag het; of

(v) aan wie 'n vaardigheidssertifikaat kragtens artikel 27 (1) uitgereik is of geag word uitgereik te gewees het of 'n sertifikaat dat hy kragtens artikel 13 (12), 28 (3) of 30 (6) van die Wet op Mannekrasopleiding, 1981, in 'n kwalifiserende ambagstoets geslaag het; of

(vi) aan wie 'n Nasionale Tegniese Sertifikaat, Deel II (N2), uitgereik is;

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 dié werknemer moet aan die Raad sodanige dokumentêre bewys lewer as wat die Raad nodig ag om te staaf dat hy vir 'n sertifikaat kwalifiseer.

(b) Die Raad moet aan elkeen wat aan voornoemde bepalings voldoen 'n registrasiesertifikaat as vakman uitreik.

(5) (a) Iemand van wie daar op of na 22 September 1981 vereis word of wat toegelaat word om geskoolde werk in die Bounwyerheid te verrig en wat—

(i) 'n tydperk van vakleerlingskap ingevolge die Wet op Mannekrasopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die kwalifiserende toets vir vakleerlinge geslaag en drie jaar lank as vakman in die Nywerheid gewerk het; of

(ii) 'n kwekeling is wie se opleidingstydperk in 'n ambag weens verloop van tyd verstryk het en wat in die kwalifiserende toets vir vakleerlinge geslaag en drie jaar lank as vakman in die Nywerheid gewerk het; of

(iii) 'n vaardigheidssertifikaat kragtens artikel 27 (1) van die Wet op Mannekrasopleiding, 1981, verwerf het of 'n sertifikaat met die strekking dat hy in 'n kwalifiserende toets vir vakleerlinge geslaag het kragtens artikel 13 (12), 28 (3) of 30 (6) (c) van die Wet op Mannekrasopleiding, 1981, en drie jaar lank as vakman in die Nywerheid gewerk het; of

(iv) as leerling-ambagsman by die Raad geregistreer was en nog een jaar diens voltooi het nadat hy in die voorgeskrewe derdejaars-ambagstoets vir leerling-ambagsmanne geslaag het en wat in die kwalifiserende toets vir vakleerlinge geslaag het en wat drie jaar lank as vakman in die Nywerheid gewerk het; en

(v) 'n Nasionale Tegniese Sertifikaat, Deel II (N2), verwerf het;

moet op die voorgeskrewe wyse soos van tyd tot tyd bepaal by die Raad aansoek doen om registrasie as meestersvakman en hy moet aan die Raad sodanige dokumentêre bewys lewer as wat die Raad nodig ag om sy aansoek te staaf.

(b) Die Raad moet, indien daar aan die bepalings van die voorafgaande subklousules voldoen is, 'n registrasiesertifikaat as meestersvakman aan sodanige werknemer uitreik.

(6) (a) 'n Werknemer van wie daar vereis word of wat toegelaat word om die werk van 'n voorman of 'n algemene voorman soos omskryf te verrig, moet, binne drie maande na die datum van inwerkingtreding van hierdie Ooreenkoms, as sodanig by die Raad registreer. Sodanige werknemer moet aan die Raad sodanige bewys lewer as wat die Raad nodig ag om sy aansoek te staaf.

(b) Die Raad moet aan sodanige werknemer 'n registrasiesertifikaat as voorman of algemene voorman uitreik en sodanige werknemer is geregtig op 'n seël soos in Hoofstuk IV van hierdie Ooreenkoms voorgeskryf.

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

(iii) registered as a learner artisan and who completed an additional year's service after having passed the third year prescribed test for learner artisans;

(iv) been employed in any one of the trades designated for at least four consecutive 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 an artisan to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary.

(b) The Council shall issue a certificate of registration as an artisan to any person who complies with the aforesaid provisions.

(4) (a) Any person, other than a person referred to in subclauses (2) and (3), who on or after 22 September 1981 is required or permitted to perform skilled work in the Building Industry, and who has—

(i) completed an apprenticeship contract in terms of the Manpower Training Act, 1981; or

(ii) completed a period of training in terms of the Manpower Training Act, 1981; or

(iii) completed a learnership contract in terms of the provisions of this Agreement; and

(iv) passed the prescribed trade test; or

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

(vi) been issued with a National Technical Certificate, Part II (N2);

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) The Council shall issue a certificate of registration as a craftsman to any person who complies with the aforesaid provisions.

(5) (a) Any person who on or after 22 September 1981 is required or permitted to perform skilled work in the Building Industry, and who—

(i) completed or is deemed to have completed a period of apprenticeship in terms of the Manpower Training Act, 1981, and who has passed the qualifying test for apprentices and has worked as craftsman in the Industry for three years; or

(ii) is a trainee whose period of training in a trade has expired by effluxion of time and who has passed the qualifying test for apprentices and has worked as craftsman in the Industry for three years; or

(iii) acquired a certificate of proficiency in terms of section 27 (1) of the Manpower Training Act, 1981, or a certificate to the effect that he has passed the qualifying test for apprentices in terms of section 13 (12), 28 (3) or 30 (6) (c) of the Manpower Training Act, 1981, and has worked as craftsman in the Industry for three years; or

(iv) who was registered with the Council as learner artisan and who completed an additional year's service after having passed the third year prescribed trade test for learner artisans, and who passed the qualifying test for apprentices and who has worked as craftsman in the Industry for three years; and

(v) acquired a National Technical Certificate, Part II (N2);

shall apply to the Council in the prescribed manner as determined from time to time for registration as master craftsman and shall present to the Council such documentary proof as the Council may deem necessary to substantiate his application.

(b) The Council shall, in the event the provisions of the aforesaid subclauses have been complied with, issue a certificate or registration as master craftsman to such employee.

(6) (a) Any employee who is required or permitted to perform the work of a foreman or general foreman, as defined, shall within three months of the date of coming into operation of this Agreement register as such with the Council. Such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his application.

(b) The Council shall issue to such employee a certificate of registration as foreman or general foreman and such employee shall be entitled to a stamp, prescribed in Chapter IV of this Agreement.

(7) (a) Geen werkgewer mag iemand as 'n leerling-ambagsman in diens neem nie en geen werknemer mag werk as 'n leerling-ambagsman verrig nie, tensy die toestemming van die Raad vooraf verkry is. Elke werkgewer wat 'n leerling-ambagsman in diens wil neem, moet tesame met sy aansoek verdere bewys aan die Raad lewer dat die betrokke werknemer in die voorgeskrewe aanlegtoets geslaag het en/of ander dokumentêre bewys wat vir die Raad aanneemlik is ten einde te kan vasstel of die werknemer oor die nodige vaardigheid beskik om die voorgeskrewe opleidingsprogram suksesvol te voltooi om as ambagsman te kwalifiseer. Met dien verstande dat 'n leerling-ambagsman slegs deur 'n vakman of meestervakman opgelei mag word.

(b) Waar toestemming verleen is, moet die werkgewer en die voornemende werknemer 'n skriftelike dienskontrak aangaan, waarvan die aard van tyd tot tyd deur die Raad vasgestel moet word onderworpe aan die volgende voorwaardes:

(i) Die geldigheidsduur van die kontrak moet minstens vier jaar wees of soos anders deur die Raad bepaal; en

(ii) die leerling-ambagsman moet die voorgeskrewe toets na sy eerste en derde jaar aflê; en

(iii) die werkgewer moet die leerling-ambagsman in alle fasette van die voorgeskrewe opleidingsleerplan oplei; en

(iv) die leerling-ambagsman moet 'n opleidingsentrum bywoon ten einde praktiese opleiding, soos deur die Raad voorgeskryf, te ontvang;

(v) die dienskontrak mag slegs om 'n regsgeldige rede beëindig word en slegs nadat kennis aan die Raad gegee is binne sewe dae na die beëindiging daarvan. Met dien verstande dat die Nywerheidsraad die beëindiging van 'n dienskontrak kan bekragtig op ander gronde wat die Raad goedgevind.

(c) Die Raad moet gelyktydig met die bekragtiging van die dienskontrak 'n registrasiesertifikaat aan die werknemer uitreik.

(d) Ingeval die werknemer nie in enigen van die voorgeskrewe toetse kan slaag nie, moet die Raad die betrokke registrasiesertifikaat dienoreenkomstig endosseer.

(8) Die Raad kan na goedgevindke aan 'n werknemer vrystelling van registrasie verleen op sodanige voorwaardes as wat die Raad besluit. Met dien verstande dat 'n vakleerling of 'n kwekeling geregtig is op registrasie as sodanig.

(9) Elke werknemer aan wie 'n sertifikaat ingevolge hierdie klousule uitgereik is, moet, wanneer hy diens in die Nywerheid aanvaar, dié sertifikaat aan sy werkgewer toon, asook op versoek aan 'n agent van die Raad. Met dien verstande dat as sodanige werknemer 'n lid van enigen van die vakverenigings is hy die sertifikaat op versoek ook moet toon aan die organiseerder(s) van die vakvereniging waarvan hy lid is.

(10) Die Raad kan 'n sertifikaat wat ingevolge hierdie klousule uitgereik is, wysig of intrek en kan die persoon op wie die sertifikaat betrekking het herkwalifiseer in 'n hoër of laer graad en aan hom 'n nuwe sertifikaat uitreik om sy hersiene status aan te dui wanneer die Raad oortuig is dat die oorspronklike registrasie en klassifikasie verkeerdlik gedoen was. In sodanige omstandighede is die Raad se beslissing finaal.

(11) Ten einde die Raad in staat te stel om uitvoering te gee aan hierdie klousule, moet elke werkgewer en werknemer binne 21 dae nadat hy deur die Raad daartoe versoek word aan die Raad sodanige besonderhede en in so 'n vorm verskaf as wat die Raad verlang en elke werknemer moet aan sy werkgewer sodanige inligting verskaf as wat die werkgewer nodig het om hom in staat te stel om aan die vereistes van hierdie subklousule te voldoen.

(12) Geen werknemer, behalwe 'n algemene werker, mag diens in die Bounywerheid aanvaar nie en geen werkgewer mag 'n werknemer in diens neem nie tensy hy by die Raad geregistreer is vir die betrokke kategorie waarin hy aktief werksaam sal wees, en tensy hy aan die werkgewer 'n sertifikaat toon wat ingevolge hierdie Ooreenkoms aan hom uitgereik is of 'n vrystellingssertifikaat soos in subklousule (9) hiervan bedoel.

(13) 'n Werknemer wat 'n registrasiesertifikaat wat aan hom uitgereik is, verloor of vernietig, moet aansoek doen om die uitreiking van 'n nuwe sertifikaat en moet aan die Raad sodanige bedrag betaal as wat die Raad van tyd tot tyd bepaal.

9. VERBODE DIENS

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

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

(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 werkgewer van sodanige persoon vry te stel van die betaling van die voorgeskrewe 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 werkgewer 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.

(7) (a) No employer may take into his employ a learner artisan and no employee may perform the work of a learner artisan prior to obtaining the permission of the Council. Every employer who wishes to take into his employ a learner artisan shall together with his application present to the Council further proof to the effect that the employee concerned has passed the aptitude test and/or any other documentary proof acceptable to the Council in order to determine whether the employee possesses the required skill to successfully complete the prescribed programme of training to qualify as artisan. Provided that the learner artisan shall only be trained by a craftsman or master craftsman.

(b) Where permission has been granted, the employer and the prospective employee shall enter into a written contract of service, the nature of which shall from time to time be determined by the Council subject to the following conditions:

(i) The period of contract shall be for at least four years or as otherwise determined by the Council; and

(ii) the learner artisan shall be compelled to undergo the prescribed tests after his first and third year; and

(iii) the employer shall be compelled to train the learner artisan in all facets of the prescribed training syllabus; and

(iv) the learner artisan shall be compelled to attend a training centre in order to receive practical training as prescribed by the Council;

(v) the contract of service may only be terminated by reason of a cause recognised by law as sufficient and only after notification has been given to the Council within seven days after termination thereof. Provided that the Industrial Council may ratify the termination of a contract of service on any other grounds approved by the Council.

(c) When ratifying the contract of service, the Council shall at the same time issue to the employee a certificate of registration.

(d) In the case of an employee's inability to pass any of the prescribed tests, the Council shall endorse the relevant certificate of registration accordingly.

(8) The Council may in its discretion grant to an employee exemption from registration on such conditions as the Council may decide: Provided that apprentices or trainees shall be entitled to registration as such.

(9) Every employee who has been issued with a certificate in terms of this clause shall, upon accepting employment in the Industry, produce such certificate to his employer, and also to an agent of the Council on request. Provided that if such employee is a member of any of the trade unions he shall also produce such certificate to the organiser(s) of the trade union of which he is a member on being requested to do so.

(10) The Council may amend or withdraw a certificate which has been issued in terms of this clause and may reclassify the person to whom the certificate refers into a higher or lower grade and issue to him a new certificate to indicate his revised status whenever the Council is convinced that the original registration and classification has been done incorrectly. In such circumstances the decision of the Council shall be final.

(11) In order to enable the Council to give effect to the provisions of this clause, every employer and employee shall within 21 days of being requested by the Council to do so, furnish the Council with such particulars in such form as the Council may request and every employee shall furnish his employer with such information as the employer may require in order to enable him to comply with the requirements of this subclause.

(12) No employee, with the exception of a general worker, may take up employment in the Building Industry and no employer may employ an employee, unless he is registered with the Council in the relevant category in which he will be actively employed, and unless he can produce to the employer a certificate which in terms of this Agreement has been issued to him, or a certificate of exemption referred to in subclause (9) hereof.

(13) Any employee who loses or destroys a certificate of registration issued to him, shall apply for a new certificate to be issued to him and shall pay to the Council such amount as may from time to time be determined by the Council.

9. 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 or "labour-only" contractor or working employer.

(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.

10. WERKDAE EN WERKURE

(1) Behoudens klousule 11 van Hoofstuk I, mag geen werkgewer vereis of toelaat dat sy geskoolde werknemers buite die ure soos hieronder bepaal werk verrig nie. Geen geskoolde werknemer mag buite die ure soos hieronder bepaal werk verrig nie:

(a) Meer as 40 uur per week of meer as agt uur per dag;

(b) meer as vyf dae, van Maandag tot Vrydag, in 'n week;

(c) op Saterdag, Sondag, Nuwejaarsdag, Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte-dag, Kersdag en Welwillendheidsdag, of gedurende die jaarlikse verloftyd wat in klousule 12 van Hoofstuk I voorgeskryf is;

(d) voor 07h30 of na 16h30;

(e) tussen 12h00 en 12h30 op enige dag van Maandag tot en met Vrydag;

(f) langer as vyf uur sonder 'n pouse van minstens 30 minute: Met dien verstande dat 'n werkgewer dié pouse tot een uur kan verleng indien hy dit nodig ag.

(2) Behoudens klousule 11 van Hoofstuk I, mag geen werkgewer van 'n werknemer, uitgesonderd dié in subklousules (1) en (3) van hierdie klousule bedoel, vereis of hom toelaat om buite die ure soos hieronder bepaal te werk nie en mag geen werknemer buite die ure soos hieronder bepaal, werk nie:

(a) Meer as 45 uur in 'n bepaalde week of meer as nege uur op 'n bepaalde dag;

(b) meer as vyf dae vanaf Maandag tot Vrydag in 'n week;

(c) langer as vyf uur sonder 'n pouse van minstens 30 minute: Met dien verstande dat 'n werkgewer dié pouse tot een uur kan verleng indien hy dit nodig ag; of

(d) voor 07h00 of na 17h00;

(e) tussen 12h00 en 12h30 op enige dag van Maandag tot en met Vrydag;

(f) op Saterdag, Sondag, Nuwejaarsdag, Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte-dag, Kersdag en Welwillendheidsdag of gedurende die jaarlikse verloftyd wat in klousule 12 van Hoofstuk I voorgeskryf is.

(3) Van 'n werknemer wat persele patroleer en eiendom bewaak, mag nie vereis word om meer as ses dae per week en voor 16h30 en na 07h30 te werk nie. (By die toepassing van hierdie subklousule beteken "dag" 'n ononderbroke tydperk van 24 uur bereken vanaf die tyd wat die werknemer gewoonlik begin werk.)

(4) Alle werkende werkgewers en vennote en werkende direkteure en "slegs-arbeid"-kontrakteurs moet subklousule (1) nakom.

(5) Geen werknemer mag, terwyl hy by 'n werkgewer in diens is, op die dae in subklousule (1) (c) vermeld, gedurende die verloftydperk in klousule 12 van Hoofstuk I bedoel en buite die gewone werkure in subklousule (1) hierbo voorgeskryf werk wat in hierdie Ooreenkoms beskryf word, in die Bounywerheid of 'n ander nywerheid vra, onderneem of verrig nie, hetsy vir vergoeding al dan nie, behalwe dat sodanige werknemer slegs vir homself werk mag verrig.

11. OORTYDWERK, BETALING VIR OORTYDWERK EN WERK OP SEKERE DAE

(1) *Algemeen.*—'n Werkgewer mag nie oortyd werk of van 'n werknemer vereis of hom toelaat om oortyd te werk nie: Met dien verstande dat daar daaglik een uur langer as die werkure in klousule 10 van Hoofstuk I voorgeskryf gewerk mag word sonder die toestemming van die Raad. Toestemming om daaglik langer as een uur oortyd te werk moet skriftelik vooraf deur die werkgewer van die Raad verkry word. Skriftelike toestemming om oortyd te werk aan noodsaaklike dienste moet ook vooraf deur die werkgewer van die Raad verkry word. In noodgevalle mag oortyd wel gewerk word sonder om vooraf toestemming van die Raad te verkry: Met dien verstande dat die werkgewer dit by die Raad moet aanmeld binne die eerste vier ure van die daaropvolgende werkdag nadat sodanige noodwerk verrig moes word. By die toepassing van hierdie Ooreenkoms, moet alle tyd wat daar langer gewerk word as die getal gewone werkure wat in klousule 10 van Hoofstuk I voorgeskryf word, geag word oortydwerk te wees: Met dien verstande dat 'n werknemer vir oortydwerk teen oortydskaal betaal moet word slegs nadat hy 40 uur per week teen sy loonskaal voltooi het, behalwe in die geval waar 'n werknemer gedurende sodanige week by 'n werkgewer in diens getree het en om dié rede nie in staat was om 40 uur gewone tyd te voltooi nie: Voorts met dien verstande dat tyd wat met verlof van sy werkgewer verloor is of wat deur 'n mediese sertifikaat gedek word by die toepassing van hierdie voorbehoud geag word tyd gewerk te wees: Voorts met dien verstande dat die voorafgaande nie van toepassing is op 'n werknemer wat persele patroleer en eiendom bewaak nie.

(2) *Besoldiging vir oortydwerk.*—'n Werknemer van wie vereis word om te werk buite die ure soos in klousule 10 van Hoofstuk I voorgeskryf, moet soos volg betaal word:

(a) Teen sy loonskaal, plus een vyfde daarvan, vir die eerste uur oortyd gewerk per dag van Maandag tot Vrydag; en

10. WORK-DAYS AND HOURS OF WORK

(1) Subject to the provisions of clause 11 of Chapter I, no employer shall work or require or permit his skilled employees to work outside the hours determined hereunder. No skilled employee may perform work outside the hours determined hereunder:

(a) For more than 40 hours in any one week or for more than eight hours in any one day;

(b) for more than five days, from Monday to Friday, in any one week;

(c) on Saturday, Sunday, New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill, or during the annual leave period prescribed in clause 12 of Chapter I;

(d) before 07h30 or after 16h30;

(e) between 12h00 and 12h30, on any day from Monday to Friday, inclusive;

(f) for longer than five hours without a pause of at least 30 minutes: Provided that an employer may increase such interval to one hour if he deems it necessary.

(2) Subject to the provisions of clause 11 of Chapter I, no employer shall require or permit an employee, other than those referred to in subclause (1) and (3) of this clause, to work outside the hours determined hereunder and no employee may perform work outside the hours determined hereunder:

(a) For more than 45 hours in any one week or for more than nine hours in any one day;

(b) for more than five days from Monday to Friday in any one week;

(c) for longer than five hours without a break of at least 30 minutes: Provided that an employer may increase such break to one hour if he deems it necessary; or

(d) before 07h00 or after 17h00;

(e) Between 12h00 and 12h30, on any day from Monday to Friday inclusive;

(f) on Saturday, Sunday, New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill, or during the annual leave period prescribed in clause 12 of Chapter I.

(3) An employee engaged on patrolling premises and guarding property shall not be required to work more than six days per week and before 16h30 or after 07h30. (For the purposes of this subclause, "day" means a consecutive period of 24 hours reckoned from the time an employee normally commences work.)

(4) All working employers and partners and working directors and "labour-only" contractors shall observe the provisions of subclause (1).

(5) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement in the Building Industry or any other industry, whether for remuneration or not, on the days specified in subclause (1) (c), during the holiday period referred to in clause 12 of Chapter I and outside the ordinary hours of work prescribed in subclause (1) above, save that such employee may perform work for himself only.

11. OVERTIME, PAYMENT FOR OVERTIME AND WORK ON CERTAIN DAYS

(1) *General.*—An employer shall not work or require or allow an employee to work overtime: Provided that one hour overtime may be worked daily in excess of the ordinary hours prescribed in clause 10 of Chapter I without the permission of the Council. Permission to work overtime in excess of one hour per day shall first be obtained from the Council in writing. Written permission to work overtime on essential services shall also be obtained from the Council prior to commencing such work. In the case of emergency work, overtime may be worked without prior permission of the Council: Provided that the employer shall report such work to the Council within the first four hours of the next working day after such emergency has arisen. For the purposes of this Agreement, all time worked in excess of the number of ordinary hours of work prescribed in clause 10 of Chapter I shall be deemed to be overtime: Provided that an employee shall be paid for overtime at overtime rates only after having completed 40 hours per week at his rate of wages, except in the case where an employee has started with an employer during such week and for that reason has not been able to complete 40 hours ordinary time: Provided further that time lost with his employer's permission or covered by a medical certificate shall, for the purposes of this proviso, be deemed to be time worked: Provided further that the above shall not apply to an employee who is patrolling premises and guarding property.

(2) *Payment for overtime.*—Any employee who is required to work any time outside the hours as prescribed in clause 10 of Chapter I shall be paid—

(a) at his rate of wages, plus one fifth thereof, for the first hour overtime worked per day from Mondays to Fridays; and

(b) teen een en 'n half maal sy loonskaal vir alle oortyd wat daar langer as een uur per dag van Maandag tot Vrydag en vir alle oortyd wat daar op 'n Saterdag gewerk word, behalwe die Saterdag onmiddellik voor Hemelvaartsdag, wat as 'n gewone werkdag teen die gewone skaal van besoldiging beskou moet word.

(3) *Besoldiging vir werk op sekere dae.*—Tensy anders in die vrystellingsertifikaat bepaal, moet 'n werkgewer 'n werknemer minstens twee maal sy loon betaal vir al die tyd wat hy gewerk het op Sondag, Nuwejaarsdag, Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte, Kersdag en Welwillendheidsdag en dié ander dae wat gedek word deur die jaarlikse verloftydperk in klousule 12 van Hoofstuk I voorgeskryf.

(4) *Maksimum ure.*—Die gewone werkure plus oortydure mag hoogstens 56 uur per week beloop.

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

(a) sonder sy werkgewer 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 en die werkgewer is geregtig om verder van loongeld wat die werknemer reeds verdien het, die loon vir die betrokke aantal werkdag waarop hy aldus afwesig was in ooreenstemming met die omstandighede hierbo beskryf, met 'n maksimum van twee, af te trek.

(6) *Skofwerk.*—(a) 'n Werknemer mag werknemers in diens neem om twee of drie skofte te werk gedurende 'n tydperk van 24 uur, uitgesonderd op 'n Saterdag en 'n Sondag: 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 36: Voorts met dien verstande dat een van die skofte gewerk moet word in die tyd wat in klousule 10 van Hoofstuk I voorgeskryf word vir die klas of klasse werknemers daarin bedoel.

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

12. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Gedurende die tydperke hieronder genoem, mag geen werk in die Nywerheid deur werkgewers en werknemers verrig word nie:

Tussen 16h30 op 15 Desember 1983 en 07h30 op 11 Januarie 1984 of op die dae soos hieronder uiteengesit vir die duur van hierdie Ooreenkoms:

Nuwejaarsdag, Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte, Kersdag en Welwillendheidsdag.

(2) Geen werkgewer mag van 'n werknemer vereis om gedurende die verloftyd in subklousule (1) voorgeskryf of op die vakansiedae wat in dié subklousule bedoel word, werk in die Nywerheid te verrig nie en geen werknemer mag sodanige werk gedurende sodanige dae verrig sonder dat toestemming vooraf van die Raad verkry is nie.

13. DIENSBEEÏNDIGING

(1) Behoudens die bepalings hieronder uiteengesit moet 'n werknemer wat sy diens wil beëindig en moet 'n werkgewer wat die diens van sy werknemer wil beëindig minstens vyf werkdag kennis van sodanige diensbeëindiging gee waar die werknemer meer as 65 werkdag in diens was. In die geval van 'n voorman of algemene voorman moet die kennisgewingstermyn van vyf werkdag in werking tree na 22 werkdag diens: Met dien verstande dat die partye in hierdie geval oor 'n langer kennisgewingstermyn ooreen kan kom en in so 'n geval moet die ooreenkoms skriftelik aangegaan word. Waar 'n werknemer minder as die voorafgaande onderskeidelike tydperke in diens was, word daar geen kennisgewingstermyn vereis nie.

Ondanks bostaande bepalings kan 'n diensverhouding tussen 'n werkgewer en 'n werknemer om 'n regseldige rede sonder kennisgewing beëindig word en die gemeenregtelike bepalings aangaande verbeurings of boetes bly van toepassing op 'n werknemer wat dros.

(2) Beide werkgewer en werknemer kan in plaas van die voorgeskrewe kennis die voorgeskrewe betaling as gevolg van sodanige kennis aan die ander party betaal.

(3) 'n Werknemer wat betaling in plaas van kennisgewing ingevolge hierdie klousule ontvang, word geag die getal ure te gewerk het, ten opsigte waarvan hy aldus betaal word, bo en behalwe die getal ure wat hy werklik gewerk het.

(4) Waar kennis van diensbeëindiging gegee is, moet 'n werknemer voor die uitskeityd op die dag waarop sy diens beëindig word, 15 minute tyd gegee word om sy gereedskap weg te pak.

(b) at one and a half times his rate of wages for all overtime in excess of one hour per day from Monday to Friday, and for any overtime worked on a Saturday, except the Saturday immediately preceding Ascension Day, which shall be regarded as an ordinary working day at ordinary rates of pay.

(3) *Payment for work on certain days.*—An employer shall pay an employee at least double the rate of his wage unless otherwise stated in the certificate of exemption for all time worked on Sundays, New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill, and any such other days as may be covered by the annual leave period prescribed in clause 12 of Chapter I.

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

(5) *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) and the employer shall be entitled to further deduct from the employee's wages already earned, the wages for the relevant number of working days, with a maximum of two, on which he has so absented himself in accordance with the circumstances described above.

(6) *Shiftwork.*—(a) Except on a Saturday and a Sunday, an employer may engage employees to work two or three shifts during any period of 24 hours: Provided that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 36: Provided further that one of the shifts shall be worked within the time prescribed in clause 10 of Chapter I for the class or classes of employees referred to therein.

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

12. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) No work shall be performed in the Industry by employers and employees during the periods stated hereunder:

Between 16h30 on 15 December 1983 and 07h30 on 11 January 1984 or on the days set out hereunder for the duration of this Agreement:

New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill.

(2) No employer shall require an employee to perform, and no employee shall perform, any work in the Industry during the holiday period prescribed in subclause (1) nor on the holidays referred to in that subclause without the permission of the Council.

13. TERMINATION OF SERVICE

(1) Subject to the provisions set out hereunder, an employee who wishes to terminate his service and an employer who wishes to terminate the service of his employee shall give at least five working days' notice of such termination of service where the employee has been employed for more than 65 working days. In the case of a foreman or general foreman, the five working days' period of notice shall become effective after 22 working days of service: Provided that in this instance the parties may agree to a longer period of notice, in which case such agreement shall be in writing. Where an employee has worked for a shorter period than the abovementioned respective periods, no period of notice of termination of service shall be required.

Notwithstanding the above provisions, a work relation between an employer and employee can be terminated without notice for any cause recognised by law as sufficient, and the common law provisions in regard to forfeitures or penalties remain applicable in the case of an employee who deserts.

(2) Both employer and employee have the right to pay to the other party in lieu of the prescribed notice, the prescribed payment as a consequence of such notice.

(3) An employee who receives payment in lieu of notice in terms of this clause is deemed to have worked the number of hours in respect of which he is thus paid over and above the number of hours actually worked.

(4) Where notice of termination of service has been given, the employee shall prior to the normal time of finishing off on the day on which his service is to terminate be given 15 minutes time in order to pack away his tools.

(5) Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word, moet die werkgever by beëindiging van 'n dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Aanhangsel van hierdie Ooreenkoms voorgeskryf en wat die volle name van die werkgever en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

(6) *Opskorting van diens.*—(a) Behoudens klousule 7 (8) van Hoofstuk I, mag 'n werkgever die diens van 'n werknemer om watter rede ookal tydelik opskort.

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

14. TOESLUITPLEKKE EN BEWARING VAN GEREEDSKAP

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

(a) moet 'n toesluitplek by elke werkplek en elke werkwinkel verskaf waarin werknemers se gereedskap toegesluit kan word;

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

(c) is aanspreeklik vir die verlies of beskadiging van gereedskap van 'n werknemer weens brand in skure, toesluitplekke en werkwinkels en 'n werkgever moet dié gereedskap teen sodanige verlies of beskadiging verseker.

(2) Indien 'n werkgever—

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

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

is so 'n werkgever, indien 'n werknemer sy gereedskap verloor as gevolg van dié optrede of versuim, aanspreeklik vir die verlies van dié gereedskap.

(3) 'n Werknemer wat skadevergoeding van sy werkgever vir verlore gereedskap wil eis, moet 'n skriftelike aansoek by die Raad indien in dié vorm wat die Raad bepaal: Met dien verstande dat geen aansoek oorweeg word nie, tensy die aansoeker—

(a) die werkgever vóór die verlies van 'n skriftelike inventaris van die gereedskap wat in die betrokke toesluitplek geplaas is, voorsien het;

(b) die verlies van sy gereedskap so gou doenlik aan die polisie gerapporteer het; en

(c) die Raad van alle toepaslike inligting voorsien het wat die Raad mag vereis.

(4) Subklousule (2) ten opsigte van die verlies van gereedskap (uitgesonderd die verlies of beskadiging van gereedskap weens brand) is nie op 'n werkgever van toepassing nie, tensy dié gereedskap weggepak is in 'n gereedskapkis wat stewig toegesluit kan word en wat altyd behoorlik toegesluit gehou word, behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat—

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

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

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

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

15. VERSKAFFING VAN GEREEDSKAP

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

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

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

(b) *Messelaars.*—(i) Alle snygereedskap wat gebruik word vir die sny van silikastene of enige soort steen wat net so hard is; (ii) snygereedskap wat gebruik word vir gewapende beton; (iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmak van gereedskap.

(c) *Timmermans.*—Alle klampe, handskroewe, lymkaste, moersleutels, koevoete, awegare en bore wat meer as 300 mm lank is en alle hamers met 'n massa van 1,5 kg en meer en alle sae en/of gereedskap wat gebruik word vir die sny van gegolfde asbes of ander materiaal wat net so hard is.

(5) Except where a contract of employment of an employee is terminated on the ground of desertion, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the form prescribed in the Annexure to this Agreement, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

(6) *Suspension of employment.*—(a) Subject to the provisions of clause 7 (8) of Chapter I, an employer may temporarily suspend the employment of any employee, for any reason.

(b) Notwithstanding anything to the contrary contained in this Agreement, an employee shall be deemed to be working in addition to any period during which he is actually working, if he is absent from work upon the instructions or at the request of his employer.

14. LOCK-UPS AND STORAGE OF TOOLS

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

(a) provide a lock-up on every job and at every workshop for locking up employees' tools;

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

(c) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups and workshops due to fire, and such tools shall be insured by an employer against such loss or damage.

(2) If an employer—

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

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

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

(3) An employee wishing to claim compensation from his employer for lost tools, shall lodge a written application with the Council in such form as the Council may determine: Provided that no application shall be considered unless an applicant has—

(a) prior to the loss furnished the employer with a written inventory of the tools placed in the lock-up concerned;

(b) reported the loss of his tools to the Police as soon as practicable; and

(c) supplied the Council with such relevant information as the Council may require.

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

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

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

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

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

15. PROVISION OF TOOLS

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

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

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

(b) *Bricklayers.*—(i) All cutting tools used for cutting silica bricks or any kind of brick of similar hardness; (ii) cutting tool used for reinforced concrete; (iii) a competent toolsmith or suitable means and equipment for sharpening tools.

(c) *Carpenters.*—All cramps, hand screws, glue-brushes, wrenches, crowbars, augers and bits over 300 mm long, and all hammers 1,5 kg and over, and all saws and/or tools used for cutting corrugated asbestos or other material of similar hardness.

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

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

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

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

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

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

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

(iv) pypsnijgereedskap en -skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepels;

(vii) beitels, ponse en muurpenne wat langer is as 230 mm;

(viii) soldeeroute en blaaslampe;

(ix) vyle en ystersaaglemme;

(x) drewels met 'n diameter van meer as 50 mm;

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

(xii) plaatmetaalwerkershamers en swaar klophamers;

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

(xiv) moersleutels en tange wat langer is as 455 mm.

16. REISTOELAE, VERVOER EN REISTYD

(1) Waar 'n werkplek geleë is binne die gebied waarop hierdie Ooreenkoms betrekking het maar buite 'n straal van 5 km vanaf die Hoofposkantoor, Bloemfontein, moet die werkgewer elke werknemer in sy diens wat by sodanige werkplek werksaam is, 'n toelae van twee en 'n half sent betaal vir elke 500 m of gedeelte daarvan van die afstand verder as sodanige straal van 5 km. Die toelae is daagliks vir albei rigtings betaalbaar.

(2) 'n Werkgewer is daarop geregtig om geskikte vervoer in albei rigtings te verskaf in plaas van die reistoelae wat ingevolge subklousule (1) hiervan betaalbaar mag wees.

(3) Die tyd wat die werknemer bestee om na en van die werk te reis, val buite die gewone werkure wat in klousule 10 van Hoofstuk I voorgeskryf word.

(4) 'n Werkgewer moet die toelae in subklousule (1) bedoel, weekliks op die gewone betaaldag betaal.

(5) Waar 'n werknemer op dieselfde dag na meer as een werkplek gestuur word, moet hy vir die tyd wat hy bestee om van die een werkplek na die ander te reis betaal word asof dit tyd gewerk is, teen die lone voorgeskryf in klousule 4 (1) van Hoofstuk I.

17. KONTRAK VIR SLEGS ARBEID

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

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

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

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

18. AANSPORINGSKEMAS

(1) Ondanks klousule 18 van Hoofstuk I mag 'n werkgewer 'n stelsel van aansporingslone invoer en implementeer. Met dien verstande dat—

(i) as gevolg van die invoering van implementering van so 'n stelsel, die besoldiging en ander geldelike bystand wat 'n werknemer toekom minstens gelyk moet wees aan dié wat in hierdie Ooreenkoms vir hom voorgeskryf word;

(ii) die ander bepalinge van hierdie Ooreenkoms in elke opsig nagekom word;

(iii) 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 voorwaardes van so 'n skema kan ooreenkom.

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

(4) 'n Kopie van die ooreenkoms in subklousule (3) bedoel en alle wysigings daarvan moet by die Raad ingedien word.

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

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

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

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

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

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

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) chisels, punches and wall pins over 230 mm in length;

(viii) soldering irons and blowlamps;

(ix) files and hacksaw blades;

(x) mandrills over 50 mm in diameter;

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

(xii) sheetmetal workers' mallets and heavy dressers;

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

(xiv) wrenches and tongs over 455 mm in length.

16. TRAVELLING ALLOWANCE, TRANSPORT AND TRAVELLING TIME

(1) Whenever a job is situated within the area to which this Agreement relates but outside a radius of 5 km from the General Post Office, Bloemfontein, the employer shall pay to each employee employed by him on such job an allowance of two and a half cents for every 500 m or part thereof of the distance beyond such radius of 5 km. The allowance shall be payable both ways daily.

(2) An employer shall be entitled to provide suitable transport both ways in lieu of the travelling allowance as may be payable in terms of subclause (1) hereof.

(3) Time spent in travelling to and from work shall be outside the ordinary hours of work prescribed in clause 10 of Chapter I.

(4) An employer shall pay the allowance referred to in subclause (1) weekly on the usual pay-day.

(5) Where an employee is sent to work at more than one job on the same day, the time spent in travelling from job to job shall be paid for as time worked at the rates prescribed in clause 4 (1) of Chapter I.

17. LABOUR-ONLY CONTRACTS

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

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

(3) 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.

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

18. INCENTIVE SCHEMES

(1) Notwithstanding the provisions of Clause 18 of Chapter I, an employer may introduce and operate a system of incentive payments: Provided that—

(i) as a result of the introduction and operation of such a system the remuneration and other monetary benefits accruing to an employee shall not be less than those prescribed for him in this Agreement;

(ii) the other provisions of the Agreement are adhered to in every respect;

(iii) apprentices shall not be allowed to participate in such incentive scheme.

(2) An 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 alterations thereto which may have been agreed upon by the committee shall be reduced to writing and 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.

(4) A copy of the agreement referred to in subclause (3) and any alterations thereto shall be lodged with the Council.

19. HUUR VAN ARBEID

(1) Geen werkgever, prinsipaal of kontrakteur mag—

(a) gebruik maak van die dienste van iemand anders vir die lewering van arbeid om werk te verrig wat deur hierdie Ooreenkoms gedek word op 'n grondslag wat voorsiening maak vir besoldiging, bystand en toelaes aan iemand anders as die persoon wat die werk doen nie;

(b) ten opsigte van werk wat deur hierdie Ooreenkoms gedek word, besoldiging, bystand en toelaes aan 'n ander persoon betaal as die persoon wat ingevolge hierdie Ooreenkoms op sodanige besoldiging, bystand en toelaes geregtig is nie.

(2) Geen werknemer mag sy arbeid aan 'n werkgever, prinsipaal of kontrakteur beskikbaar stel op die grondslag van 'n kontrak of reëling met iemand anders wat so 'n werknemer verhinder om sy regte ingevolge hierdie Ooreenkoms uit te oefen om van die werkgever, prinsipaal of kontrakteur vir wie hy werk verrig die besoldiging, bystand en toelaes te verkry wat deur hierdie Ooreenkoms voorgeskryf word nie.

(3) Geen werknemer mag werk binne die bestek van die Bounywerheid, soos in hierdie Ooreenkoms omskryf, vra of onderneem of bestellings daarvoor neem nie, hetsy teen besoldiging of nie, behalwe vir sy werkgever. Met dien verstande dat hierdie subklousule nie so vertolk moet word dat dit 'n werknemer vir wie lone in klousule 4 (1) voorgeskryf is, verbied om bouwerk te verrig aan 'n wooneenheid ('n woonhuis of 'n skakelwoonstel of 'n dupeks of 'n woonstel) wat deur sodanige werknemer of besit of gehuur word en wat deur hom bewoon word nie.

(4) Subklousules (1) en (2) hiervan is nie van toepassing nie ten opsigte van 'n werknemer wat bona fide in diens is van 'n werkgever op wie hierdie Ooreenkoms van toepassing is, en wat, met die toestemming van sodanige werkgever, werk wat deur hierdie Ooreenkoms gedek word, verrig vir 'n ander werkgever op wie hierdie Ooreenkoms van toepassing is.

20. ADMINISTRASIE VAN OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms en kan vir die leiding van die werkgevers en die werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie, en alle sake waarvoor 'n subkomitee tot 'n beslissing moet of mag geraak, kan deur enigen wat deur so 'n beslissing veronreg voel, by wyse van appèl na die Raad verwys word.

21. AGENTE

(1) Die Raad moet ingevolge artikel 62 (7) van die Wet een of meer persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms en moet sodanige agente van sertifikate voorsien wat deur die Sekretaris of 'n gemagtigde beamppte geteken is. 'n Agent het die reg om—

(a) enige perseel of plek waar die Nywerheid beoefen word, te eniger tyd te betree wanneer hy redelike grond het om te vermoed dat enigen daar werksaam is;

(b) enigen wat hy in of op die perseel of plek vind, alleen of in die teenwoordigheid van ander persone, soos hy goedgevind, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Die agent kan by die uitvoering van sy pligte 'n tolk saam met hom neem en moet na afhandeling van sy ondersoek in verbinding tree met 'n verantwoordelike persoon in diens van die werkgever.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet aan die agent alle moontlike hulp verleen om hom in staat te stel om aan bogenoemde bepalings uitvoering te gee.

22. VAKVERENIGINGBEAMPTES

(1) Beampptes van die vakverenigings wat partye by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die bouterreine en werkinkels en kan van 'n lid of potensiele lid vereis om sy registrasiesertifikaat aan hom te toon, maar mag nie voorkom dat 'n werknemer sy werk voortsit nie, tensy hulle vooraf die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger verkry het, en dié toestemming mag nie sonder billike rede weerhou word nie.

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

23. REGISTRASIE VAN WERKGEWERS

(1) *Algemeen.*—(a) Elke werkgever wat op die datum waarop hierdie Ooreenkoms in werking tree in die Nywerheid is, moet, as hy dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, binne een maand die volgende besonderde aan die Sekretaris verstrek op 'n vorm wat deur die Raad voorgeskryf word:

(i) Volle naam;

(ii) besigheidsadres;

19. HIRE OF LABOUR

(1) No employer, principal or contractor shall—

(a) avail himself of the services of another person for the supply of labour to perform work covered by this Agreement on any basis which provides for remuneration, benefits and allowances to be paid to a person other than the person performing such work;

(b) in respect of work covered by this Agreement, pay remuneration, benefits and allowances to a person other than the person who, in terms of this Agreement, is entitled to such remuneration, benefits and allowances.

(2) No employee shall make his labour available to an employer, principal or contractor on the basis of any contract or arrangement with another person which precludes such employee from exercising his rights under this Agreement to secure from the employer, principal or contractor for whom he performs work, the remuneration, benefits and allowances prescribed by this Agreement.

(3) No employee shall solicit or take orders for or undertake any work falling within the scope of the Building Industry as defined in this Agreement, whether for remuneration or not, other than for his employer: Provided that this subclause shall not be construed to prohibit an employee for whom wages are prescribed in clause 4 (1) from carrying out building work on any residential unit (a dwelling-house or a maisonnette or a duplex or a flat) which is either owned or rented by such employee and which is occupied by such employee.

(4) The provisions of subclauses (1) and (2) hereof shall not apply in respect of an employee in the bona fide employ of an employer to whom this Agreement applies who, with the consent of such employer, performs work covered by this Agreement for another employer to whom this Agreement applies.

20. ADMINISTRATION OF AGREEMENT

The Council shall be 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, and all matters on which a subcommittee is required or permitted to reach a decision shall be capable of being referred by any person aggrieved by a decision, to the Council by way of appeal.

21. AGENTS

(1) The Council shall appoint one or more persons as agents in terms of section 62 (7) of the Act to assist in giving effect to the terms of this Agreement and shall furnish every such agent with a certificate signed by the Secretary or an authorised official. An agent shall have the right to—

(a) enter any premises or place in which the 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 persons 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 in the course of fulfilling his duties may take with him an interpreter and shall contract a responsible person in the employ of the employer after his investigation.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the assistance possible to enable him to carry out the above provisions.

22. TRADE UNION OFFICIALS

(1) Officials of the trade unions which are parties to this Council shall in the ordinary course of their duties have access to building sites and workshops during working hours and shall be permitted to require from any member or potential member to produce his registration certificate to him but shall not be allowed to interfere with the continued performance of work by any employee without the prior consent of the employer or his duly authorised representative which shall not be unreasonably withheld.

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

23. REGISTRATION OF EMPLOYERS

(1) *General.*—(a) Every employer in the Industry at the date on which this Agreement comes into operation who has not already done so in pursuance of a previous agreement shall, within one month, forward to the Secretary on a form prescribed by the Council, the following particulars:

(i) Full name;

(ii) business address;

(iii) die ambag of ambagte wat hy in die Nywerheid beoefen.

(b) Alle werkgewers wat tot die Nywerheid toetree ná die datum van inwerkingtreding van hierdie Ooreenkoms, moet ook binne een maand vanaf die begin van hul werksaamhede die besonderhede verstrek wat by paragraaf (a) van hierdie subklousule vereis word.

(c) Waar die werkgewer 'n vennootskap of maatskappy is, moet die inligting wat by paragraaf (a) van hierdie subklousule vereis word, ten opsigte van elke vennoot, direkteur, ensovoorts, verstrek word. Die naam waaronder die vennootskap of maatskappy sake verrig, moet ook verstrek word.

(2) Enige persoon, vennoot of direkteur wat ook self geskoolde werk in die Bounywerheid verrig, moet, tesame met sy aansoek om registrasie as werkgewer, aan die Raad bewys lewer dat hy bekwaam is om as geskoolde werknemer geregistreer te word. Met dien verstande dat bostaande nie van toepassing is nie indien hy bewys kan lewer dat hy wel ander geregisteerde geskoolde werknemers in sy diens het.

Die Raad kan registrasie van so 'n aansoeker as 'n werkende werkgewer weier indien hy nie aan bogenoemde vereistes voldoen nie.

(3) Die Sekretaris moet 'n register byhou van alle werkgewers wat in subklousule (1) hiervan bedoel word.

(4) Elke geregistreerde werkgewer moet die Raad binne 14 dae vanaf die datum van verandering in die besonderhede wat by registrasie verstrek is, skriftelik van sodanige verandering in kennis stel.

24. LOONWAARBORG

(1) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree in die Bounywerheid is en nie reeds ingevolge 'n vorige ooreenkoms 'n waarborg by die Raad ingedien het nie, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne 21 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, of binne sodanige verdere tydperk as wat die Raad toelaat, 'n waarborg wat vir die Raad aanvaarbaar is, by die Raad indien: Met dien verstande dat—

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

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

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

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

(a) Twee weke se loon soos in klousule 4 voorgeskryf;

(b) twee weke se aanvullende besoldiging en bydraes soos in hierdie Ooreenkoms voorgeskryf wat deur die werkgewer betaalbaar is;

Met dien verstande dat die bedrag van 'n waarborg wat ooreenkomstig hierdie subklousule bepaal word, minstens R500 moet wees.

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

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

(i) so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgewer skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg; en

(ii) die bedrag van sodanige waarborg nie tot minder as R500 verminder mag word nie.

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

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

(i) die totale eis ten opsigte van een werknemer meer mag wees as die berekende bedrae en tydperke voorgeskryf in subklousule (2); en

(iii) the trade or trades which he is carrying on in the Industry.

(b) The particulars required under paragraph (a) of this subclause shall also be furnished by all employers entering the Industry after the date on which this Agreement comes into operation within one month of commencing operations.

(c) Where the employer is a partnership or company, information in accordance with paragraph (a) of this subclause shall be furnished in respect of each partner, director, etc. The title under which the partnership or company is operating shall also be furnished.

(2) Any person, partner or director who performs skilled work in the Industry shall, together with his application for registration as an employer, furnish proof to the Council that he is qualified to be registered as a skilled employee: Provided that the above shall not apply if he can furnish proof that he has other registered skilled employees in his employment.

The Council may refuse to register such applicant as a working employer if the above provisions are not complied with.

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

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

24. WAGE GUARANTEE

(1) Every employer in the Building Industry at the date on which this Agreement comes into operation, who has not already lodged a guarantee with the Council in pursuance of a previous agreement, and every employer who enters the Industry after that date shall, within 21 days of such date, or of the date on which such employer commences operations, as the case may be, or within such further period as may be allowed by the Council, lodge with the Council a guarantee acceptable to the Council: Provided that—

(i) the amount of the guarantee to be lodged with the Council by each employer in terms of this clause shall be assessed by the Council in the manner prescribed in subclause (2);

(ii) the amount of any guarantee lodged with the Council by an employer in terms of this clause may be increased or reduced by the Council in the manner prescribed in subclause (3);

(iii) a guarantee lodged with the Council in terms of this clause may be utilised by the Council for the purpose described in subclause (4).

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

(a) Two weeks' wages as prescribed in clause 4;

(b) two weeks' supplementary remuneration and contributions payable by an employer as prescribed in this Agreement;

Provided that the amount of any guarantee assessed in accordance with the provisions of this subclause shall not be less than R500.

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

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

(i) no such reduction shall be permitted by the Council unless such employer has applied to the Council, in writing, for the amount of such guarantee to be reduced; and

(ii) the amount of such guarantee shall not be reduced to less than R500.

(c) No increase or reduction of the amount of any guarantee in accordance with the provisions of paragraphs (a) and (b) shall be required or permitted at intervals of less than six months.

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

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

(ii) die totale eis ten opsigte van een of meer werknemers nie meer mag wees nie as die totale bedrag van die waarborg wat by die Raad ingedien is.

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

(6) (a) Wanneer kontant by die Raad gedeponeer word as 'n waarborg ingevolge hierdie klousule moet dié geld op vaste deposito vir een jaar op 'n slag belê word by 'n bouvereniging of 'n bank wat onderskeidelik ingevolge die Bouverenigingswet, 1965, of die Bankwet, 1965, geregistreer is.

(b) Alle rente op dié vaste deposito's moet teen 5% per jaar, min 'n halfpersent wat deur die Raad as administrasiekoste teruggehou word, deur die Raad aan die werkgever betaal word by kansellatie van die waarborg.

(7) Indien 'n werkgever sy waarborg, hetsy in kontant of andersins, betaal het, en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan die bepalings van klousule 1 (1), (3) en (4) en klousule 2 (1) tot (8) van Hoofstuk IV voldoen het nie, word sodanige waarborg verbeur aan die algemene fondse van die Raad en word die werkgever se registrasie gekanselleer nadat die Raad sodanige werkgever daarvan verwittig het deur 'n geregistreerde brief te stuur na die werkgever se jongste adres wat by die Raad opgeteken is: Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgever daarom aansoek doen en sy aansoek vergesel gaan van die nodige bewys ter staving van sy eis, asook bewys dat hy voldoen het aan die bepalings van hierdie Ooreenkoms, soos deur die Raad vereis word, sodanige deposito, tesame met die rente wat daarop opgeloopt het teen 'n koers soos van tyd tot tyd deur die Raad bepaal, aan sodanige werkgever kan betaal.

(8) Elke werkgever wat lid is van die werkgeversorganisasie moet ten opsigte van elke geskoolde werknemer wat 16 uur of langer per week, uitgesonderd oortyd, by hom in diens is, aan die Raad *mutatis mutandis* die bedrag van 1c per week betaal in ooreenstemming met die wyse en prosedure soos in klousules 1 en 2 van Hoofstuk IV bepaal: Met dien verstande dat die Raad 'n verdere waarborg kan hef op 'n werkgever indien die maksimum dekking ingevolge hierdie subklousule onvoldoende is.

25. ONGEVALLEDEKKING

(1) Elke werkgever moet, wanneer hy as sodanig by die Raad registreer, en elke werkgever wat alreeds by die Raad geregistreer is, moet, binne drie maande vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, aansoek doen by die Ongevallekommissaris om spesiale dekking ingevolge artikel 3 (2) (b) van Wet 30 van 1941. Die spesiale ooreenkoms moet aangegaan word om die werknemers in te sluit op wie hierdie Ooreenkoms van toepassing is wie se verdienste, bereken ooreenkomstig artikel 41 van die Wet, meer is as die perk deur die Wet voorgeskryf, ten einde die werknemers in staat te stel om die nodige dekking binne die raamwerk van die Wet te verkry.

(2) Elke werkgever moet toesien dat die spesiale ooreenkoms ten opsigte van al bogenoemde werknemers jaarliks hernieu word om sodoende te verseker dat dié werknemers wel beskerming van die Wet sal geniet.

(3) 'n Werkgever kan egter 'n ander soortgelyke versekering aangaan ten opsigte van sodanige werknemers: Met dien verstande dat die ongevalledekking in so 'n geval in die algemeen nie minder gunstig mag wees nie as die dekking verkrygbaar ingevolge die Ongevallewet.

26. KENNISGEWINGBORD

(1) Elke werkgever en alle werkgevers in 'n vennootskap moet, wanneer hy of hulle bouwerk verrig, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opsigtelike plek wat vir die publiek toeganklik is en sodanige kennisgewingbord moet die besigheidsnaam en die besigheidsadres van sodanige werkgever of vennootskap verstrek: Met dien verstande dat waar meer as een werkgever die bouwerk verrig, bostaande besonderhede van al dié werkgevers op een gesamentlike kennisgewingbord kan verskyn.

(2) Hierdie klousule is alleen van toepassing op werk wat sewe dae of langer duur.

(3) Die naam van die werkgeversorganisasie waarvan die werkgever lid is, moet ook gemeld word op die kennisgewingbord wat in subklousule (1) bedoel word.

27. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS

(1) Elke werkgever moet—

(a) altyd 'n eksemplaar van hierdie Ooreenkoms op sy perseel beskikbaar hou sodat persone by hom in diens dit sorgvuldig kan deursoek; en

(b) leesbare kennisgewings in die vorm voorgeskryf in die regulasies ingevolge die Wet in albei amptelike tale van die Republiek van Suid-Afrika, wat—

(i) die voorgeskrewe opsommings van of uittreksels uit die Wet bevat;

(ii) die amptelike adres van die Afdelingsinspekteur van Mannekrag, Bloemfontein, en die adres van die Sekretaris van die Raad bevat;

(iii) die dag van die week, die tyd en plek spesifiseer waar besoldiging gewoonlik elke week betaal sal word;

opplak en opgeplak hou op 'n opvallende plek op sy perseel, wat deur hom bepaal moet word, of op sodanige ander plekke op sy perseel as wat die Raad van tyd tot tyd mag aanwys.

(ii) the total claim in respect of any one or more employees shall not exceed the total amount of the guarantee lodged with the Council.

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

(6) (a) Whenever cash is deposited with the Council as a guarantee in terms of this clause, such money shall be invested on fixed deposit for one year at a time with a building society or a bank registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively.

(b) Any interest accruing to such fixed deposits shall be paid to the employer by the Council on cancellation of the guarantee at the rate of 5 per cent per annum, less one half per cent, which shall be retained by the Council as administrative expenses.

(7) Where an employer has lodged a guarantee, whether in cash or otherwise, and has for a period of at least 12 consecutive calendar months not complied with the provisions of clause 1 (1), (3) and (4) and clause 2 (1) to (8) of Chapter IV, such guarantee shall be forfeited to the general funds of the Council and his registration shall be cancelled after such employer has been informed thereof by the Council by way of a registered letter sent to his latest address on record with the Council: Provided that the Council shall at any subsequent date on application by such employer, supported by the necessary proof substantiating his claim and proof that he has complied with the provisions of this Agreement, as may be required by the Council, pay to such employer such deposit together with the interest accrued thereon at a rate as determined by the Council from time to time.

(8) Every employer who is a member of the employers' organisation shall in respect of every skilled employee employed by him for 16 hours or more during a week, excluding overtime, pay to the Council *mutatis mutandis* in accordance with the manner and procedure laid down in clauses 1 and 2 of Chapter IV, the amount of 1c per week: Provided that the Council may require an increased guarantee in respect of an employer if the maximum guarantee in terms of this subclause is insufficient.

25. COVERAGE UNDER WORKMEN'S COMPENSATION ACT

(1) Every employer shall when registering with the Council and every employer already registered with the Council shall within a period of three months from the date of coming into operation of this Agreement, make application to the Workmen's Compensation Commissioner for special coverage in terms of section 3 (2) (b) of Act 30 of 1941. The special arrangement shall include those employees to whom this Agreement applies, whose earnings, calculated in the manner set forth in section 41 of the Act, exceed the limit prescribed in terms of the Act, to enable those employees to get the necessary coverage under the Act.

(2) Every employer shall ensure that the special arrangement is renewed annually in respect of all the above employees, to ensure that they are covered under the Act.

(3) An employer may, however, take out any other similar insurance in respect of such employees: Provided that the coverage in such a case is not less favourable than the coverage obtainable in terms of the Workmen's Compensation Act.

26. NOTICE-BOARD

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them, display in a conspicuous place accessible to the public, a notice-board of a size not less than 60 cm by 45 cm or a notice-board approved by the Council, showing the business name and business address of such employer or partnership: Provided that where more than one employer operates on a site, the above particulars of all such employers may be shown on one combined notice-board.

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

(3) The name of the employers' organisation of which the employer is a member shall also be shown on the notice-board referred to in subclause (1).

27. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES

(1) Every employer shall—

(a) at all times keep a copy of this Agreement available on his premises for perusal by persons employed by him; and

(b) affix and keep affixed in some conspicuous place upon his premises to be determined by him, or in such other places upon his premises as the Council may from time to time direct, notices in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Republic of South Africa—

(i) containing the prescribed summaries of or extracts from the provisions of the Act;

(ii) containing the official address of the Divisional Inspector of Manpower, Bloemfontein, and the address of the Secretary of the Council;

(iii) specifying the day of the week and the time and place at which remuneration will ordinary be paid each week.

28. NATWEERSKUILING

By alle persele waar boubedrywighede aan die gang is, moet werk-gewers geskikte akkommodasie verskaf—

(a) om as skuiling vir werknemers gedurende nat weer te dien;

(b) om as kleedkamer te dien: Met dien verstande dat hierdie bepaling nie van toepassing is nie op persele waar minder as 10 werknemers in diens is of waar die omstandighede eie aan die perseel of die aard van die werk wat aan die gang is, nie akkommodasie vir 'n kleedkamer toelaat nie.

29. LATRINES

(1) Dit is die hoofkontraakteur se verantwoordelikheid om te verseker dat behoorlike sanitêre geriewe vir Blankes en Nie-Blankes afsonderlik op alle kontrakterreine en werkplekke verskaf word en die buitekant van die deur moet met geverfde of sjabloonletters van minstens 5 cm hoog gemerk word om aan te dui vir welke ras se gebruik dié latrines bedoel is. Waar daar rioolaansluitpunte bestaan, moet die latrines daarby aangesluit word voordat daar met die werk begin word; in alle ander gevalle waar ander stelsels gebruik moet word, moet daar daaglikse behoorlike toesig gehou word ten einde sindelikhed en higiëne te verseker.

(2) By die toepassing van hierdie klousule, beteken 'n latrine behoorlike sanitêre geriewe, bestaande uit drie mure en 'n dak van beton, steenwerk, hout, yster of 'n kombinasie daarvan, of van 'n ander geskikte materiaal gemaak, met 'n behoorlike skarnierdeur en behoorlike geskaafde houtsitplek of ander geskikte sitplek. Die geheel moet so gekonstrueer wees dat dit weerbestande skuiling bied wat van binne gesluit kan word en die minimum vloerruimte van 'n latrine moet minstens 1 m² met 'n minimum hoogte van 2 m wees.

30. VERVERSINGS

(1) Elke werkgever moet op alle kontrakterreine en werkpersele—

(a) 'n persoon beskikbaar stel om in die oggend, middag en namiddag vir sy werknemers tee te maak;

(b) 'n ketel of ander geskikte houer met 'n kraan en 'n deksel verskaf, en dit in 'n behoorlike toestand en skoon hou, en sodanige houer mag vir geen ander doel gebruik word as om water daarin te kook nie.

(2) Alle werknemers is geregtig op 'n teepouse in die oggend en in die middag en elke teepouse moet minstens 10 minute duur, wat geag moet word as tyd gewerk.

(3) By werk waar minstens 25 werknemers gewoonlik werksaam is, moet die werkgever 'n eetkamer met tafels en banke van geskaafde hout verskaf, en daar moet daaglikse toesig daarvoor gehou word ten einde sindelikhed te verseker, en sodanige eetkamer moet nie vir die teepouses of gedurende werkure beskikbaar wees nie.

31. EERSTEHULP

(1) Elke hoofkontraakteur, prinsipaal en/of kontraakteur moet ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), by alle werkplekke en in alle werkwinkels 'n bevredigende uitgeruste eerste-hulpkis verskaf wat van hout, metaal of plastiek of 'n komposisie daarvan gemaak is en wat toegerus is met 'n geskikte deur of deksel om sindelikhed te verseker, en moet dit in 'n goeie toestand hou.

(2) By alle werkplekke en in alle werkwinkels waar meer as 100 persone werksaam is, moet 'n addisionele kistie vir elke addisionele 100 persone verskaf word. Die getal eerste-hulpkisties moet bereken word volgens die grootste getal persone wat op 'n bepaalde tydperk in diens geneem is en 'n breuk van 100 moet beskou word as 100.

(3) Elke eerste-hulpkistie moet geskikte apparaat en benodighede bevat ooreenkomstig die aard van die werksaamhede wat uitgevoer word.

(4) Niks behalwe apparaat en benodighede vir eerste-hulp mag in die eerste-hulpkistie gehou word nie.

(5) Elke eerste-hulpkistie moet gehou word op 'n plek wat gereedelik toeganklik is in geval van ongelukke, en daar moet minstens een sodanige kistie op elke verdieping van 'n gebou wees indien die Raad dit vereis.

(6) 'n Kennisgewingbord wat aangedui waar 'n eerste-hulpkistie geplaas is en wat die naam is van die persoon at vir sodanige kistie verantwoordelik is, moet op 'n opvallende en toeganklike plek aangebring word.

32. VRYSTELLINGS

(1) (a) Wanneer aansoek daarom gedoen word, of wanneer omstandighede sodanig is dat, na die mening van die Raad, die vrystelling van 'n persoon of persone van een of meer van of van al die bepalings van hierdie Ooreenkoms, geregverdig is, kan die Raad, as hy dit dienstig ag, en behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, vrystelling van een of meer van of van al sodanige bepalings verleen aan of ten opsigte van sodanige persoon of persone, vir dié tydperk en onderworpe aan dié voorwaardes wat hy mag vaststel.

(b) Die tydperk waarvoor sodanige vrystelling verleen word, kan begin op 'n datum voor die datum waarop die vrystelling toegestaan word maar nie vóór die datum waarop die aansoek gedoen is of genoemde omstandighede onder die Raad se aandag gebring is nie, na gelang van die geval.

28. WET WEATHER SHELTER

At any site where building operations are being conducted, employers shall provide suitable accommodation—

(a) to serve as a shelter for employees during wet weather;

(b) to serve as a change-room: Provided that this provision shall not apply on sites where less than 10 employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit of accommodation for a change-room.

29. LATRINES

(1) The main contractor shall be responsible to ensure that proper sanitary accommodation is provided on all contract sites and working premises for Whites and Non-Whites separately, marked on the outside of the door in painted or stencilled letters of at least 5 cm high, to indicate the race for the use of which they are intended. Wherever sewerage points exist, latrines must be connected thereto before the job is started; in all other cases where other systems have to be used, proper and daily supervision must be carried out so as to ensure cleanliness and hygiene.

(2) For the purposes of this clause, a latrine means proper sanitary accommodation, constructed of three walls and roof, composed of concrete, brickwork, wood, iron, or any combination thereof, or any other suitable material, with a properly hinged door and suitable planed wooden seating or any other suitable seating, the whole to be so constructed as to provide a weather-proof shelter, capable of being secured from the inside. The minimum floor space of a latrine shall not be less than 1 m² with a minimum height of 2 m.

30. REFRESHMENTS

(1) Every employer shall provide on all contract sites and working premises—

(a) a person for the preparation of tea for his employees in the morning, at noon and in the afternoon;

(b) a kettle or other suitable container fitted with a tap and lid, to be properly maintained and kept clean and not to be used for any purpose other than boiling water.

(2) All employees shall be entitled to a tea interval in the morning and in the afternoon and each tea interval shall be of at least 10 minutes' duration and shall be deemed to be time worked.

(3) On jobs where not less than 25 employees are ordinarily employed the employer shall provide a mess-room with planed tables and benches, which shall be supervised daily to ensure cleanliness and this shall not be available for tea intervals or during working hours.

31. FIRST-AID

(1) Every main contractor, principal and/or contractor shall in accordance with the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941), provide and maintain in good condition a satisfactorily equipped first-aid box, made of wood, metal or plastic or any composition thereof, fitted with a suitable door or lid to ensure cleanliness on all jobs and in all workshops.

(2) On all jobs and in all workshops where more than 100 persons are employed, an additional box for every additional 100 persons shall be provided. The number of first-aid boxes shall be calculated on the largest number of persons employed at any one time and any fraction of 100 shall be reckoned as 100.

(3) Each first-aid box shall contain suitable appliances and requisites in accordance with the nature of activities carried on.

(4) Nothing except appliances and requisites for first-aid shall be kept in the first-aid box.

(5) Each first-aid box shall be kept in a place readily accessible in case of accidents, and there shall be at least one such box on each floor of a building, if the Council so requires.

(6) A notice shall be fixed in a prominent and accessible place indicating where a first-aid box is placed and the name of the person in charge of such box.

32. EXEMPTIONS

(1) (a) Whenever application is made for, or whenever circumstances exist which, in the opinion of the Council, justify the exemption of any person or persons from one or more or all of the provisions of this Agreement, the Council may, if it deems it expedient to do so and subject to the proviso to section 51 (3) of the Act, grant exemption from one or more or all of such provisions to or in respect of that person or persons, for such period and subject to such terms and conditions as it may determine.

(b) The period for which any such exemption is granted may commence on a date prior to that date on which the exemption is granted but not earlier than the date on which the application was made or the said circumstances were brought to the Council's notice, as the case may be.

(2) Die voorwaardes van 'n vrystelling toegestaan ingevolge subklousule (1) (a) moet ingelyf word in die vrystellingstifikaat, onderteken deur die Sekretaris, en 'n kopie daarvan moet gestuur word aan sodanige persoon of persone as wat die Raad nodig ag.

(3) Vrystelling ingevolge hierdie klousule toegestaan aan of ten opsigte van 'n persoon of persone, stel 'n werkgewer wat sodanige persoon of persone in diens het, vry van die betrokke bepalings van die Ooreenkoms in die mate wat in die vrystellingstifikaat gespesifiseer word, en die voorwaardes in die vrystellingstifikaat vervat, is bindend vir die persoon of persone aan of ten opsigte van wie die vrystelling verleen is, en as daardie persoon 'n werknemer is, vir elke persoon wat hom in diens neem.

(4) Vrystelling wat ingevolge hierdie subklousule verleen word, kan te eniger tyd deur die Raad ingetrek of gewysig word.

33. TYD- EN LOONREGISTERS WAT WERKGEWERS MOET BYHOU

(1) Elke werkgewer moet ten alle tye die registers byhou wat ingevolge artikel 57 (1) van die Wet vereis word, en wel op die wyse voorgeskryf in regulasie 8 van die regulasies ingevolge die Wet.

(2) Elke werkgewer moet die registers wat hy ingevolge subklousule (1) byhou, vir 'n tydperk van drie jaar ná die datum van die register in sy besit hou en moet so 'n register te eniger tyd gedurende genoemde tydperk van drie jaar op versoek van 'n agent van die Raad vir inspeksiedoeleindes voorlê.

(3) Die registers in subklousule (1) bedoel, moet met ink op 'n duursame materiaal geskryf of getik word en die letters moet leesbaar wees.

34. OPGAWES WAT WERKGEWERS MOET VOORLÊ

(1) Elke werkgewer wat ingevolge hierdie Ooreenkoms bydraes aan die Sekretaris van die Raad moet betaal, moet voor of op die Vrydag van elke week of binne sodanige verdere tydperk as wat die Raad toelaat, aan die Sekretaris van die Raad 'n opgawe voorlê in die vorm van en met die besonderhede uiteengesit in Aanhangsel C van hierdie Ooreenkoms, saam met die bedrag van die bydraes wat hy moet betaal.

(2) Die opgawe in subklousule (1) bedoel, moet deur die Raad kosteloos aan die werkgewer verskaf word.

35. ALGEMEEN

(1) Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as die wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van behandeling of die toekenning aan hom van voordele wat vir hom minder gunstig is as die behandeling of voordele in hierdie Ooreenkoms of 'n ander ooreenkoms voorgeskryf, veroorloof nie, en ook mag dit nie afstand deur 'n werknemer van die toepassing op hom van 'n bepaling van hierdie Ooreenkoms of 'n ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

(2) Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

(3) Om geskoolde werknemerstatus te bereik kan werknemers in enigeen van die volgende aangewese ambagte opgelei word deur middel van 'n vakleerlingskap- of leerlingskapskema:

- (a) Messelaar.
- (b) Messelaar en pleisteraar.
- (c) Timmerman.
- (d) Skrynwerker en timmerman.
- (e) Skrynwerker.
- (f) Verwer en versierder.
- (g) Pleisteraar.
- (h) Loodgieter.
- (i) Winkeluitrustingswerker.
- (j) Letterskilder.
- (k) Klipmesselaar.
- (l) Muur- en vloerteëlleër.
- (m) Houtmasjienwerker.

36. SIEKTEBESOLDIGING.—AMBAGSMANNE

Siekte- en Ongeluksbystand moet ooreenkomstig die reëls van die Bystandfonds, deur die Bystandfonds betaal word aan geskoolde werknemers vir wie lone in klousule 4 (1) (i) tot (iv), (vii), (xii), (xvii), (xxii) van Hoofstuk 1 en Voormanne voorgeskryf word.

(2) The terms and conditions of an exemption granted under subclause (1) (a) shall be incorporated in the licence of exemption, signed by the Secretary, and a copy thereof shall be transmitted to such person or persons as the Council considers necessary.

(3) Any exemption granted to or in respect of a person or persons under this subclause shall exempt any employer who employs such person or persons from the relevant provisions of the Agreement to the extent specified in the licence of exemption, and the terms and conditions incorporated in the licence of exemption shall be binding upon the person or persons to or in respect of whom the exemption was granted, and, if that person is an employee, upon every person who employs him.

(4) Any exemption granted under this subclause may at any time be withdrawn or amended by the Council.

33. TIME AND WAGE RECORDS TO BE KEPT BY EMPLOYERS

(1) Every employer shall at all times keep the records required by section 57 (1) of the Act in the manner prescribed by regulation 8 of the regulations under the Act.

(2) Every employer shall retain the records kept by him in terms of subclause (1) for a period of three years subsequent to the date of the record and shall on demand by an agent of the Council made at any time during the said period of three years produce any such record for inspection.

(3) The records referred to in subclause (1) shall be kept in ink in writing or typescript in legible characters and on material of a durable nature.

34. STATEMENTS TO BE FURNISHED BY EMPLOYERS

(1) Every employer liable to pay contributions to the Secretary of the Council in terms of the provisions of this Agreement shall, not later than Friday in each week or within such further period as the Council may allow, forward to the Secretary of the Council, together with the amount of the contributions he is required to pay, a statement which shall be in the form of the contain the particulars specified in Annexure C to this Agreement.

(2) The statement referred to in subclause (1) shall be supplied by the Council free of charge to the employer.

35. GENERAL

(1) No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit of the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any 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 or any other agreement nor shall it effect any waiver by any employee of the application to him of any provision of this Agreement or any other agreement. Any such agreement shall be void.

(2) Every provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any 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 effect the remainder of the Agreement, which shall in that event constitute the Agreement.

(3) Employees can be trained to become skilled employees in any one of the undermentioned designated trades by means of an apprenticeship or learnership scheme:

- (a) Bricklayer.
- (b) Bricklayer and plasterer.
- (c) Carpenter.
- (d) Carpenter and joiner.
- (e) Joiner.
- (f) Painter and decorator.
- (g) Plasterer.
- (h) Plumber.
- (i) Shopfitter.
- (j) Signwriter.
- (k) Stone mason.
- (l) Wall and floor tiler.
- (m) Woodmachinist.

36. SICK PAY—ARTISAN

Sickness and Accident Benefits shall be paid by the Benefit Fund to skilled employees for whom wages are prescribed in clause 4 (1) (i) to (iv), (vii), (xii), (xvii), (xxii) of Chapter I and foremen in accordance with the provisions of the rules of the Benefit Fund.

37. SIEKTEVERLOF EN SIEKTEBESOLDIGING.—ANDER WERKNEMERS

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n werknemer vir wie 'n loon in klousule 4 (1) (i) tot (iv), (vii), (xii), (xvii), (xxii) van Hoofstuk 1 en Voormanne voorgeskryf word, en wat weens ongeskiktheid van die werk afwesig is, minstens altesaam 12 dae siekteverlof gedurende enige tydperk van 12 agtereenvolgende maande diens by hom toestaan en dié werknemer ten opsigte van die tydperk van afwesigheid kragtens hierdie subklousule 'n bedrag betaal wat minstens gelyk is aan die loon wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het: Met dien verstande dat—

(a) in die eerste 12 agtereenvolgende maande diens 'n werknemer nie geregtig is op siekteverlof met volle besoldiging teen die koers van meer as een werkdag ten opsigte van elke voltooide maand diens nie;

(b) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag deur 'n werknemer geëis kragtens hierdie klousule ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld, en as 'n werknemer gedurende enige tydperk van tot agt weke twee of meer kere besoldiging ontvang het sonder om so 'n sertifikaat in te dien, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die jongste van dié kere volg, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk in te dien;

(c) wanneer van 'n werkgewer by wet vereis word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en dié gelde wel betaal, ten opsigte van enige ongeskiktheid, die bedrag aldus betaal afgetrek kan word van die besoldiging verskuldig kragtens hierdie subklousule ten opsigte van afwesigheid met siekteverlof weens sodanige ongeskiktheid.

(2) Vir die toepassing van hierdie klousule omvat—

(a) "diens" enige tydperk waarin 'n werknemer—

(i) met verlof is kragtens klousule 12 van Hoofstuk I; of

(ii) met siekteverlof is kragtens subklousule (1) hiervan;

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

(iv) ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), militêre diens ondergaan,

wat in enige bepaalde jaar hoogstens 10 weke beloop ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus tot vier maande van enige tydperk van militêre diens bedoel in subparagraaf (iv) wat in daardie jaar ondergaan is, en enige ononderbroke diens wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik vóór die datum waarop hierdie Ooreenkoms in werking tree, word, vir die toepassing van hierdie klousule, geag diens te wees, en enige siekteverlof met volle besoldiging wat aan sodanige werknemer gedurende daardie tydperk toegestaan is, word geag ingevolge hierdie Ooreenkoms toegestaan te gewees het:

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige onvermoë om te werk, veroorsaak deur 'n ongeluk of 'n gelyste siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, as ongeskiktheid geag word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbesoldiging kragtens daardie Wet betaalbaar is nie.

(3) Hierdie klousule is *mutatis mutandis* van toepassing op vakleerlinge, kwekelinge, en leerlingambagsmanne.

HOOFSTUK II

SPEZIALE AMBAGTE

1. ALGEMEEN

(1) Hierdie Hoofstuk van hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers wat by ondergenoemde spesiale ambagte betrokke is.

(2) Die bepalinge van Hoofstukke I, IV, V en VI van hierdie Ooreenkoms is *mutatis mutandis* op hierdie Hoofstuk van toepassing. Waar die bepalinge van Hoofstukke I, IV, V en VI strydig is met die bepalinge in hierdie Hoofstuk, is laasgenoemde bepalinge van toepassing en moet hulle voorkeur geniet.

2. WOORDOMSKRYWING

"Ambagsman (waterdigting)" beteken 'n werknemer wat as sodanig by die Raad geregistreer is en wat periodiek toesig hou oor waterdigtingspanleiers, waterdigtingswerkers en algemene werkers wat in diens is of werksaam is op waterdigtings- of vogdigtingswerksaamhede;

"waterdigtingspanleier" beteken 'n werknemer wat as sodanig by die Raad geregistreer is en wat onder periodieke toesig van 'n ambagsman (waterdigting) een of meer van die volgende werksaamhede kan verrig: Waterdigting en vogdigting van alle horisontale, skuins en vertikale oppervlakte (insluitende alle tentipes), met alle soorte dakmembrane, dakplate en vloeiare of semi-vloeiare van mastikdeklae, maar uitgesonderd warm gemengde mastik-asfaltwaterdigting; en deurlopende toesig hou oor waterdigtingswerkers en algemene werkers wat werksaam is in verband met waterdigting en vogdigting;

37. SICK LEAVE AND SICK PAY—OTHER EMPLOYEES

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than an employee for whom wages are prescribed in clause 4 (1) (i) to (iv) (vii) (xii) (xvii) (xii) of Chapter I and foremen who is absent from work through incapacity, not less than 12 days' sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that—

(a) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at the rate of more than one working day in respect of each completed month of employment;

(b) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such certificate in respect of any absence from work;

(c) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, in respect of any incapacity, the amount so paid may be set off against the payment due in terms of this subclause in respect of absence on sick leave because of such incapacity.

(2) For the purposes of this clause—

(a) "employment" includes any period during which an employee—

(i) is on leave in terms of clause 12 of Chapter I; or

(ii) is on sick leave in terms of subclause (1) hereof;

(iii) is absent from work on the instruction of his employer; or

(iv) is undergoing military duty in pursuance of the Defence Act, 1957 (Act 44 of 1957),

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii) plus up to four months of any period of military duty referred to in subparagraph (iv) undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date on which this Agreement came into operation shall for the purposes of this clause be deemed to be employment, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(3) The provisions of this clause shall *mutatis mutandis* apply to apprentices, trainees, and learner artisans.

CHAPTER II

SPECIAL TRADES

1. GENERAL

(1) This Chapter of this Agreement shall be complied with by all employers and employees who are engaged in the special trades detailed below.

(2) The provisions of Chapters I, IV, V and VI of this Agreement shall *mutatis mutandis* be applicable to this Chapter. Where the provisions of Chapters I, IV, V and VI are inconsistent with the provisions contained in this Chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

"Artisan (waterproofing)" means an employee who is registered as such with the Council and who periodically supervises waterproofing team leaders, waterproofing workers and general workers engaged on waterproofing or damp proofing operations;

"waterproofing team leader" means an employee who is registered as such with the Council and who under the periodic supervision of an artisan (waterproofing) may perform any one or more of the following operations: Waterproofing and damp proofing of all horizontal, sloping and vertical surfaces (including all types of tanking) with all types of roofing membranes, sheetings and liquid or semi-liquid or mastic coating, but excluding hot mixed mastic asphalt waterproofing; and the constant supervision of waterproofing workers and general workers engaged on waterproofing and damp proofing;

"waterdigtingswerker" beteken 'n werknemer wat as sodanig by die Raad geregistreer is en wat onder die periodieke toesig van 'n waterdigtingspanleier een of meer van die volgende werksaamhede verrig: Waterdigting en vogdigting van alle horisontale, skuins of vertikale oppervlakke (insluitende alle tentipes) met alle soorte dakmembrane, dakplate en vloeiare of semi-vloeiare of mastiklae, maar uitgesonderd warm gemengde mastikasfaltwaterdigting; aanwending van beskermende lae verf en/of deklae op waterdigtingsoppervlakke; alle ander werk wat in verband staan met waterdigting of vogdigting;

"algemene werker (waterdigting)" beteken 'n werknemer wat, behoudens die werksaamhede soos omskryf in Hoofstuk I, ook onder die periodieke toesig van 'n ambagsman (waterdigting) en onder die deurlopende toesig van 'n waterdigtingspanleier een of meer van die volgende werksaamhede verrig: Algemene werk wat die verskuiwing van materiaal behels; skoonmaak en voorbereiding van oppervlakke; waterdigtingswerkers behulpsaam wees met die in posisie plaas van materiaal, die aanwending van onderlae, vloeiare deklae, kleefstowwe en beskermende verwe; die lê van los teëls op oppervlakke sonder bedding en alle ander algemene werk wat aan hierdie kategorie toegewys is;

"plafon- en/of afskortingsoprigter" beteken 'n werknemer wat in die voorgeskrewe aanlegtoets geslaag het en wat spesiaal opgelei is oor 'n tydperk van drie jaar en wat deur die Raad as sodanig geregistreer is, maar wat vanweë sy gespesialiseerde opleiding nie ambagsmanstatus kon verworf nie en wat toegelaat is om een of meer van die volgende werksaamhede in verband met die oprigting van plafonne en afskortings te verrig: Uitlewerk, waterpasmaking en loodregstelwerk; die sny en installering van alle metaalkomponente; die sny en installering van alle plafonborde en afskortingspanele; die hang van deure, installering van slotte en meubels; die sny en installering van glas; toesig hou oor plafon- en afskortingswerkers en algemene werkers;

"plafon- en afskortingswerker" beteken 'n werknemer wat as sodanig by die Raad geregistreer is en wat onder die toesig van 'n plafon- en/of afskortingsoprigter alle werksaamhede verrig wat in verband staan met die oprigting en installering van plafonne en afskortingswerk (uitgesonderd uitlewerk, waterpasmaking en loodregstelwerk; die hang van deure, installering van slotte en meubels en die sny van glas, en wat toesig hou oor die oprigting van steiers);

"leerling-plafon- en -afskortingsoprigter" beteken 'n werknemer wat, nadat hy in die voorgeskrewe aanlegtoets geslaag het, 'n driejarige opleidingstydperk ondergaan om hom sodoende te bekwaam as 'n plafon- en/of afskortingsoprigter, en wat as sodanig by die Raad geregistreer is;

"algemene werker (plafonne en afskortings)" beteken 'n werknemer wat, behoudens die werksaamhede in Hoofstuk I, ook een of meer van die volgende werksaamhede kan verrig: Hantering van materiale; die lê van glasvesel; inmekaarsit en hantering van metaalplafonkomponente; die aansit van alle tipes ankerklemme aan plafonpanele; die vassit van stutte aan plafonpanele; die boor van gate; hantering van plofklinaelmasjien en ander gespesialiseerde plafon- en afskortingsgereedskap; die gom en aansit van vinieblaaie aan afskortingspanele; oprigting van steiers onder toesig van 'n plafon- en afskortingswerker;

"ambagsman (veerkragtigvloerlêer)" beteken 'n werknemer wat as sodanig by die Raad geregistreer is en wat een of meer van die volgende werksaamhede verrig: Die lê en insit van vloere van houtblokkies, mosaiek, komposiesierubber of 'n ander materiaal, en die afskuur daarvan; die insit van alle tipes vloer- en muurbedekkings in teël- of strookvorm, insluitende veerkragtige vloere, linoleum, ingelegde linoleum, malthoid, asfaltteëls of materiaal met 'n asfaltbasis, kurk, rubber, viniel en plastiekkomposisies; toesig hou oor werknemers wat werksaam is in verband met die lê van vloere of die vassit van vloer- en muurbedekkings;

"veerkragtigvloerlêer" beteken 'n werknemer wat in die voorgeskrewe aanlegtoets geslaag het en wat spesiaal opgelei is oor 'n tydperk van drie jaar en wat onder die toesig van 'n ambagsman (veerkragtigvloerlêer) een of meer van die volgende werksaamhede verrig: Die lê en insit van alle tipes vloere en alle soorte vloer- en muurbedekkings (maar uitgesonderd afmeet, paneelwerk, uitmerk en uitsit); die bediening van 'n sandskuur- en tolmasjien op vloerwerk; toesig hou oor algemene werkers wat algemene werk verrig wat in verband staan met enige van bostaande werksaamhede;

"leerling-veerkragtigvloerlêer" beteken 'n werknemer wat, nadat hy in die voorgeskrewe aanlegtoets geslaag het, 'n driejarige opleidingstydperk ondergaan om hom sodoende te bekwaam as 'n veerkragtigvloerlêer en wat as sodanig by die Raad geregistreer is;

"algemene werker (veerkragtigvloerlêer)" beteken 'n werknemer wat behoudens die werksaamhede soos omskryf in Hoofstuk I, onder toesig ook algemene werk verrig wat in verband staan met die lê van vloere- en muurbedekking; reguitsnywerk; die meng, aanwend en smeer van kleefstowwe voordat vloerbekkings gelê word; die gebruik van rollers of ander toebehore om vloermateriaal te verstewig in die beddings waarin hulle gelê is;

"ambagsman (matlêer)" beteken 'n werknemer wat as sodanig by die Raad geregistreer is en wat eenige of meer van die volgende werksaamhede verrig: Matlêwerk wat die volgende insluit: Die lê en/of vassit en/of insit en/of span van alle soorte matte en matmuurbedekkings, insluitende toesig hou oor werknemers wat werksaam is in verband met die insit van matte en/of matmuurbedekkings;

"waterproofing worker" means an employee who is registered as such with the Council and who may perform under the periodic supervision of a waterproofing team leader any one or more of the following operations: Waterproofing and damp proofing of all horizontal, sloping or vertical surfaces (including all types of tanking) with all types of roofing membranes, sheeting and liquid or semi-liquid or mastic coating, but excluding hot mixed mastic asphalt waterproofing; applying protective paint and/or coating to waterproofing surfaces; all other work in connection with waterproofing and damp proofing;

"general worker (waterproofing)" means an employee who, subject to the activities as defined in Chapter I, under the periodic supervision of an artisan (waterproofing) and under the constant supervision of a waterproofing team leader performs any one or more of the following operations: General work comprising moving materials; cleaning and preparing surfaces; assisting waterproofing workers placing materials; applying primers, liquid coatings, adhesives, protective paints; laying loose tiles on surfaces without bedding, and all other general work allocated to this work category;

"ceiling and/or partition erector" means an employee who has passed the prescribed aptitude test and who is specially trained over a period of three years and who is registered as such with the Council, and who has, as a result of his specialised training, not been able to obtain artisan status and who is permitted to perform any one or more of the following activities in connection with the erection of ceilings and partitions: Setting out, levelling and plumbing, cutting and fitting of all metal components; cutting and fitting or all ceiling boards and partition panels; fitting doors, locks and furniture; cutting and fitting of glass, supervision of ceiling and partition workers and general workers;

"ceiling and partition worker" means an employee who is registered as such with the Council and who under the supervision of a ceiling and/or partition erector may perform all activities connected with the erecting and installation of ceiling and partitioning work (but excluding setting out; levelling and plumbing; the fitting of doors, locks and furniture; the cutting of glass) and supervision over the erection of scaffolding;

"learner ceiling and partition erector" means an employee who, after passing the prescribed aptitude test, undertakes a three-year training period to qualify as a ceiling and/or partition erector, and who is registered as such with the Council;

"general worker (ceiling and partitioning)" means an employee who, subject to the activities as defined in Chapter I, is also permitted to perform any one or more of the following activities: Handling materials; laying fibre glass, assembling and handling of metal ceiling components; fitting of all forms of hold-down clips to ceiling panels; fixing of supports to ceiling panels; drilling of holes; use of pop rivetter and specialised ceiling and partition tools; glueing and applying vinyl sheeting to partition panels; erection of scaffolding under the supervision of a ceiling and partition worker;

"artisan (resilient floor layer)" means an employee who is registered as such with the Council and who performs any one or more of the following activities: Laying and fixing of floors of wood, mosaic, composition rubber or any other material, and sandpapering of same; the fixing of all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, inlaid linoleum, malthoid, asphalt tiles or asphalt based materials, cork, rubber, vinyl and plastic compositions; supervision of employees engaged on floor laying or the fixing of floor and wall coverings;

"resilient floor layer" means an employee who has passed the prescribed aptitude test and who is specially trained over a period of three years and who performs under the supervision of an artisan (resilient floor layer) any one or more of the following activities: Laying and fixing of all types of floors and the fixing of all types of floor and wall coverings (but excluding gauging, panelling, marking out and setting out); operating a sand-papering and spinning machine on flooring; supervision of general workers doing general work in connection with any of the above activities;

"learner resilient floor layer" means an employee who, after passing the prescribed aptitude test, undertakes a three-year training period to qualify as a resilient floor layer and who is registered as such with the Council;

"general worker (resilient floor layer)" means an employee who, subject to the activities as defined in Chapter I, also under supervision performs general work which is connected with floor laying and wall covering; straight cutting; mixing, application and spreading of adhesives preparatory to the laying of floor coverings; using rollers or other appliances for the purpose of bedding down flooring materials after setting or laying;

"artisan (carpet layer)" means an employee who is registered as such with the Council and who performs any one or more of the following activities: Carpeting, which includes the following: The laying and/or fixing and/or fitting and/or stretching of all types of carpeting and carpet wall coverings, including supervision of employees engaged in carpet fitting and/or carpet wall coverings;

"Matinstalleerder" beteken 'n werknemer wat in die voorgeskrewe aanlegtoets geslaag het en wat spesiaal opgelei is oor 'n tydperk van drie jaar en wat as sodanig by die Raad geregistreer is en wat onder toesig van 'n ambagsman (matlêer) enigeen of meer van die volgende werksaamhede verrig: Die lê, vassit en span van alle soorte matte en die vassit van alle soorte matmuurbedekkings (maar uitgesonderd afmeet, paneelwerk, uitmerk en uitsit); en insluitende toesig hou oor algemene werkers in verband met bostaande werksaamhede;

"leerling-matinstalleerder" beteken 'n werknemer wat, nadat hy in die voorgeskrewe aanlegtoets geslaag het, 'n driejarige opleidingstydperk ondergaan om hom sodoende te bekwaam as matinstalleerder, en wat as sodanig by die Raad geregistreer is;

"algemene werker (matlêer)" beteken 'n werknemer wat, behoudens die werksaamhede soos omskryf in Hoofstuk I, onder toesig ook een of meer van die volgende werksaamhede verrig wat in verband staan met matinstallering en/of matmuurbedekking: Reguitafsnijwerk; meng, aanwending en smeer van kleefstowwe voordat alle soorte matte en/of ander materiaal gelê word; die gebruik van rollers of ander gereedskap om die matmateriaal in hul beddings te verstewig nadat dit gelê of ingesit is.

3. REGISTRASIE VAN WERKNEMERS

(1) Geen werkgever mag enigeen van die kategorieë werknemers, uitgesonderd algemene werkers, in hierdie Hoofstuk bedoel in diens neem nie en geen werknemer mag die werk soos in hierdie Hoofstuk omskryf, verrig sonder die voorafgaande toestemming van die Raad en sonder dat sodanige werknemer deur die Raad geregistreer is nie.

(2) Elke werkgever wat 'n werknemer soos in subklousule (1) bedoel, in diens wil neem, moet toesien dat sodanige werknemer, indien hy onderworpe is aan die aflê van 'n aanlegtoets, in die toets geslaag het alvorens hy die werknemer in diens neem.

(3) Waar opleiding gedurende 'n leerlingskaptidperk ingevolge die Raad se opleidingskemas gegee moet word, moet die werkgever toesien dat die opleiding volgens die voorgeskrewe leerplan geskied.

(4) Die Raad moet 'n werknemer registreer in die toepaslike kategorie waarom aansoek gedoen is, indien die nodige dokumentêre bewys aan die Raad voorgeleë is.

HOOFSTUK III

MASSAVERVAARDIGING

1. ALGEMEEN

(1) Hierdie Hoofstuk moet nagekom word deur alle werkgevers en werknemers wat betrokke is by of werksaam is in die Massavervaardigingsseksie van die Bounywerheid.

(2) Hoofstukke I, IV, V en VI van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk. Waar Hoofstukke I, IV, V en VI strydig is met die bepalings in hierdie Hoofstuk vervat, is die bepalings van laasgenoemde Hoofstuk van toepassing en moet hulle voorkeur geniet.

2. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Hoofstuk gebruik word maar nie hierin omskryf word nie maar wat omskryf is in klousule 3 van Hoofstuk I van hierdie Ooreenkoms het dieselfde betekenis as in daardie Hoofstuk; voorts beteken—

"ambagsman (skrynwerker)" 'n werknemer wat as 'n skrynwerker by die Massavervaardigingsseksie werksaam is en wat as sodanig geregistreer is en wat een of meer van die volgende werksaamhede verrig: Houtwerk afmerk en uitlê, vervaardig, monteer, skaaf en afwerk;

"ambagsman (houtmasjienwerker)" 'n werknemer wat as 'n houtmasjienwerker by die Massavervaardigingsseksie werksaam is en wat as sodanig geregistreer is en wat een of meer van die volgende werksaamhede verrig:

(1) Toesig hou oor hoogstens twee masjienbedieners en vier vervaardigingswerkers en oor hoogstens ses masjiene;

(2) snymesse meganiese monteer, met inbegrip van die opstel, verwysing, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende masjiene:

- (a) Regop- en vormspille;
- (b) vier of meer snyerlysmasjiene;
- (c) skaafmasjiene;
- (d) dikteskaafmasjiene;
- (e) tapsnymasjiene, met inbegrip van dubbelkop-tapsnymasjiene;
- (f) viersydige masjiene;
- (g) tapgat- en meerkop-tapgatmasjiene;
- (3) kragmasjiene versorg, bedien, aan- en afskakel.

"vakman (massavervaardiging)" 'n werknemer wat as sodanig geregistreer is en wat toegelaat word om een of meer van die volgende werksaamhede te verrig:

- (1) Ambagsmanswerk soos hierbo omskryf;
- (2) toesig hou oor skrynwerkmonteerders, vervaardigingswerkers en algemene werkers;

"carpet fitter" means an employee who has passed the prescribed aptitude test and who is specially trained over a period of three years and who is registered as such with the Council and who performs under the supervision of an artisan (carpet layer) any one or more of the following activities: The laying, fixing and stretching of all types of carpeting and the fixing of all types of carpet wall coverings (excluding gauging, panelling, marking out and setting out); and including supervision of general workers in connection with any of the above operations;

"learner carpet fitter" means an employee who, after passing the prescribed aptitude test, undertakes a three-year training period to qualify as a carpet fitter, and who is registered as such with the Council;

"general worker (carpet layer)" means an employee who, subject to the activities as defined in Chapter I, also under supervision performs any one or more of the following operations which are connected with carpet fitting and/or wall covering: Straight cutting; mixing, application and spreading of adhesives preparatory to the fitting of carpeting of all types, and similar materials; using rollers or other appliances, for the purpose of bedding down carpeting materials after setting, laying or fitting.

3. REGISTRATION OF EMPLOYEES

(1) No employer may employ any one of the categories of employees, except a general worker, referred to in this Chapter and no employee may perform any of the activities as defined in this Chapter unless he has the permission of the Council and unless he is registered as such with the Council.

(2) Every employer who is desirous of employing an employee as referred to in subclause (1) shall ensure that such employee has passed the prescribed aptitude test, if the employee is subject to such a test, before employing him.

(3) Where any training is to be given in accordance with the Council's training scheme during a learnership period the employer shall ensure that the training takes place according to the prescribed syllabus.

(4) The Council shall register an employee in the category for which application is made after the necessary documentary proof has been submitted to the Council.

CHAPTER III

MASS MANUFACTURING

1. GENERAL

(1) The provisions of this Chapter shall be complied with by all employers and employees engaged in the Mass-manufacturing Section of the Building Industry.

(2) The provisions of Chapter I, IV, V and VI of this Agreement shall *mutatis mutandis* be applicable to this Chapter. Where the provisions of Chapters I, IV, V and VI are inconsistent with the provisions contained in this Chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

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

"artisan (joiner)" means an employee who is engaged as a joiner in the Mass-manufacturing Section and who is registered as such and who performs any one or more of the following activities: Marking and setting out manufacturing, assembling, planning and finishing wood-work;

"artisan (woodmachinist)" means an employee who is engaged as a woodmachinist in the Mass-manufacturing Section and who is registered as such and who performs any one or more of the following activities:

(1) Supervising not more than two machine operators and four manufacturing workers and not more than six machines;

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

- (a) Spindles (upright and moulding);
- (b) four or more cutters moulding machines;
- (c) planers;
- (d) thicknessers;
- (e) tenoning machines, including double-ended tenoning machines;
- (f) four-siders;
- (g) morticers and gang morticers;
- (3) attending, operating, starting and stopping any power-driven machine;

"craftsman (mass-manufacturing)" means an employee who is registered as such and who is permitted to perform any one or more of the following activities;

- (1) Artisan's work as defined above;
- (2) supervising joinery assemblers, manufacturing workers and general workers;

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

- (1) 'n Saaghersteller behulpsaam wees;
- (2) masjinerie olie en smeer as dit nie werk nie;
- (3) materiaal van alle soorte houtwerkmasjiene afhaal;
- (4) lym aanwend, met inbegrip van voorwerk aan panele of rame vaslym en/of vassit;
- (5) houtwerk toestop of stopverf;
- (6) hout met preserveermiddels behandel;
- (7) eierkratte, houtstroke of akoestiek materiaal in posisie plaas en vassit in holtes wat deur rame gevorm word;
- (8) ander werknemers help wanneer nodig, maar nie die werk van sodanige werknemers verrig nie;
- (9) alle werksaamhede wat in verband staan met die vervaardiging van dakkappe bywyse van spykerdekstroke, maar uitgesonderd die bediening van 'n dwarssaag;

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

- (1) 'n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjiene of uitsnysaag volgens 'n setmaat bedien;
- (2) glas sny, voorstopverfwerk en die verwydering en herbevestiging van kraallyste;
- (3) selfstand- en vasgepende deurkosyne, vensterkosyne, vensterrame en deure tap, settap, setmonteer en vasspyker;
- (4) skaniere, stuiters en hegstukke vasheg, met gebruikmaking van setmate; vensterrame en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

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

- (1) Toesig hou oor hoogstens twee vervaardigingswerkers;
- (2) een of meer van ondergenoemde masjiene versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:
 - (a) Besemstokmasjiene;
 - (b) sirkelsae;
 - (c) bandnasaagmasjiene;
 - (e) kant-en-kantafwerkmasjiene;
 - (e) alle blokkiesvloer- en mosaïekvloermasjiene;
- (3) een of meer van die masjiene wat in paragraaf (2) van die omskrywing van "ambagsman (houtmasjienwerker)" beskryf word, versorg, bedien, aan- en afskakel, maar behalwe soos anders in paragraaf (4) hierna bepaal, uitgesonderd die meganiese montering en opstel van sodanige masjiene of verstelwerk daaraan behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene;
- (4) 'n houtmasjienwerker behulpsaam wees met die werksaamhede wat in paragraaf (2) van die omskrywing van "ambagsman (houtmasjienwerker)" beskryf word;

"vervaardigingswerker" 'n werknemer wat onder toesig enig een van die volgende werksaamhede verrig: Met dien verstande dat 'n masjienbediener oor 'n werknemer wat werksaam is op enige van die werksaamhede genoem in paragraaf (1) en/of (2) hieronder toesig kan hou;

- (1) Een of meer van die volgende masjiene versorg, bedien, aan- en afskakel, maar nie sodanige masjiene opstel of verstelwerk daaraan verrig nie, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:
 - (a) Dubbel, of driedrom- of breëbandskuurmasjiene;
 - (b) paneel- of deurskuurmasjiene;
 - (c) skuifbandskuurmasjiene;
 - (d) dwarssae;
 - (e) tapgat- en meerkop-tapgatmasjiene;
- (2) materiaal in meganiese gevoerde houtwerk-kragmasjiene voer en dit daarvan afhaal;
- (3) onder toesig van 'n vakman-skrynwerker, enig een of meer van die volgende verrig:
 - (a) Gestootlaste materiaal aanmeekaarsit en vassit en vervaardigde komponente in setapparate of klampe monteer;
 - (b) deure en vensterrame vasklamp of vaskramp;
 - (c) outomatiese of handperse bedien;
 - (d) venster- of deurkosyne in paneelopeninge in posisie plaas en vassit;
 - (e) plafon- en vloerpaneel volgens setmate aanmeekaarsit;
 - (f) rugstukke aan toebehore vassit;
 - (g) laaie en vlaklaaie (met inbegrip van bome) vasspyker;
 - (h) timmerhout met verplaasbare skuurmasjiene skuur;

"general worker" means an employee engaged under supervision on any one or more of the following;

- (1) Saw doctor attendant;
- (2) oiling and greasing machinery when not in operation;
- (3) drawing off materials from all woodworking machines;
- (4) applying glue, including glueing and/or fixing facing to panels or frames;
- (5) stopping or putting woodwork;
- (6) treating timber with preservatives;
- (7) placing and fixing in position of egg-crating, fillets or acoustic material in recesses formed by frames;
- (8) assisting other employees wherever necessary, but not to perform the work of such employees;
- (9) all work in connection with the manufacturing of roof trusses by means of gang nails, but excluding the operating of a cross-cut saw;

"joinery assembler" means an employee engaged under supervision of a woodmachinist on any one or more of the following:

- (1) Operating a portable router, morticer, planer or skill-saw to a jig;
- (2) cutting of glass, face-putty work and the removing and refixing of beads;
- (3) morticing, jig tenoning, jig assembly and nailing of selflocating and pinned door frames, window frames, sashes and doors;
- (4) attaching of hinges; stays and fasteners using jigs; attaching of sashes and louvres to frames and cutting and pinning glazing beads;

"machine operator" means an employee who is engaged under the supervision of a woodmachinist on any one or more of the following:

- (1) Supervising not more than two manufacturing workers;
- (2) attending, operating, starting, stopping, setting up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:
 - (a) Broom handle machines;
 - (b) circular saws;
 - (c) band re-saws;
 - (d) end-and-edge-trimming machines;
 - (e) all wood block and mosaic floor machines;
- (3) attending, operating, starting and stopping any one or more of the machines described in paragraph (2) of the definition of "artisan (woodmachinist)", but, except as otherwise provided in paragraph (4) hereunder, excluding the mechanical assembly and setting-up of or the making of adjustments to such machines other than pre-selected adjustments which form part of the operation of the machines;

(4) assisting a woodmachinist to carry out the operations described in paragraph (2) of the definition of "artisan (woodmachinist)";

"manufacturing worker" means an employee who under supervision performs any one or more of the following activities: Provided that a machine operator may supervise an employee who is engaged on any activity in paragraph (1) and/or (2) hereunder:

- (1) Attending, operating, starting and stopping any one or more of the following machines, but excluding the setting-up of or the making of adjustments to such machines other than pre-selected adjustments which form part of the operation of the machines:
 - (a) Double or treble drum or wide belt sanding machines;
 - (b) panel or door sanding machines;
 - (c) sliding belt sanding machines;
 - (d) cross-cut saws;
 - (e) morticers and gang morticers;
- (2) feeding materials to and drawing materials from power-driven mechanically fed woodworking machines;
- (3) under the supervision of a craftsman-joiner, performing any one or more of the following:
 - (a) Framing up and securing butt-jointed material and assembling manufactured components in jigs or cramps;
 - (b) clamping or cramping doors and sashes;
 - (c) operating automatic or manual presses;
 - (d) placing and fixing in position of windows or door frames in panel apertures;
 - (e) assembling ceiling and floor panels to jigs;
 - (f) fixing backs to fittings;
 - (g) nailing up drawers and trays (including bottoms);
 - (h) sanding of timber with portable sanders;

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

(j) wie sny en afwerk;

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

"Massavervaardigingseksie van die Bounywerheid", behoudens die bepalinge van 'n Afbakeningsvasstelling wat kragtens artikel 76 van die Wet gemaak is, daardie Eksie van die Bounywerheid wat in klousule 3 van Hoofstuk I van die Ooreenkoms omskryf word waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werkwinkels buite die terrein, met gebruikmaking van herhalingsprosesse, om artikels en/of onderdele vir artikels te vervaardig en/of die aannekaarsit van sodanige artikels wat hoofsaaklik vervaardig is uit hout of hoofsaaklik uit 'n kombinasie van hout en plastiek en/of metaal en/of ander materiaal, vir gebruik by die oprigting, voltooiing, opknapping, herstelling, instandhouding of verbouing van geboue of bouwerke en, sonder om enigsins die betekenis van die uitdrukking te beperk, omvat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word;

"werkwinkel buite die terrein" 'n perseel wat nie op 'n plek geleë is waar bouwerksaamhede aan die gang is nie en wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941) as 'n "fabriek" geregistreer is of moet wees en waarop werksaamhede uitgevoer word in verband met die massavervaardigingseksie van die Bounywerheid, waarby houtwerkmasjiene, uitgesonderd vervoerbare elektriese en/of drukluggereedskap gebruik word;

"toesig" tensy strydig met die sinsverband van die omskrywing van "vervaardigingswerker" of "skrynwermonteerder" of "masjienbediener" of met 'n ander besondere bepaling in hierdie Hoofstuk van die Ooreenkoms, toesig deur 'n werkgewer of 'n vakman wat elk gekwalifiseer is in die ambag waarin die werknemer oor wie toesig gehou word, werk;

"hout", beteken hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak.

3. WERKDAE EN WERKURE

(1) *Werkure*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng kan word;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n half op 'n dag.

(2) *Etenspouses*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoedsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;

(iv) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verkort kan word.

(3) *Ruspouses*.—'n Werkgewer moet, so na doenlik aan die middel van elke eerste en tweede werkydperk van die dag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer uit te maak.

(4) *Werkure moet agtereenvolgend wees*.—Behoudens subklousule (2) moet alle werkure van 'n werknemer op iedere dag agtereenvolgend wees.

(5) *Algemeen*.—Subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer terwyl hy met noodwerk besig is nie.

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

(j) cutting and trimming of wedges;

(k) 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;

"Mass-manufacturing Section of the Building Industry" means, subject to the provisions of any Demarcation Determination which has been made in terms of section 76 of the Act, that Section of the Building Industry as defined in clause 3 of Chapter I of the Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for articles and/or the assembly of articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any metal and/or any other material, for use in erection, completion, renovation, repair, maintenance or alteration of buildings or structures, and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops;

"off-site workshop" means any premises which is not situated on a site where building construction activities are being carried out, and which is registered or is liable to registration as a "factory" in terms of the provisions of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941), and on which any activities in connection with the Mass-manufacturing Section of the Building Industry, using woodworking machines, other than portable electric and/or pneumatic tools, are being carried out;

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

"wood" means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component.

3. DAYS AND HOURS OF WORK

(1) *Working hours*.—An employer shall not require or permit an employee to work more ordinary hours of work than—

(a) in the case of an employee who works a six-day week—

(i) 46 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half;

(b) in the case of an employee who works a five-day week—

(i) 46 in any week from Monday to Friday, inclusive; and

(ii) subject to subparagraph (i) hereof, nine and a half on any day.

(2) *Meal intervals*.—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Manpower, for this area, in writing of such agreement, the interval may be so reduced;

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;

(iv) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may at the request of the employee be reduced to 15 minutes.

(3) *Rest intervals*.—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive*.—Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.

(5) *General*.—The provision of subclauses (2), (3) and (4) shall not apply to an employee while he is engaged on emergency work.

4. OORTYDWERK, BETALING VIR OORTYDWERK EN WERK OP SEKERE DAE

Behoudens subklousule (4) kan 'n werkgewer 'n werknemer toelaat om sonder die Raad se verlof oortyd te werk gedurende 'n tydperk van ses agtereenvolgende dae van Maandag tot en met Saterdag maar uitgesonderd die openbare vakansiedae in klousule 12 van Hoofstuk I voorgeskryf en/of die vakansietydperk in klousule 12 van Hoofstuk I bedoel—tot 'n maksimum van 10 uur:

Met dien verstande dat 'n werkgewer nie van 'n werknemer mag vereis of hom mag toelaat om langer as twee uur daaglik op Maandag tot en met Vrydag oortyd te werk nie: Voorts met dien verstande dat 'n werknemer vir oortydwerk teen oortydskaal betaal moet word slegs nadat hy 46 uur per week teen sy loonskaal voltooi het, behalwe in die geval waar 'n werknemer gedurende sodanige week by 'n werkgewer in diens getree het en om dié rede nie in staat was om 46 uur gewone tyd te voltooi nie: Voorts met dien verstande dat tyd wat met verlof van sy werkgewer verloor is of wat deur 'n mediese sertifikaat gedek word vir die toepassing van hierdie voorbehoudsbepaling geag word tyd gewerk te wees.

(2) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as 10 uur in 'n week oortyd te werk nie.

(3) *Betaling vir oortydwerk.*—Behoudens subklousules (5) en (6) hier- van moet 'n werkgewer 'n werknemer wat oortyd werk minstens een en 'n derde maal sy gewone loon betaal vir die totale tydperk wat sodanige werknemer in 'n week gewerk het.

(4) *Betaling vir werk op sekere dae.*—As 'n werknemer op Nuwejaarsdag, Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Gelofte- en Kersdag of Welwillendheidsdag werk, moet sy werkgewer hom, behoudens klousule 4 van Hoofstuk I vir die week waarin sodanige dag val minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer altesaam op dié dag gewerk het: Met dien verstande dat waar van dié werknemer vereis of hy toegelaat word om minder as vier uur op dié dag te werk, hy geag word vier uur te gewerk het.

(5) *Algemeen.*—As 'n werknemer op 'n Sondag werk, moet sy werkgewer hom soos volg betaal:

(a) (i) As hy vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon;

(ii) as hy vir 'n langer tydperk as vier uur werk, minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op so 'n Sondag gewerk het, of minstens dubbel sy dagloon, naamlik die grootste van die twee; of

(b) minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat hy op so 'n Sondag gewerk het en hom ook binne sewe dae ná so 'n Sondag een dag verlof toestaan en hom daarvoor minstens sy dagloon betaal: Met dien verstande dat waar van so 'n werknemer vereis of hy toegelaat word om minder as vier uur op so 'n Sondag te werk, hy geag word vier uur te gewerk het.

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

(a) sonder sy werkgewer 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 (4) bedoel, is nie op betaling vir sodanige dag(e) geregtig nie en die werkgewer is geregtig om verder van geld wat die werknemer reeds verdien het, die loon vir die betrokke aantal werkdade waarop hy aldus afwesig was in ooreenstemming met die omstandighede hierbo beskryf, met 'n maksimum van twee, af te trek.

(7) *Maksimum ure.*—Die gewone werkure plus oortydure mag hoogstens 56 per week beloop.

5. STUKWERK

(1) 'n Werkgewer kan, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 4 van Hoofstuk I, sy werknemer wat volgens sodanige stukwerkstelsel werk, teen die besoldiging betaal wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, die werknemer vir elke week waarin stukwerk verrig word, minstens die bedrag moet betaal wat hy so 'n werknemer vir daardie week sou moet betaal het as hy hom 'n tydlou betaal het.

(2) 'n Werkgewer moet 'n lys van die besoldiging in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemers wat volgens sodanige stelsel werk, minstens een kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

4. OVERTIME, PAYMENT FOR OVERTIME AND WORK ON CERTAIN DAYS

(1) Subject to the provisions of subclause (4), an employer may permit an employee to work overtime, without obtaining permission from the Council, during any period of six consecutive days from Mondays to Saturdays inclusive, but excluding any public holidays prescribed in clause 12 of Chapter I and/or the holiday period referred to in clause 12 of Chapter I up to a maximum of 10 hours:

Provided that an employer may not require or permit an employee to work overtime for a period exceeding two hours daily on Mondays to Fridays inclusive: Provided further that an employee shall be paid for overtime at overtime rates only after having completed 46 hours per week at his rate of wages, except in the case where an employee has started with an employer during such week and for that reason has not been able to complete 46 hours ordinary time: Provided further that time lost with his employer's permission or covered by a medical certificate shall for the purposes of this proviso be deemed to be time worked.

(2) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than 10 hours in any week.

(3) *Payment for overtime.*—Subject to the provisions of subclauses (5) and (6) hereof, an employer shall pay an employee who works overtime at a rate of not less than one and a third times his ordinary wage in respect of the total period so worked by such employee in any week.

(4) *Payment for work on certain days.*—Whenever an employee works on New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow, Christmas Day or Day of Goodwill, his employer shall save as provided in clause 4 of Chapter I, pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for every hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

(5) *General.*—Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he works for a period not exceeding four hours, not less than his daily wage;

(ii) if he works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

(b) pay him at a rate of not less than one and a third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(6) *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 (4) shall not be entitled to payment for such day(s) and the employer shall be entitled to further deduct from the employee's wages already earned, the wages for the relevant number of working days, with a maximum of two, on which he has so absented himself in accordance with the circumstances described above.

(7) *Maximum hours.*—The ordinary hours of work plus overtime shall not exceed 56 hours per week.

5. PIECE-WORK

(1) An employer may, after at least one week's notice to his employee, introduce any piece-work system and, save as provided in clause 4 of Chapter I, such employer shall pay his employee who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee in respect of each week in which piece-work is performed, not less than the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1).

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

6. 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 in klousule 11 van Hoofstuk I voorgeskryf.

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

7. BETALING VIR SKOFWERK

(1) Waar 'n skof wat deur 'n werknemer ooreenkomstig klousule 6 van hierdie Hoofstuk gewerk word, buite die aanvangs- en uitskeiye val wat in klousule 3 van hierdie Hoofstuk voorgeskryf word, moet sodanige werknemer vir sodanige skof betaal word teen die loonskaal wat vir sodanige werknemer in klousule 4 (4) van hierdie Hoofstuk voorgeskryf word, plus 10 persent van sodanige skaal.

(2) Waar 'n skof wat 'n werknemer ooreenkomstig klousule 6 van hierdie Hoofstuk werk gedeeltelik binne die gewone werkure in klousule 3 van hierdie Hoofstuk voorgeskryf, en gedeeltelik buite dié gewone werkure val, moet so 'n werknemer soos volg vir so 'n skof betaal word:

(a) Teen die loonskaal wat vir so 'n werknemer in klousule 4 van Hoofstuk I voorgeskryf word ten opsigte van die ure gewerk tussen die aanvangs- en die uitskeiye in klousule 3 van hierdie Hoofstuk voorgeskryf; en

(b) teen die loonskaal wat vir so 'n werknemer in klousule 4 van Hoofstuk I voorgeskryf word, plus 10 persent van dié loon, ten opsigte van die ure gewerk buite die aanvangs- en die uitskeiye in klousule 3 van hierdie Hoofstuk voorgeskryf.

8. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge 'n wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere by die eiendom van die werkgewer.

9. REGISTRASIE VAN WERKNEMERS

(1) Geen werkgewer mag enigeen van die kategorieë werknemers in hierdie Hoofstuk bedoel, uitgesonderd die kategorie "algemene werker", in diens neem nie en geen werknemer, uitgesonderd algemene werkers, mag die werk soos in hierdie Hoofstuk omskryf, verrig sonder die voorafgaande toestemming van die Raad en sonder dat sodanige werknemer deur die Raad geregistreer is nie.

(2) Elke werkgewer wat 'n werknemer in subklousule (1) bedoel, in diens wil neem, moet toesien dat sodanige werknemer, indien hy onderworpe is aan die aflê van 'n aanlegtoets, in die vereiste toets geslaag het alvorens hy sodanige werknemer in diens neem.

(3) Waar opleiding ingevolge klousule 8 van Hoofstuk I gedurende 'n leerlingskaptidperk gegee moet word, moet die werkgewer toesien dat die opleiding volgens die voorgeskrewe leerplan geskied.

(4) Die Raad moet 'n werknemer registreer in die toepaslike kategorie waarom aansoek gedoen is indien die nodige dokumentêre bewys aan die Raad voorgeleë is.

HOOFSTUK IV**BYDRAES TOT FONDSE****1. AANVULLENDE BESOLDIGING EN BYDRAES**

(1) Elke werkgewer moet uitgesonderd ten opsigte van 'n werknemer wat minder as 16 ure in een bepaalde week vir hom werk en behoudens subklousules (5) en (6) hiervan, elke week die totale som voorgeskryf in item (i) hieronder aan die Sekretaris van die Raad betaal ten opsigte van elke klas werknemer soos hieronder uiteengesit: Met dien verstande dat dié bedrag toegewys word soos hieronder uiteengesit: Voorts met dien verstande dat die bedrag in subklousule 4 (b) bedoel gevoeg word by die bedrag wat ingevolge hierdie klousule betaalbaar is:

(a) Vakansiebesoldiging	Kolom A
(b) Bydraes tot pensioenskema	Kolom B
(c) Siekefondsubydraes	Kolom C
(d) Bydraes tot Mediese Bystandsfonds	Kolom D
(e) Bydraes vir uitgawes van die Nywerheidsraad	Kolom E
(f) Bydraes tot Nasionale Ontwikkelingsfonds	Kolom F
(g) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid	Kolom G
(h) Bydraes tot Gereedskapversekeringsfonds	Kolom H
(i) Totale bedrag	Kolom I

6. SHIFTWORK

(1) Except on a Saturday and a Sunday, an employer may engage employees to work two or three shifts during any period of 24 hours: Provided that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 11 of Chapter I.

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

7. PAYMENT FOR SHIFTWORK

(1) Where any shift worked by an employee in accordance with the provisions of clause 6 of this Chapter falls outside the starting and finishing times prescribed in clause 3 of this Chapter, such employee shall be paid for such shift at the rate of wage prescribed for such employee in clause 4 (4) of this Chapter, plus 10 per cent of such rate.

(2) Where any shift worked by an employee in accordance with the provisions of clause 6 of this Chapter falls partly within the ordinary hours of work prescribed in clause 3 of this Chapter and partly outside such ordinary hours of work, each employee shall be paid for such shift—

(a) at the rate of wage prescribed for such employee in clause 4 of Chapter I in respect of the hours worked between the starting and finishing times prescribed in clause 3 of this Chapter; and

(b) at the rate of wage prescribed for such employee in clause 4 of Chapter I, plus 10 percent of such rate, in respect of the hours worked outside the starting and finishing times prescribed in clause 3 of this Chapter.

8. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee; and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

9. REGISTRATION

(1) No employer may employ any one of the categories of employees referred to in this chapter, excluding the category "general worker", and no employee, excluding general workers, may perform any of the activities as defined in this Chapter unless he has the prior permission of the Council and unless he is registered as such with the council.

(2) Every employer who is desirous of employing an employee referred to in subclause (1) shall ensure that such employee has passed the prescribed aptitude test, if the employee is subject to such a test, before employing him.

(3) Where any training is to be given during a learnership period in terms of clause 8 of Chapter I, the employer shall ensure that the training takes place according to the prescribed syllabus.

(4) The Council shall register an employee in the category for which application is made after the necessary documentary proof has been submitted to the Council.

CHAPTER IV**CONTRIBUTIONS TO FUNDS****1. SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS**

(1) Except in respect of an employee who works for an employer for less than 16 hours in any one week, and subject to the provisions of subclauses (5) and (6) hereof, every employer shall pay each week to the Secretary of the Council in respect of each employee, as stipulated below, category of the total sum prescribed in item (i) hereunder: Provided that such sum shall be allocated as set out hereunder: Provided further that the amount referred to in subclause (4) (b) shall be added to the sum payable in terms of this clause:

(a) Holiday pay	Column A
(b) Pension scheme contributions	Column B
(c) Sick Fund contributions	Column C
(d) Medical Aid Fund contributions	Column D
(e) Contributions to Industrial Council expenses	Column E
(f) Contributions to National Development Fund	Column F
(g) Contributions to the Building Industries' Recruitment and Training Fund	Column G
(h) Tool Insurance Fund contributions	Column H
(i) Total sum	Column I

Werknemers	Per week								
	A	B	C	D	E	F	G	H	I
	R	R	R	R	R	R	R	R	R
(i) Meestervakman	24,80	28,80	1,20	8,00	0,12	0,15	1,50	0,01	64,58
(ii) Vakman	22,40	26,00	1,20	8,00	0,12	0,15	1,50	0,01	59,38
(iii) Ambagsman	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(iv) Ambagsman (waterdigting)	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(v) Waterdigtingspanleier	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(vi) Waterdigtingswerker	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(vii) Plafon- en/of afskortingsoprigter	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(viii) Plafon- en afskortingswerker	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(ix) Leerling-plafon en/of -afskortingsoprigter: Eerste jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(x) Leerling-plafon en/of -afskortingsoprigter: Tweede jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xi) Leerling-plafon en/of -afskortingsoprigter: Derde jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xii) Ambagsman (veerkragtigevloerleer)	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(xiii) Veerkragtigevloerleer	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xiv) Leerling-veerkragtigevloerleer: Eerste jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xv) Leerling-veerkragtigevloerleer: Tweede jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xvi) Leerling-veerkragtigevloerleer: Derde jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xvii) Ambagsman (matleer)	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(xviii) Matinstalleerder	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xix) Leerling-matinstalleerder: Eerste jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xx) Leerling-matinstalleerder: Tweede jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxi) Leerling-matinstalleerder: Derde jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxii) Ambagsman (massavervaardiging)	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(xxiii) Masjienbediener (massavervaardiging)	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xxiv) Skryfwerkmonteerder (massavervaardiging)	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxv) Leerling-ambagsman (massavervaardiging): Eerste en Tweede jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxvi) Leerling-ambagsman (massavervaardiging): Derde jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxvii) Leerling-ambagsman (massavervaardiging): Vierde jaar	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xxviii) Ambagsman se assistent	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xxix) Blokleer	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxx) Leerling-blokleer	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxi) Uitrustingsbediener	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxii) Leerling-ambagsman: Eerste jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxiii) Leerling-ambagsman: Tweede jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxiv) Leerling-ambagsman: Derde jaar	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxv) Leerling-ambagsman: Vierde jaar	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xxxvi) Vakleerling: Eerste jaar	—	10,00	—	8,00	0,12	0,15	1,50	0,01	19,78
(xxxvii) Vakleerling: Tweede jaar	—	—	—	—	0,12	0,15	1,50	0,01	—
(xxxviii) Vakleerling: Derde jaar	—	—	—	—	0,12	0,15	1,50	0,01	—
(xxxix) Voorman	28,80	33,60	1,20	8,00	0,12	0,15	1,50	0,01	73,38

Employees	Per week								
	A	B	C	D	E	F	G	H	I
	R	R	R	R	R	R	R	R	R
(i) Master craftsman	24,80	28,80	1,20	8,00	0,12	0,15	1,50	0,01	64,58
(ii) Craftsman	22,40	26,00	1,20	8,00	0,12	0,15	1,50	0,01	59,38
(iii) Artisan	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(iv) Artisan (waterproofing)	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(v) Waterproofing team leader	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(vi) Waterproofing worker	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(vii) Ceiling and/or partition erector	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(viii) Ceiling and partition worker	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(ix) Learner ceiling and/or partition erector: First year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(x) Learner ceiling and/or partition erector: Second year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xi) Learner ceiling and/or partition erector: Third year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xii) Artisan (resilient floor layer)	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(xiii) Resilient floor layer	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xiv) Learner resilient floor layer: First year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xv) Learner resilient floor layer: Second year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xvi) Learner resilient floor layer: Third year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xvii) Artisan (carpet layer)	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(xviii) Carpet fitter	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xix) Learner carpet fitter: First year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xx) Learner carpet fitter: Second year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxi) Learner carpet fitter: Third year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxii) Artisan (mass manufacturing)	19,60	23,20	1,20	8,00	0,12	0,15	1,50	0,01	53,78
(xxiii) Machine operator (mass manufacturing)	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xxiv) Joinery assembler (mass manufacturing)	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxv) Learner artisan (mass manufacturing): First and Second year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxvi) Learner artisan (mass manufacturing): Third year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxvii) Learner artisan (mass manufacturing): Fourth year	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xxviii) Artisan's assistant	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xxix) Block layer	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxx) Learner block layer	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78

Employees	Per week								
	A	B	C	D	E	F	G	H	I
	R	R	R	R	R	R	R	R	R
(xxxix) Plant operator	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxix) Learner artisan: First year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxix) Learner artisan: Second year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxix) Learner artisan: Third year	6,00	10,00	—	8,00	0,12	0,15	1,50	0,01	25,78
(xxxix) Learner artisan: Fourth year	10,00	16,00	—	8,00	0,12	0,15	1,50	0,01	35,78
(xxxix) Apprentice: First year	—	10,00	—	8,00	0,12	0,15	1,50	0,01	19,78
(xxxix) Apprentice: Second year	—	—	—	—	0,12	0,15	1,50	0,01	—
(xxxix) Apprentice: Third year	—	—	—	—	0,12	0,15	1,50	0,01	—
(xxxix) Foreman	28,80	33,60	1,20	8,00	0,12	0,15	1,50	0,01	73,38

(1) *bis* 'n Werkgewer wat lid is van die Master Builders' and Allied Trades Association moet aan die Sekretaris van die Raad 8c per week as spesiale lidmaatskapheffing betaal ten opsigte van elke werknemer vir wie 'n loon in klousule 4 (1) (a) (i) tot (xxxvii) in Hoofstuk I en vir algemene voormanne en voormanne en vakleerlinge voorgeskryf word en wat minstens 16 uur in 'n bepaalde week vir hom gewerk het.

(1) *ter* Die bedrae in subklousule (1) *bis* en (4) (b) bedoel, moet gevoeg word by die totale bedrag wat in subklousule (1) (i) bedoel word.

(2) Die Sekretaris van die Raad moet die bedrae wat ingevolge hierdie klousule aan hom betaal word of betaalbaar is, bestee op die wyse en vir die doel wat in klousule 8 (1) tot en met 1 (6) van Hoofstuk V en klousule 6 van Hoofstuk IV beskryf word.

(3) Behoudens subklousule (5) hiervan moet elke werkgewer, benewens die besoldiging waarop 'n werknemer ingevolge klousule 4 (1) van Hoofstuk I geregtig is, aan so 'n werknemer die totale bedrag betaal in item (e) hieronder voorgeskryf:

(a) Vakansiebesoldiging	Kolom A
(b) Pensioenskema	Kolom B
(c) Siekefonds	Kolom C
(d) Mediese Bystandsfonds	Kolom D
(e) Totale bedrag	Kolom E

(1) *bis* An employer who is a member of the Master Builders' and Allied Trades Association shall pay to the Secretary of the Council 8c per week as a special membership levy in respect of each employee for whom wages are prescribed in clause 4 (1) (i) to (xxxvii) in Chapter I and for general foremen and foremen and apprentices and who has worked for him for not less than 16 hours in any one week.

(1) *ter* The amounts referred to in subclause (1) *bis* and (4) (b) shall be added to the total sum referred to in subclause (1) (i).

(2) The amounts paid or payable to the Secretary of the Council in terms of this clause shall be disposed of by him in the manner and for the purpose described in clause 8 (1) to (6) of Chapter V and clause 6 of Chapter IV inclusive.

(3) Subject to the provisions of subclause (5) hereof, every employer shall, in addition to any remuneration to which an employee, as stipulated below, may be entitled in terms of clause 4 (1) of Chapter I, pay such employee the total sum prescribed in item (e) hereunder:

(a) Holiday pay	Column A
(b) Pension Scheme	Column B
(c) Sick Fund	Column C
(d) Medical Aid Fund	Column D
(e) Total sum	Column E

Werknemers	Per uur				
	A	B	C	D	E
	c	c	c	c	c
(i) Meestervakman	62	72	2,5	11	147,5
(ii) Vakman	56	65	2,5	11	134,5
(iii) Ambagsman	49	58	2,5	11	120,5
(iv) Ambagsman (waterdigting)	49	58	2,5	11	120,5
(v) Waterdigtingspanleier	15	25	—	11	51
(vi) Waterdigtingswerker	15	25	—	11	51
(vii) Plafon- en/of afskortingsoprigter	49	58	2,5	11	120,5
(viii) Plafon- en afskortingswerker	15	25	—	11	51
(ix) Leerling-plafon- en/of afskortingsoprigter: Eerste jaar	15	25	—	11	51
(x) Leerling-plafon- en/of afskortingsoprigter: Tweede jaar	15	25	—	11	51
(xi) Leerling-plafon- en/of afskortingsoprigter: Derde jaar	15	25	—	11	51
(xii) Ambagsman (veerkragtigevloerleer)	49	58	2,5	11	120,5
(xiii) Veerkragtigevloerleer	25	40	—	11	76
(xiv) Leerling-veerkragtigevloerleer: Eerste jaar	15	25	—	11	51
(xv) Leerling-veerkragtigevloerleer: Tweede jaar	15	25	—	11	51
(xvi) Leerling-veerkragtigevloerleer: Derde jaar	15	25	—	11	51
(xvii) Ambagsman (matleer)	49	58	2,5	11	120,5
(xviii) Matinstalleerder	25	40	—	11	76
(xix) Leerling-matinstalleerder: Eerste jaar	15	25	—	11	51
(xx) Leerling-matinstalleerder: Tweede jaar	15	25	—	11	51
(xxi) Leerling-matinstalleerder: Derde jaar	15	25	—	11	51
(xxii) Ambagsman (massavervaardiging)	49	58	2,5	11	120,5
(xxiii) Masjienbediener (massavervaardiging)	25	40	—	11	76
(xxiv) Skryfwerkmonterder (massavervaardiging)	15	25	—	11	51
(xxv) Leerling-ambagsman (massavervaardiging): Tweede jaar	15	25	—	11	51
(xxvi) Leerling-ambagsman (massavervaardiging): Derde jaar	15	25	—	11	51
(xxvii) Leerling-ambagsman (massavervaardiging): Vierde jaar	25	40	—	11	76
(xxviii) Ambagsman se assistent	25	40	—	11	76
(xxix) Blokleer	15	25	—	11	51
(xxx) Leerling-blokleer	15	25	—	11	51
(xxxi) Uitrustingsbediener	15	25	—	11	51
(xxxii) Leerling-ambagsman: Eerste jaar	15	25	—	11	51
(xxxiii) Leerling-ambagsman: Tweede jaar	15	25	—	11	51
(xxxiv) Leerling-ambagsman: Derde jaar	15	25	—	11	51
(xxxv) Leerling-ambagsman: Vierde jaar	25	40	—	11	76
(xxxvi) Vakleerling: Eerste jaar	—	25	—	11	36
(xxxvii) Vakleerling: Tweede jaar	—	—	—	—	—
(xxxviii) Vakleerling: Derde jaar	—	—	—	—	—
(xxxix) Voorman	72	84	2,5	11	169,5

Employees	Per hour				
	A	B	C	D	E
(i) Master craftsman.....	c	c	c	c	c
(ii) Craftsman.....	62	72	2,5	11	147,5
(iii) Artisan.....	56	65	2,5	11	134,5
(iv) Artisan (waterproofing).....	49	58	2,5	11	120,5
(v) Waterproofing teamleader.....	49	58	2,5	11	120,5
(vi) Waterproofing worker.....	15	25	—	11	51
(vii) Ceiling and/or partition erector.....	15	25	—	11	51
(viii) Ceiling and partition worker.....	49	58	2,5	11	120,5
(ix) Learner ceiling and/or partition erector: First year.....	15	25	—	11	51
(x) Learner ceiling and/or partition erector: Second year.....	15	25	—	11	51
(xi) Learner ceiling and/or partition erector: Third year.....	15	25	—	11	51
(xii) Artisan (resilient floor layer).....	49	58	2,5	11	120,5
(xiii) Resilient floor layer.....	25	40	—	11	76
(xiv) Learner resilient floor layer: First year.....	15	25	—	11	51
(xv) Learner resilient floor layer: Second year.....	15	25	—	11	51
(xvi) Learner resilient floor layer: Third year.....	15	25	—	11	51
(xvii) Artisan (carpet layer).....	49	48	—	11	120,5
(xviii) Carpet fitter.....	25	40	—	11	76
(xix) Learner carpet fitter: First year.....	15	25	—	11	51
(xx) Learner carpet fitter: Second year.....	15	25	—	11	51
(xxi) Learner carpet fitter: Third year.....	15	25	—	11	51
(xxii) Artisan (mass manufacturing).....	49	58	2,5	11	120,5
(xxiii) Machine operator (mass manufacturing).....	25	40	—	11	76
(xxiv) Joinery assembler (mass manufacturing).....	15	25	—	11	51
(xxv) Learner artisan (mass manufacturing): First and Second year.....	15	25	—	11	51
(xxvi) Learner artisan (mass manufacturing): Third year.....	15	25	—	11	51
(xxvii) Learner artisan (mass manufacturing): Fourth year.....	25	40	—	11	76
(xxviii) Artisan's assistant.....	25	40	—	11	76
(xxix) Block layer.....	15	25	—	11	51
(xxx) Learner block layer.....	15	25	—	11	51
(xxxi) Plant operator.....	15	25	—	11	51
(xxxii) Learner artisan: First year.....	15	25	—	11	51
(xxxiii) Learner artisan: Second year.....	15	25	—	11	51
(xxxiv) Learner artisan: Third year.....	15	25	—	11	51
(xxxv) Learner artisan: Fourth year.....	25	40	—	11	76
(xxxvi) Apprentice: First year.....	—	25	—	11	36
(xxxvii) Apprentice: Second year.....	—	—	—	—	—
(xxxviii) Apprentice: Third year.....	—	—	—	—	—
(xxxix) Foreman.....	72	84	2,5	11	169,5

(4) (a) Behoudens subklousule (5) hiervan moet elke werkgewer weekliks die bedrag in item vii hieronder voorgeskryf aftrek van die besoldiging wat verskuldig is aan elke werknemer soos hieronder uiteengesit:

(i) Vakansiebesoldiging.....	Kolom A
(ii) Bydraes tot pensioenskema.....	Kolom B
(iii) Siekefondsybydraes.....	Kolom C
(iv) Bydraes tot Mediese Bystandsfonds.....	Kolom D
(v) Bydraes vir uitgawes van die Nywerheidsraad.....	Kolom E
(vi) Bydraes tot Gereedskapversekeringsfonds.....	Kolom F
(vii) Totale bedrag.....	Kolom G

(4) (a) Subject to the provisions of subclause 5 hereof, every employer shall deduct weekly from the remuneration due to each employee, as stipulated below, the amount prescribed in item (vii) hereunder—

(i) Holiday pay.....	Column A
(ii) Pension Scheme contributions.....	Column B
(iii) Sick Fund contributions.....	Column C
(iv) Medical Aid Fund contributions.....	Column D
(v) Contributions to Industrial Council expenses.....	Column E
(vi) Tool Insurance Fund contributions.....	Column F
(vii) Total sum.....	Column G

Werknemers	Per week						
	A	B	C	D	E	F	G
(i) Meestervakman.....	R	R	R	R	R	R	R
(ii) Vakman.....	24,80	28,80	1,20	8,00	0,06	0,01	62,87
(iii) Ambagsman.....	22,40	26,00	1,20	8,00	0,06	0,01	57,67
(iv) Ambagsman (waterdigting).....	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(v) Waterdigtingspanleier.....	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(vi) Waterdigtingswerker.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(vii) Plafon- en/of afskortingsoprigter.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(viii) Plafon- en afskortingswerker.....	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(ix) Leerling-plafon- en/of afskortingsoprigter: Eerste jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(x) Leerling-plafon- en/of afskortingsoprigter: Tweede jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(xi) Leerling-plafon- en/of afskortingsoprigter: Derde jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(xii) Ambagsman (veerkragtigevloerleër).....	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(xiii) Veerkragtigevloerleër.....	10,00	16,00	—	8,00	0,06	0,01	34,07
(xiv) Leerling-veerkragtigevloerleër: Eerste jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(xv) Leerling-veerkragtigevloerleër: Tweede jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(xvi) Leerling-veerkragtigevloerleër: Derde jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(xvii) Ambagsman (matleër).....	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(xviii) Matinstalleerder.....	10,00	16,00	—	8,00	0,06	0,01	34,07
(xix) Leerling-matinstalleerder: Eerste jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(xx) Leerling-matinstalleerder: Tweede jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(xxi) Leerling-matinstalleerder: Derde jaar.....	6,00	10,00	—	8,00	0,06	0,01	24,07
(xxii) Ambagsman (massavervaardiging).....	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(xxiii) Masjienbediener (massavervaardiging).....	10,00	16,00	—	8,00	0,06	0,01	34,07

Werknemers	Per week						
	A	B	C	D	E	F	G
	R	R	R	R	R	R	R
(xxiv) Skryfwerkmonterder (massavervaardiging)	6,00	10,00		8,00	0,06	0,01	24,07
(xxv) Leerling-ambagsman (massavervaardiging): Eerste en Tweede jaar	6,00	10,00		8,00	0,06	0,01	24,07
(xxvi) Leerling-ambagsman (massavervaardiging): Derde jaar	6,00	10,00		8,00	0,06	0,01	24,07
(xxvii) Leerling-ambagsman (massavervaardiging): Vierde jaar	10,00	16,00		8,00	0,06	0,01	34,07
(xxxviii) Ambagsman se assistent	10,00	16,00		8,00	0,06	0,01	34,07
(xxix) Bloklêer	6,00	10,00		8,00	0,06	0,01	24,07
(xxx) Leerling-bloklêer	6,00	10,00		8,00	0,06	0,01	24,07
(xxi) Uitrustingsbediener	6,00	10,00		8,00	0,06	0,01	24,07
(xxxii) Leerling-ambagsman: Eerste jaar	6,00	10,00		8,00	0,06	0,01	24,07
(xxxiii) Leerling-ambagsman: Tweede jaar	6,00	10,00		8,00	0,06	0,01	24,07
(xxxiv) Leerling-ambagsman: Derde jaar	6,00	10,00		8,00	0,06	0,01	24,07
(xxxv) Leerling-ambagsman: Vierde jaar	10,00	16,00		8,00	0,06	0,01	34,07
(xxxvi) Vakleerling: Eerste jaar		10,00		8,00	0,06	0,01	18,07
(xxxvii) Vakleerling: Tweede jaar		10,00		8,00	0,06	0,01	18,07
(xxxviii) Vakleerling: Derde jaar		10,00		8,00	0,06	0,01	18,07
(xxxix) Voorman	28,80	33,60	1,20	8,00	0,06	0,01	71,67

Employees	Per week						
	A	B	C	D	E	F	G
	R	R	R	R	R	R	R
(i) Master craftsman	24,80	28,80	1,20	8,00	0,06	0,01	62,87
(ii) Craftsman	22,40	26,00	1,20	8,00	0,06	0,01	57,67
(iii) Artisan	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(iv) Artisan (waterproofing)	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(v) Waterproofing team leader	6,00	10,00		8,00	0,06	0,01	24,07
(vi) Waterproofing worker	6,00	10,00		8,00	0,06	0,01	24,07
(vii) Ceiling and/or partition erector	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(viii) Ceiling and partition worker	6,00	10,00		8,00	0,06	0,01	24,07
(ix) Learner ceiling and/or partition erector: First year	6,00	10,00		8,00	0,06	0,01	24,07
(x) Learner ceiling and/or partition erector: Second year	6,00	10,00		8,00	0,06	0,01	24,07
(xi) Learner ceiling and/or partition erector: Third year	6,00	10,00		8,00	0,06	0,01	24,07
(xii) Artisan (resilient floor layer)	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(xiii) Resilient floor layer	10,00	16,00		8,00	0,06	0,01	34,07
(xiv) Learner resilient floor layer: First year	6,00	10,00		8,00	0,06	0,01	24,07
(xv) Learner resilient floor layer: Second year	6,00	10,00		8,00	0,06	0,01	24,07
(xvi) Learner resilient floor layer: Third year	6,00	10,00		8,00	0,06	0,01	24,07
(xvii) Artisan (carpet layer)	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(xviii) Carpet fitter	10,00	16,00		8,00	0,06	0,01	34,07
(xix) Learner carpet fitter: First year	6,00	10,00		8,00	0,06	0,01	24,07
(xx) Learner carpet fitter: Second year	6,00	10,00		8,00	0,06	0,01	24,07
(xxi) Learner carpet fitter: Third year	6,00	10,00		8,00	0,06	0,01	24,07
(xxii) Artisan (mass manufacturing)	19,60	23,20	1,20	8,00	0,06	0,01	52,07
(xxiii) Machine operator (mass manufacturing)	10,00	16,00		8,00	0,06	0,01	34,07
(xxiv) Joinery assembler (mass manufacturing)	6,00	10,00		8,00	0,06	0,01	24,07
(xxv) Learner artisan (mass manufacturing): First + Second year	6,00	10,00		8,00	0,06	0,01	24,07
(xxvi) Learner artisan (mass manufacturing): Third year	6,00	10,00		8,00	0,06	0,01	24,07
(xxvii) Learner artisan (mass manufacturing): Fourth year	10,00	16,00		8,00	0,06	0,01	34,07
(xxviii) Artisan's assistant	10,00	16,00		8,00	0,06	0,01	34,07
(xxix) Block layer	6,00	10,00		8,00	0,06	0,01	24,07
(xxx) Learner block layer	6,00	10,00		8,00	0,06	0,01	24,07
(xxxi) Plant operator	6,00	10,00		8,00	0,06	0,01	24,07
(xxxii) Learner artisan: First year	6,00	10,00		8,00	0,06	0,01	24,07
(xxxiii) Learner artisan: Second year	6,00	10,00		8,00	0,06	0,01	24,07
(xxxiv) Learner artisan: Third year	6,00	10,00		8,00	0,06	0,01	24,07
(xxxv) Learner artisan: Fourth year	10,00	16,00		8,00	0,06	0,01	34,07
(xxxvi) Apprentice: First year		10,00		8,00	0,06	0,01	18,07
(xxxvii) Apprentice: Second year		10,00		8,00	0,06	0,01	18,07
(xxxviii) Apprentice: Third year		10,00		8,00	0,06	0,01	18,07
(xxxix) Foreman	28,80	33,60	1,20	8,00	0,06	0,01	71,67

(b) Behoudens paragraaf (a) hiervan, moet elke werkgever wat lid is van die werkgewersorganisasie wat 'n party by hierdie Ooreenkoms is, van die weekloon van elk van sy geskoolde werknemers vir wie 'n loon in klousule 4 (1) (i), (ii), (iii), (iv), (vii), (xii), (xvii) en (xxii) van Hoofstuk I en vir algemene voormanne en voormanne voorgeskryf word, wat lid van een van die vakverenigings is, die bedrag aftrek wat deur so 'n werknemer as ledegeld betaalbaar is aan die betrokke vakvereniging ingevolge die konstitusie van dié vakvereniging.

(5) (a) Behoudens klousule 11 van Hoofstuk I moet geen bedrag in subklousule (3) bedoel, betaal word ten opsigte van ure wat buite die gewone werkure, in klousule 10 van Hoofstuk I voorgeskryf, gewerk word nie.

(b) Geen bedrag in subklousule (1) en (1)bis bedoel, mag betaal word en geen bedrag in subklousule (4) bedoel, mag afgetrek word ten opsigte van 'n werknemer wat minder as 16 uur in een bepaalde week vir 'n werkgever werk nie.

(b) Subject to the provisions of paragraph (2) hereof, every employer who is a member of the employers' organisation which is a party to this Agreement shall, in respect of each of his skilled employees for whom wages are prescribed in clause 4 (1) (i), (ii), (iii), (iv), (vii), (xii), (xvii) and (xxii) of Chapter I and for general foremen and foremen who is a member of one of the trade unions, deduct from such employee's weekly remuneration the amount payable by such employee as a subscription to the trade union concerned in terms of the constitution of that trade union.

(5) (a) Save as provided in clause 11 of Chapter I, no payment as referred to in subclause (3) shall be made in respect of hours worked outside the ordinary hours of work prescribed in clause 10 of Chapter I.

(b) No payment as referred to in subclause (1) and (1)bis or deduction as referred to in subclause (4) shall be made in respect of an employee who works for less than 16 hours for an employer in any one week.

(c) Wanneer 'n werknemer minder as 16 uur in een bepaalde week vir 'n werkgewer werk, moet die bedrae wat ingevolge subklousule (3) verskuldig is, onmiddellik ná beëindiging van diens of aan die einde van die laaste werkdag van die week, naamlik die vroegste, aan so 'n werknemer betaal word.

(d) Wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die bedrae wat ingevolge subklousule (1) en (1)bis betaal en ingevolge subklousule (4) afgetrek word, betaal word deur die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur gewerk het.

(6) Die Sekretaris van die Raad moet 'n bydraerekordkaart byhou vir elke werknemer vir wie 'n loon in klousule 4 (1) (i) tot (xxvii) van Hoofstuk I en vir algemene voormanne en voormanne en vakleerlinge voorgeskryf word, en hierop moet hy weekliks die bydraes aanteken wat ingevolge subklousules (1), (1)bis en (4) (b) hiervan ten behoeve van elke sodanige werknemer aan hom betaal is. Die bydraerekordkaart moet in dié vorm wees en dié inligting bevat waarop die Raad van tyd tot tyd besluit.

(7) 'n werkgewer wat versuim of in gebreke bly om die bydraes in subklousule (1) hiervan bedoel, te betaal wanneer dit betaalbaar word, moet rente op die onbetaalde bedrag betaal teen een persent per maand of gedeelte van 'n maand vanaf die datum waarop die bedrag betaal moes gewees het tot op die datum waarop die betaling werklik ontvang word, of een rand, naamlik die grootste bedrag, en sodanige bedrae val aan die algemene fondse van die Raad toe.

2. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

(1) Benewens besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig is, moet die werkgewer die volgende bedrae betaal:

(a) In die geval van 'n vakleerling in sy diens op die laaste betaaldag vóór die aanvang van die vakansietydperk in klousule 12 van Hoofstuk I bedoel, die loon wat so 'n werknemer sou verdien het indien hy gedurende genoemde vakansietydperk vir sy werkgewer gewerk het: Met dien verstande dat 'n werkgewer 'n werknemer wie se dienskontrak beëindig word vóór die laaste betaaldag wat die vakansietydperk voorafgaan, 'n bedrag moet betaal wat minstens gelyk is aan een kwart van sy weekloon ten opsigte van elke voltooide maand diens by hom gedurende die jaar wat dié vakansietydperk voorafgaan;

(b) in die geval van elke algemene werker in sy diens op die laaste betaaldag wat die vakansietydperk in klousule 12 van Hoofstuk I bedoel, onmiddellik voorafgaan, 'n bedrag van 8 sent ten opsigte van elke uur of gedeelte van 'n uur wat deur so 'n werknemer sedert die vorige vakansietydperk gewerk is: Met dien verstande dat wanneer 'n werknemer se dienskontrak voor dié betaaldag beëindig word, 'n bedrag wat besig is om kragtens hierdie subklousule op te loop by sodanige beëindiging aan die werknemer betaal moet word.

(2) Behoudens klousule 11 van Hoofstuk I, mag geen bedrag ingevolge subklousule (1) (b) hiervan ten opsigte van oortyd aan 'n werknemer betaal word nie.

(3) Betaling vir jaarlikse verlof wat verskuldig is aan alle ander werknemers in hierdie Ooreenkoms bedoel, uitgesonderd dié in subklousules (1) (a) en (4) hiervan bedoel, moet ooreenkomstig klousule 1 van hierdie Hoofstuk geskied.

(4) Wag.—(a) 'n Werknemer moet drie agtereenvolgende weke verlof met volle besoldiging toestaan aan 'n wag ten opsigte van elke voltooide tydperk van 12 maande diens by hom. Betaling vir die jaarlikse verlof moet geskied op die laaste betaaldag vóór die aanvang van genoemde verloftydperk: Met dien verstande dat indien 'n wag wie se dienskontrak beëindig word voordat hy 12 maande diens voltooi het vanaf die tydsterp waarop hy by die werkgewer in diens getree het of sedert hy laas vir verlof gekwalifiseer het, n.l. die jongste datum, die werkgewer so 'n wag 'n bedrag moet betaal wat minstens gelyk is aan een kwart van die weekloon ten opsigte van elke voltooide maand diens by hom.

(b) Die verlof in paragraaf (a) van hierdie subklousule bedoel, moet toegestaan word op 'n tyd wat die werkgewer bepaal: met dien verstande dat indien dié verlof nie vroeër toegestaan was nie, dit moet begin binne twee maande na die voltooiing van die 12 maande diens waarop dit betrekking het.

3. UITGAWES VAN DIE RAAD

(1) Die bedrae wat werkgewers ingevolge klousule 1 (1) (e) van Hoofstuk IV van hierdie Ooreenkoms en subklousule (2) hiervan betaal of wat deur hulle betaalbaar is, val aan die algemene fondse van die Raad toe en dié fondse berus by en word geadministreer deur die Raad.

(2) Behoudens subklousule (3) hiervan, moet elke werkgewer elke week 'n bedrag van 12c aan die Sekretaris van die Raad betaal ten opsigte van elk van sy werknemers vir wie lone in klousule 4 (1) (xxviii) tot (xlv) en (xxv) en (xxvi) van Hoofstuk I en vakleerlinge voorgeskryf word: Met dien verstande dat—

(i) geen betaling moet geskied ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het nie;

(ii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur lank in diens was, die bedrag ten opsigte van daardie week moet betaal.

(c) In the event of an employee working for an employer for less than 16 hours in any one week, the amounts due in terms of subclause (3) shall be paid to such employee immediately upon termination of employment or at the end of the last working day of the week, whichever is the earlier.

(d) Where an employee is employed by two or more employers during the same week, the payments in terms of subclause (1) and (1)bis and the deduction in terms of subclause (4) shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(6) The Secretary of the Council shall keep a contribution record card in respect of each employee for whom wages are prescribed in clause 4 (1) (i) to (xxvii) of Chapter I and for general foremen and foremen and apprentices on which he shall record weekly the contributions paid to him in terms of subclauses (1), (1)bis and (4) (b) hereof on behalf of each such employee. The contribution record card shall be in such form and contain such information as the Council may from time to time decide.

(7) An employer who fails or omits to pay the contributions referred to in subclause (1) thereof at the time when it becomes payable shall pay interest on the amount unpaid at the rate of one per cent per month or part of a month from the date on which payment should have been made until the date on which payment should have been made until the date on which payment is actually received, or one rand, whichever is the greater, and such amounts shall accrue to the general funds of the Council.

2. PAYMENT IN RESPECT OF ANNUAL LEAVE

(1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay to—

(a) an apprentice in his employ on the last pay-day prior to the commencement of the holiday period referred to in clause 12 of Chapter I, the wages which such employee would have earned if he had worked for his employer during the said holiday period: Provided that in the event of an employee whose contract of employment is terminated prior to the last pay-day preceding the holiday period, the employer shall pay to such employee an amount of not less than one quarter of his weekly wage in respect of each completed month of employment with him during the year preceding such holiday period;

(b) every general worker in his employ on the last pay-day immediately preceding the holiday period referred to in clause 12 of Chapter I, an amount of 8 cents in respect of each hour or part of an hour worked by such employee since the previous holiday period: Provided that, where an employee's contract of employment terminated prior to such pay-day, any amount in the process of accrual in terms of this subclause shall be paid to the employee on such termination.

(2) Save as provided in clause 11 of Chapter I, no payment shall be made to an employee in terms of subclause (1) (b) hereof in respect of overtime.

(3) Annual leave due to all other employees referred to in this Agreement, excluding those referred to in subclauses (1) (a) and (4) hereof, shall be paid for in accordance with the provisions of clause 1 of this Chapter.

(4) Watchman.—(a) An employer shall grant to a watchman in respect of each completed period of 12 months' employment with him, three consecutive weeks' leave on full pay. Payment of the annual leave shall be made on the last pay-day prior to the commencement of the said leave period: Provided that in the event of a watchman whose contract of employment is terminated prior to having completed a period of 12 months' employment from the time of commencing employment with the employer or since last qualifying for leave, whichever is the later, the employer shall pay to such watchman an amount of not less than one-quarter of the weekly wage in respect of each completed month of employment with him.

(b) The leave referred to in paragraph (a) of this subclause shall be granted at a time to be fixed by the employer: Provided that if such leave had not been granted earlier it shall be granted so as to commence within two months after the completion of the 12 months of employment to which it relates.

3. EXPENSES OF THE COUNCIL

(1) The amounts paid or payable by employers in terms of clause 1 (1) (e) of Chapter IV of this Agreement and subclause (2) hereof shall accrue to the general funds of the Council, which funds shall be vested in and administered by the Council.

(2) Subject to the provisions of subclause (3) hereof, every employer shall pay weekly to the Secretary of the Council an amount of 12 cents in respect of each of his employees for whom wages are prescribed in clause 4 (1) (xxviii) to (xlv) and (xxv) and (xxvi) of Chapter I and apprentices. Provided that—

(i) no payment shall be made in respect of an employee who has worked for an employer for less than 16 hours in any week;

(ii) where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(3) 'n Werkgewer mag elke week 'n bedrag van 6 sent aftrek van die verdienste van elk van sy werknemers in subklousule (2) bedoel: Met dien verstande dat—

- (i) dié bedrag hoogstens een keer per week van die verdienste van 'n werknemer afgetrek mag word;
- (ii) geen bedrag afgetrek mag word van die verdienste van 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het nie;
- (iii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, die bedrag ten opsigte van daardie week afgetrek moet word deur die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur in diens was.

4. SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

(1) Elke werkgewer wat lid is van die Master Builders' and Allied Trades Association moet elke week aan die Sekretaris van die Raad 'n bedrag van 8 sent betaal ten opsigte van elke werknemer vir wie lone voorgeskryf word in klousule 4 (1) (xxxviii) tot (xlv) van Hoofstuk I: Met dien verstande dat—

- (i) geen betaling moet geskied ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het nie;
- (ii) waar 'n werknemer deur twee of meer werkgevers gedurende dieselfde week in diens geneem word, die betaling ten opsigte van daardie week gedoen moet word deur die werkgewer wat hom eerste gedurende daardie week minstens 16 uur in diens geneem het.

(2) Die bedrae wat deur werkgevers aan die Sekretaris van die Raad ingevolge klousule 1 (1)bis van Hoofstuk IV en subklousule (1) hiervan betaal word moet maandeliks deur die Raad aan die Master Builders' and Allied Trades Association, Bloemfontein, betaal word, min invorderingskoste van twee en 'n half persent, welke bedrag aan die algemene fondse van die Raad toeval.

5. VAKVERENIGINGSLEDEGELD

Die bedrae deur werkgevers aan die Sekretaris van die Raad kragtens klousule 1 (4) (b) van Hoofstuk IV betaal of betaalbaar, moet deur die Raad aan die vakverenigings op so 'n tyd en op so 'n wyse betaal word as wat die Raad besluit, min invorderingskoste van twee en 'n half persent, welke bedrag aan die algemene fondse van die Raad toeval.

HOOFSTUK V

FONDSE

1. WOORDOMSKRYWING

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

“afhanklike” 'n lid se wettige vrou en/of kinders (met inbegrip van stiefkinders en/of wettig aangenome kinders) wat ten volle van die lid afhanklik is en nie ingevolge 'n ander skema op bystand geregtig is nie, en/of ander persone wat as sodanig deur die Bestuurskomitee toegelaat is;

“Bestuurskomitee” of “Komitee” 'n komitee wat as sodanig deur die Raad ingevolge klousule 3 van hierdie Hoofstuk aangestel word om die Fondse namens die Raad te administreer;

“doktersertifikaat” 'n skriftelike verklaring uitgereik deur 'n mediese praktisyn, en/of spesialis of tandarts, waarin die aard van die siekte, die pasiënt se naam en alle ander besonderhede wat vir die Fondse vereis kan word, vermeld word;

“getroude lid”, ten opsigte van 'n lid wat bydra tot die Fonds in klousule 8 (2) van hierdie Hoofstuk bedoel, 'n lid met een of meer afhanklikes;

“kind”, ten opsigte van iemand wat bydra tot die Fonds in klousule 8 (2) van hierdie Hoofstuk bedoel, 'n lid se kind, stiefkind of wettig aangenome kind wat—

- (a) ongetroud is; en
 - (b) geheel en al van die lid afhanklik is of 'n inkomste van hoogstens R50 per maand het; en
 - (c) by die lid inwoon, met uitsondering van tydelike afwesigheid op skool of universiteit of met vakansie of om 'n ander rede wat vir die Komitee aanneemlik is; en
 - (d) (i) onder die ouderdom van 21 jaar is; of
 - (ii) onderworpe is aan die goedkeuring van die Bestuurskomitee, ouer as 21 jaar maar jonger as 25 jaar en 'n skoolier of student is;
- “mediese praktisyn” iemand wat ingevolge Wet 56 van 1974 gekwalifiseer en as sodanig by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is;

“ongetroude lid” 'n persoon wat bydra tot die Mediese Bystandsfondse in klousule 8 (2) van hierdie Hoofstuk bedoel en wat geen afhanklikes het nie;

“reëls” die reëls van die Fondse wat van tyd tot tyd van krag is en soos ingevolge klousule 3 van hierdie Hoofstuk voorgeskryf;

“sekretaris” die sekretaris van die Fondse en omvat dit 'n beamppte wat deur die Raad benoem word om namens die sekretaris op te tree;

(3) An employer may deduct week by week from the earnings of each of his employees referred to in subclause (2) an amount of 6 cents: Provided that—

- (i) not more than one such deduction shall be made from the earnings of an employee in any week;
- (ii) no deduction shall be made from the earnings of an employee who has worked for an employer for less than 16 hours in any week;
- (iii) where an employee is employed by two or more employers during the same week, the deduction in respect of that week shall be made by the employer by whom he was first employed during the week for not less than 16 hours.

4. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

(1) Every employer who is a member of The Master Builders' and Allied Trades Association shall pay each week to the Secretary of the Council an amount of 8 cents in respect of each employee for whom wages are prescribed in clause 4 (1) (xxxviii) to (xlv) of Chapter I: Provided that—

- (i) no payment shall be made in respect of an employee who has worked for an employer for less than 16 hours in any week;
- (ii) where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(2) The amounts paid by employers to the Secretary of the Council in terms of clause 1 (1)bis of Chapter IV and subclause (1) hereof shall be paid by the Council monthly to the Master Builders' and Allied Trades Association, Bloemfontein, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

5. TRADE UNION SUBSCRIPTIONS

The amounts paid or payable by employers to the Secretary of the Council in terms of clause 1 (4) (b) of Chapter IV shall be paid by the Council to the trade unions at such time and in such manner as the Council may decide, less a collection fee of two and a half per cent, which fee shall accrue to the general funds of the Council.

CHAPTER V

FUNDS

1. DEFINITIONS

Any terms used in this Chapter which are not defined herein but which are defined in clause 3 of Chapter I of this Agreement shall have the same meaning as in that Chapter; further—

“dependant” means a member's legal wife, and/or children (including step-children and/or legally adopted children) who are fully dependent on the member and are not entitled to benefits under any other scheme; and/or other persons admitted as such by the Management Committee;

“Management Committee” or “Committee” means a Committee appointed as such by the Council in terms of clause 3 of this Chapter to administer the Funds on behalf of the Council;

“medical certificate” means a written statement issued by a medical practitioner and/or specialist or dental practitioner, stating the nature of the ailment, the patient's name and any other details which may be required by the Funds;

“married member” means in respect of any member who contributes to the Fund referred to in clause 8 (2) of this Chapter, a member with one or more dependants;

“child” means in respect of any person who contributes to the Fund referred to in clause 8 (2) of this Chapter, a member's child, step-child or legally adopted child who is—

- (a) unmarried; and
- (b) dependent wholly upon the member, or in receipt of an income of not more than R50 per month; and
- (c) living with the member except for temporary absence at boarding school or university, or on holiday, or for any other reason acceptable to the Committee; and
- (d) (i) under the age of 21 years; or
- (ii) subject to the approval of the Management Committee, over the age of 21 years, but under the age of 25 years, and in a scholar or student;

“medical practitioner” means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 56 of 1974;

“single member” means any person who contributes to the Medical Aid Fund referred to in clause 8 (2) of this Chapter, without dependant;

“rules” means the regulations of the Funds in force from time to time and as prescribed in terms of clause 3 of this Chapter;

“secretary” means the secretary of the Funds and includes any official nominated by the Council to act for the secretary;

"spesialis" iemand wat ingevolge Wet 56 van 1974 gekwalifiseer en as sodanig by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is;

"tandarts" iemand wat ingevolge Wet 56 van 1974 gekwalifiseer en as sodanig by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is;

"vervoer" vervoer deur 'n gelisensieerde ambulans, en in die afwesigheid van 'n gelisensieerde ambulans of wanneer daar nie een gekry kan word nie, vervoer deur 'n taxi en/of 'n gehuurde voertuig en/of openbare vervoer, uitgesonderd vliegtuie, wat tydens siekte of besering as vervoermiddel gebruik word.

2. STIGTING EN VOORTSETTING VAN DIE FONDSE

Die volgende Fondse word hierby voortgesit:

(1) Die Fonds gestig by Goewermentskennisgewing 1926 van 20 November 1959 en bekend as die "Vakansiefonds vir die Bounywerheid" (hierna die "Vakansiefonds" of "Fonds" genoem) word hierby voortgesit.

(2) Die Fonds gestig by Goewermentskennisgewing R. 3688 van 7 November 1969 en bekend as die "Mediese Bystandsfonds vir die Bounywerheid" (hierna die "Mediese Bystandsfonds" of die "Fonds" genoem) word hierby voortgesit.

(3) Die Fonds ingestel by Goewermentskennisgewing R. 3688 van 7 November 1969 en bekend as die "Siekefonds vir die Bounywerheid" (hierna die "Siekefonds" of die "Fonds" genoem) word hierby voortgesit.

(4) Nademaal die Raad verwittig is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (hierna die Nasionale Fonds genoem), verleen hy hierby magtiging om, ten einde die doelstellings gemeld in die konstitusie van genoemde Nasionale Fonds te verwesenlik, bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit, gelees met klousule 1 van Hoofstuk IV.

(5) Nademaal die Raad verwittig is van die instelling van die Werwings- en Opleidingsfonds van die Bounywerheid (hierna die Werwings- en Opleidingsfonds genoem), verleen hy hierby magtiging om bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit, gelees met klousule 1 van Hoofstuk IV, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Werwings- en Opleidingsfonds uiteengesit is.

3. ADMINISTRASIE VAN DIE FONDSE

(1) Die onderskeie Fondse moet geadminestreer word deur 'n Bestuurskomitee deur die Raad aangestel en wat bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat in die Raad verteenwoordig word, saam met 'n gelyke getal verteenwoordigers van die werkgewersorganisasie, wat 'n party by die Raad is, saam met twee plaasvervangers vir elke verteenwoordiger. Die verteenwoordigers en plaasvervangers moet lede van die Raad wees. Die bepalings van die Raad se Konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul ampstermyn en die belê en hou van vergaderings van die Raad is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(2) Die Fondse moet geadminestreer word ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met die bepalings 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.

(3) 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.

(4) 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.

(5) 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 benadeel het: Met dien verstande dat aan sodanige lid die geleentheid gebied moet word om by die Raad, wie se beslissing finaal is, appél aan te teken teen die beslissing van die Komitee.

(6) Geskille betreffende die uitleg, betekenis of bedoeling van enigen van die bepalings 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.

(7) 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.

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

"specialist" means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 56 of 1974;

"dental practitioner" means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 56 of 1974;

"conveyance" means transport by licensed ambulance, and in the absence of or inability to obtain a licensed ambulance, transport by taxi and/or any hired vehicle, and/or any public transport, excluding aircraft, while being used as a conveyance during illness or injury.

2. ESTABLISHMENT AND CONTINUATION OF THE FUNDS

The following Funds are hereby continued:

(1) The operation of the Fund established under Government Notice 1926 dated 20 November 1959, and known as the "Building Industry Holiday Fund" (hereinafter referred to as the "Holiday Fund" or the "Fund") is hereby continued.

(2) The operation of the Fund established under Government Notice R. 3688 of 7 November 1969, and known as the "Building Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund" or the "Fund") is hereby continued.

(3) The operation of the Fund established under Government Notice R. 3688 of 7 November 1969 and known as the "Building Industry Sick Fund" (hereinafter referred to as the "Sick Fund" or the "Fund") is hereby continued.

(4) The Council, having been advised of the establishment of the National Development Fund for the Building Industry (hereinafter referred to as the National Fund), hereby authorises, for the purpose of implementing the objects set forth in the Constitution of the said National Fund, the collection of contributions in accordance with the procedure stated hereunder, read with clause 1 of Chapter IV.

(5) The Council, having been advised of the establishment of the Building Industries Recruitment and Training Fund (hereinafter referred to as the Recruitment and Training Fund), hereby authorises, for the purpose of implementing the objects set forth in the Constitution of the said Recruitment and Training Fund, the collection of contributions in accordance with the procedure detailed hereunder, read with clause 1 of Chapter IV.

3. ADMINISTRATION OF THE FUNDS

(1) The various Funds shall be administered by a Management Committee appointed by the Council and consisting of one representative from each of the trade unions represented on the Council, together with an equal number of representatives of the employers' organisation which is a party to the Council, together with two alternates for each representative. The representatives and alternates shall be members of the Council. The provisions of the Council's Constitution relating to the election of a Chairman and a Vice-Chairman, their period of office and the calling and conduct of meetings of the Council shall *mutatis mutandis* apply in the case of the Management Committee.

(2) 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.

(3) 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.

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

(5) 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.

(6) 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.

(7) 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.

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

4. WERKING VAN DIE FONDSE

(1) Die Fondse bestaan uit—

(a) alle bydraes wat ooreenkomstig klousule 1 van Hoofstuk IV in die Fondse gestort word;

(b) alle rente wat verkry word uit die belegging van geld van die Fondse; en

(c) ander geld waarop die Fondse geregtig word.

(2) Alle geld wat aan die Fondse toeval, moet binne drie dae nadat dit ontvang is, op 'n afsonderlike rekening vir elke Fonds by 'n geregistreerde bank in die krediet van die Fondse gedeponeer word.

(3) Die geld van die Fondse moet aangewend word om bystand en uitgawes ingevolge die reëls van die onderskeie Fondse te betaal.

(4) Geen bedrag mag uit die Fondse betaal word ten opsigte van seëls wat ingevolge klousule 2 van Hoofstuk IV uitgereik is nie tensy sodanige seëls ooreenkomstig klousule 3 (4) van Hoofstuk IV in die bydraekaart geplaak is.

(5) Geen bedrag mag uit die Fondse betaal word ten opsigte van seëls waarop dinge uitgewis is of wat vernietig of beskadig is nie: Met dien verstande dat die Raad die reg het om betaling na goeddunke te magtig.

(6) Geen bedrag ten opsigte van seëls wat ingevolge klousule 2 van Hoofstuk IV uitgereik is en by die Raad ingedien word, mag uit die Fondse betaal word aan 'n ander persoon as die werknemer wie se naam deur die Raad aangebring is op die bydraekaart waarin die seëls geplaak is nie.

(7) Die Raad kan van die Vakansiefondsbedrag betaalbaar aan 'n werknemer alle bedrae aftrek wat deur sodanige werknemer verskuldig is aan enige van die Fondse van die Raad.

(8) Ingeval 'n werknemer te sterwe kom, moet die bedrag wat uit die Fondse verskuldig is, per tjek, wat ten gunste van sodanige boedel uitgemaak is, aan sy boedel betaal word nadat 'n gesertifiseerde kopie van die doodsertifikaat en alle seëls ingevolge klousule 2 van Hoofstuk IV aan die ooreedene uitgereik, aan die sekretaris van die Fondse voorgelê is.

(9) Alle uitbetalings uit die Fondse moet geskied per tjek wat geteken is deur die Voorsitter, die Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad, en mede-onderteken is deur die sekretaris of sodanige ander plaasvervangers vir die sekretaris as waarop die Raad van tyd tot tyd besluit.

(10) Geld wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as soos voorgeskryf ingevolge artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956.

5. OUDITERING VAN DIE FONDSE

(1) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel moet word, moet deur die Raad aangestel word en moet minstens één keer per jaar die rekenings van die Fondse omditeer en voor of op 31 Desember elke jaar 'n staat opstel wat die volgende toon;

(a) Alle geld wat ingevolge die bepalinge van hierdie Ooreenkoms ontvang word;

(b) uitgawes wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fondse op daardie datum aantoon.

(2) Die geouditeerde staat en die balansstaat van die Fondse moet daarna op die kantoor van die Raad vir insae lê en kopieë daarvan, behoorlik deur die ouditeur geteken, en deur die Voorsitter van die Raad mede-onderteken, tesame met 'n verslag wat die ouditeur daarvoor ingebring het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Direkteur-generaal van Mannekrag ingedien word.

6. LIKWIDASIE VAN DIE FONDSE

(1) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval, moet die Raad wat dan bestaan of die trustee of trustees wat ingevolge klousule 7 van hierdie Hoofstuk deur die Registrateur aangestel is, voortgaan om vir 'n tydperk van twee jaar die Fondse te administreer ten einde geld wat aan werknemers verskuldig is, uit te betaal, en behoudens die goedkeuring van die Registrateur, met geld wat ná genoemde tydperk van twee jaar in die krediet van die Fondse staan, verbeur word en aan die algemene fondse van die Raad toeval.

(2) As die sake van die Raad na afloop van genoemde tydperk van twee jaar reeds gelikwedeer en die bates verdeel is, moet die saldo van die Fondse soos volg verdeel word:

(a) Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig is in verhouding tot die getal volwaardige lede ingevolge die Wet in sodanige organisasie op die datum van sodanige likwidasie;

(b) twee vyfdes aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging soos op die datum van likwidasie verdeel word. Die uitdrukking "lidmaatskap" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek word;

(c) een vyfde moet ingevolge artikel 34 (4) (c) van die Wet bestee word.

4. OPERATION OF THE FUNDS

(1) The Funds shall consist of—

(a) all contributions paid into the Funds in accordance with the provisions of clause 1 of Chapter IV;

(b) all interest derived from the investment of any moneys of the Funds; and

(c) all other moneys to which the Funds may become entitled.

(2) All moneys accruing to the Funds shall be deposited in a separate account for each fund with a registered bank to the credit of the Funds within three days after receipt thereof.

(3) The moneys of the Funds shall be used for payment of benefits and expenditures in accordance with the rules of the various Funds.

(4) No payment shall be made from the Funds in respect of stamps issued in terms of clause 2 of Chapter IV unless such stamps are affixed in the contribution card in accordance with clause 3 (4) of Chapter IV.

(5) No payment shall be made from the Funds in respect of stamps which have erasures or have been destroyed or mutilated: Provided that the Council shall have the right to authorise payment in its discretion.

(6) No payment shall be made from the Funds in respect of stamps issued in terms of clause 2 of Chapter IV and lodged with the Council to any person other than the employee whose name has been inserted by the Council on the contribution card in which such stamps are contained.

(7) The Council may deduct from the Holiday Fund amount payable to an employee all moneys owing by such employee to any Fund of the Council.

(8) In the event of the death of an employee, the amount due from the Funds shall be paid to his estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate and all stamps issued in terms of clause 2 of Chapter IV to the deceased being lodged with the secretary of the Funds.

(9) All payments from the Funds shall be made by cheque signed by the Chairman, Vice-Chairman or such other members and alternates of the Council and counter-signed by the secretary or such other alternates to the secretary as the Council may from time to time decide.

(10) Any moneys not required to meet current payments or expenditures may not be invested other than as prescribed in terms of section 21 (3) of the Labour Relations Act, 1956.

5. AUDIT OF THE FUNDS

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

(a) all moneys received in terms of the provisions of this Agreement;

(b) expenditure incurred under all headings during the 12 months ending 31 December preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date.

(2) The audited statement and the balance sheet of the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and counter-signed by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Manpower within three months of the close of the period covered by such statement and balance sheet.

6. LIQUIDATION OF THE FUNDS

(1) Upon the expiry of this Agreement or any extension thereof, the Council in office at the time or the trustee of trustees appointed by the Registrar in terms of clause 7 of this Chapter shall continue to administer the Funds for a period of two years in order to pay out moneys due to employees, and, subject to the approval of the Registrar, any moneys standing to the credit of the Funds after the said period of two years shall be forfeited and shall accrue to the general funds of the Council.

(2) If upon the expiry of the said period of two years the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as follows:

(a) Two-fifths to the employers' organisation represented on the Council in proportion to the number of members in good standing in terms of the Act in such organisation as at the date of liquidation;

(b) two-fifths to the trade unions represented on the Council, to be divided amongst such trade unions in proportions to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who were covered by this Agreement;

(c) one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

7. VERSTRYKING VAN DIE OOREENKOMS

(1) (a) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en ingeval daar nie binne twee jaar ná die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende Ooreenkoms onderhandel word met die oog op die voortgesette werking van die Fondse nie, moet die Raad die Fondse ingevolge klousule 6 van hierdie Hoofstuk likwideer.

(b) Ingeval die Raad nie die Fondse ingevolge hierdie klousule kan administreer en/of likwideer nie en/of nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die Raad kan nakom en wat vir sodanige doel vir die bevoegdheid van die Raad het.

(a) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fondse geadmistreer word deur die Raad wat dan bestaan. Vakatures wat in die Raad ontstaan, kan deur die Registrateur uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewers- en werknemersverteenvoorders in die Raad is.

(b) Ingeval die Raad wat dan bestaan, nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad na te kom en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Raad.

(3) Wanneer hierdie Ooreenkoms verstryk, moet die Fondse, behoudens subklousules (1) en (2) hiervan, ingevolge klousule 6 van hierdie Hoofstuk deur die Raad wat dan bestaan of deur die trustee of trustees wat deur die Registrateur aangestel is, gelikwideer word.

8. BESONDERE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKEIE FONDSE**(1) Vakansiefonds vir die Bounwyerheid**

(a) *Administrasie van die Vakansiefonds.*—Die Vakansiefonds moet deur die Raad geadmistreer word.

(b) *Berekening en betaling van vakansiebesoldiging.*—Op die eerste Vrydag van November elke jaar moet die Sekretaris van die Raad die bedrag bepaal wat aan die werknemer verskuldig is soos weergegee deur die getal bydraes namens hom betaal en op sy bydraerekordkaart aangeteken, en moet hy sodanige bedrag aan die werknemer betaal op 'n datum wat die Raad vasstel, maar voor of op die dag voor die aanvang van die vakansie tydperk wat in klousule 12 van Hoofstuk I bedoel word. Tensy die Raad anders gelas, moet betalings per tjek ten gunste van die werknemer gedoen word en geen bevel of magtiging om dit aan 'n ander persoon te betaal, word erken nie.

(c) Betaling vir Gelofte dag, Kersdag en Nuwejaarsdag is ingesluit in die betaling in paragraaf (b) bedoel.

(d) *Onopgeëiste vakansiebesoldiging.*—Indien 'n werknemer versuim om sy vakansiebesoldiging te eis binne 'n tydperk van ses maande vanaf die datum waarop dié tydperk begin, word dit verbeur en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling oorweeg wat ná genoemde tydperk ingedien word en hy kan na goeëdunke magtiging daartoe verleen.

(e) Geen werknemer is geregtig om betaling te eis van die vakansiefonds voor die dag wat deur die Raad ingevolge paragraaf (b) voorgeskryf word nie. Die Raad het egter die bevoegdheid om magtiging vir dié betaling te verleen indien hy dit na goeëdunke gerade ag.

(f) Indien 'n werknemer te sterwe kom, moet die bedrag wat uit die Fondse aan hom verskuldig is, aan sy boedel betaal word per tjek wat ten gunste van dié boedel getrek is, nadat skriftelik daarom aansoek by die Sekretaris van die Raad gedoen is.

(2) Mediese Bystandfonds vir die Bounwyerheid

(a) *Doelstellings.*—Die doelstellings met die Mediese Bystandfonds is—

(i) om lede en hul afhanklikes by te staan in verband met die koste van—

(aa) mediese, tandheelkundige, paramediese, chirurgiese en oogkundige dienste;

(ab) die verskaffing van medisyne;

(ac) die verskaffing van mediese, tandheelkundige, chirurgiese en oogkundige behoeftes of toestelle;

(ad) huisvesting in 'n hospitaal of verpleeginrigting; en

(ae) ander dienste wat van tyd tot tyd in die reëls gespesifiseer word;

(ii) om dié maatreëls te tref en dié dinge te doen wat die Raad nodig ag vir die voorkoming van siekte of ongelukke en vir die verbetering en bevordering van gesondheid van lede, hul afhanklikes en persone wat in die Nywerheid werksaam of daarby betrokke is;

7. EXPIRY OF THE AGREEMENT

(1) (a) Upon the expiry of this Agreement or any extension thereof and in the event of no subsequent agreement being negotiated for the purpose of continuing the operation of the Funds within two years from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 6 of this Chapter.

(b) In the event of the Council being unable to administer and/or liquidate the Funds in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council and who shall possess all the powers of the Council for such purposes.

(2) (a) 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 Funds shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

(b) In the event of the Council in office at the time being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council, and such trustee or trustees shall possess all the powers of the Council for such purposes.

(3) Upon the expiry of this Agreement, subject to the provisions of subclauses (1) and (2) hereof, the Funds shall be liquidated in terms of clause 6 of this Chapter by the Council in office at the time or the trustee or trustees appointed by the Registrar.

8. SPECIAL PROVISIONS IN RESPECT OF THE FUNDS**(1) Building Industry Holiday Fund**

(a) *Administration of the Holiday Fund.*—The Holiday Fund shall be administered by the Council.

(b) *Assessment and payment of holiday pay.*—On the first Friday in November each year the Secretary of the Council shall ascertain the amount due to the employee, as reflected by the number of contributions paid on his behalf and recorded on his contribution record card, and shall pay such amount to the employee on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period referred to in clause 12 of Chapter I. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(c) Payment for Day of the Vow, Christmas Day and New Year's Day is included in the payment referred to in paragraph (b).

(d) *Unclaimed holiday pay.*—Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(e) No employee shall be entitled to claim payment from the Holiday Fund until the day prescribed by the Council in terms of paragraph (b). The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so.

(f) In the case of death of an employee, the amount due to him from the Fund shall be paid to his estate by cheque drawn in favour of such estate, upon a written application being lodged with the Secretary of the Council.

(2) Building Industry Medical Aid Fund

(a) *Objects.*—The objects of the Medical Aid Fund shall be—

(i) to assist members and their dependants in regard to the cost of—

(aa) medical, dental, paramedical, surgical and optical services;

(ab) the supply of medicines;

(ac) the supply of medical, dental, surgical and optical requirements or appliances;

(ad) accommodation in a hospital or nursing home; and

(ae) any other services as may be specified in the rules from time to time;

(ii) to take such measures and do such things as the Council deems necessary for the prevention of sickness or accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the industry;

(iii) om sonder om op enige wyse afbreuk te doen aan of in te meng met 'n lid se vrye keuse van diens, 'n kontrak aan te gaan of 'n voorkeurtarief te beding met—

(aa) 'n hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;

(ab) 'n ander persoon, liggaam, inrigting of owerheid ten opsigte van paramediese dienste soos wat van tyd tot tyd in die reëls gespesifiseer word;

(iv) om al dié dinge te doen wat nodig is, voortvloei uit of bevorderlik is vir die welsyn van lede en hul afhanklikes en die verwesenliking van voornoemde doelstellings;

(v) om 'n ooreenkoms of ooreenkomste met 'n ander mediese skema of skemas aan te gaan om voorsiening te maak vir die wederkerigheid van bystand ten opsigte van lede, of afhanklikes van lede, wat van die Fonds na sodanige mediese skema of skemas oorgeplaas word, en omgekeerd.

(b) *Lidmaatskap van die Fonds.*—(i) Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 4 (1) van Hoofstuk I, voormanne, algemene voormanne en vakleerlinge, uitgesonderd werknemers in klousule 4 (1) (xxxviii) tot (xlv) en (xxv) en (xxvi) van Hoofstuk I bedoel, voorgeskryf word.

(ii) Ander persone as dié bedoel in subparagraaf (i) hiervan wat regstreeks in die Nywerheid werksaam of daarby betrokke is, kan na goeddunke van die Bestuurskomitee lede word, en hierdie klousule en die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(c) *Administrasie van die Mediese Bystandsfonds.*—(i) Die Mediese Bystandsfonds word geadminestreer deur 'n bestuurskomitee deur die Raad aangestel uit sy lede en bestaan uit 'n gelyke getal verteenwoordigers van die werkgewers en die werknemers. Die Raad se Konstitusie betreffende die verkiesing van 'n voorsitter en ondervoorsitter, hul ampstermyn en die byeenroep en leiding van die vergaderings van Raad is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(ii) Die Mediese Bystandsfonds word geadminestreer ooreenkomstig die reëls wat vir die doel deur die Raad voorgeskryf word.

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

(iii) Die Bestuurskomitee kan enige of alle bystand weier en/of weerhou van 'n lid en/of sy afhanklikes wat na die komitee se mening gehandel het op 'n wyse wat bereken is om die belange van die Fonds of sy lede skade te berokken of wat na alle redelike waarskynlikheid sodanige skade kan berokken: Met dien verstande dat so 'n lid die geleentheid gebied moet word om by die Raad appél aan te teken teen die beslissing van die Bestuurskomitee, en die Raad se beslissing is finaal.

(iv) 'n Geskil betreffende die vertolking, betekenis of bedoeling van enigeen van die bepalinge van hierdie klousule of betreffende die administrasie van die Mediese Bystandsfonds wat die Bestuurskomitee nie in staat is om te besleg nie, moet na die Raad verwys word vir sy beslissing.

(d) *Aanstelling van personeel.*—Die Raad moet 'n sekretaris aanstel wat bekend staan as die sekretaris van die Mediese Bystandsfonds en sodanige ander personeel as wat nodig is vir die behoorlike administrasie van die Fonds.

(e) *Uitgawes van die Fonds.*—(i) Die Bestuurskomitee moet so gou prakties moontlik ná die einde van iedere boekjaar die waarde vasstel van die dienste aan die Fonds deur die Raad gedurende daardie jaar gelewer en moet die Raad met die bedrag daarvan vergoed.

(ii) Alle ander uitgawes wat noodwendig in verband met die administrasie van die Fonds aangegaan word, insluitende die uitgawes aangegaan in verband met die verrigting van die werksaamhede van die Bestuurskomitee, moet deur die Fonds bestry word.

(f) *Vrywaring van die lede van die Bestuurskomitee en personeel.*—Die lede van die Bestuurskomitee, sekretaris, ampsdraers en werknemers van die Raad is nie aanspreeklik vir die skulde van die Mediese Bystandsfonds nie en hulle word hierby gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(2) *Bystand per abuis betaal.*—As 'n lid en/of sy afhanklike bystand ontvang het waarop hy nie kragtens hierdie klousule of die reëls van die Mediese Bystandsfonds geregtig is nie, is hy daarvoor aanspreeklik om aan die Fonds die bedrag van die bystand aldus ontvang, terug te betaal: Met dien verstande dat as die Bestuurskomitee dit in 'n besondere geval onbillik vind om terugbetaling van die hele bedrag te eis, hy na goeddunke terugbetaling van 'n kleiner bedrag kan eis, of dié lid en/of sy afhanklike bystand terugbetaling van die hele bedrag kan vrystel.

(h) *Betaling van bystand.*—Betaling van bystand moet aan lede en hul afhanklikes geskied ooreenkomstig die reëls van die Mediese bystandsfonds.

(iii) without in any way detracting from or interfering with a member's free choice of service, to contract or negotiate a preferential tariff—

(aa) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;

(ab) with any other person, body, institution or authority in respect of paramedical services as may be specified in the rules from time to time;

(iv) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the afore-mentioned objects;

(v) to enter into an agreement or agreements with any other medical scheme or schemes to provide for the reciprocity of benefits in respect of members, or dependants of members, transferring from the Fund to such medical scheme or schemes, and *vice versa*.

(b) *Membership of the Fund.*—(i) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) of Chapter I, foremen, general foremen, and apprentices, excluding employees referred to in clause 4 (1) (xxxviii) to (xlv) and (xxv) and (xxvi) of Chapter I.

(ii) Persons other than those referred to in subparagraph (i) hereof who are directly engaged or employed in the Industry may, in the discretion of the Management Committee, be admitted to membership, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(c) *Administration of the Medical Aid Fund.*—(i) The Medical Aid Fund shall be administered by a management committee appointed by the Council from amongst its members and consisting of an equal number of representatives of the employers and the employees. The provisions of the Council's Constitution relating to the election of a chairman and vice-chairman, their period of office and the calling and conduct of the meetings of the Council shall *mutatis mutandis* apply in the case of the Management Committee.

(ii) (aa) The Medical Aid Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

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

(iii) The Management Committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Management Committee to the Council, whose decision shall be final.

(iv) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Medical Aid Fund which the Management Committee is unable to settle, shall be referred to the Council for its decision.

(d) *Appointment of staff.*—The Council shall appoint a secretary who shall be known as the secretary of the Medical Aid Fund and such other staff as may be necessary for the proper administration of the Fund.

(e) *Expenditure of the Fund.*—(i) The Management Committee shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that year and shall reimburse the Council with the amount thereof.

(ii) All other expenditure necessarily incurred in connection with the administration of the Fund, including the expenditure incurred in connection with the performance of the functions of the Management Committee, shall be defrayed by the Fund.

(f) *Indemnification of the members of the Management Committee and staff.*—The members of the Management Committee, secretary, officers and employees of the Council shall not be liable for the debts of the Medical Aid Fund and they are hereby indemnified against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(g) *Benefits paid in error.*—If any member and/or his dependant has received benefits to which he is not entitled under the provisions of this clause or the rules of the Medical Aid Fund, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such member and/or his dependant of the repayment of the whole amount.

(h) *Payment of benefits.*—Payment of benefits shall be made in respect of members and their dependants in accordance with the rules of the Medical Aid Fund.

(3) Siekefonds vir die Bounywerheid

(a) *Doelstellings*.—Die doelstellings met die Siekefonds is om—

- (i) lede te vergoed vir die verlies van verdienste weens siekte of 'n ongeluk;
- (ii) gratifikasies en/of jaargelde aan lede te verskaf in geval van permanente ongeskiktheid;
- (iii) werknemers te vergoed vir die verlies van hul gereedskap weens diefstal uit toesluitplekke en werkwinkels: Met dien verstande dat as 'n werknemer sy gereedskap verloor weens optrede of versuim soos in klousule 14 (2) van Hoofstuk I van hierdie Ooreenkoms beskryf, die werkgewer van so 'n werknemer vir die totale waarde van dié verlore gereedskap verantwoordelik is.

(b) *Lidmaatskap van die Fonds*.—Lidmaatskap van die Fonds is verpligend vir alle werknemers vir wie lone in klousule 4 (1) (i), (ii), (iii), (iv), (xii), (xvii) en (xxii) van Hoofstuk I voorgeskryf word en algemene voorname en voormanne.

(c) *Administrasie van die Fonds*.—(i) Die Fonds word geadminestreer deur 'n bestuurskomitee wat die Raad uit sy lede aanstel en moet bestaan uit ewe veel verteenwoordigers van die werkgewers en die werknemers. Die Raad se Konstitusie betreffende die verkiesing van 'n voorsitter en ondervoorsitter, hul ampstermyne en die byeenroep en bestuur van vergaderings van die Raad is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(ii) Die Siekefonds word ooreenkomstig die reëls van die Fonds geadminestreer.

(iii) Die Bestuurskomitee kan enige of alle bystand weier en/of weerhou van 'n lid en/of sy afhanklikes wat na die Komitee se mening gehandel het op 'n wyse wat bereken is om die belange van die Fonds of sy lede skade te berokken, of wat na alle redelike waarskynlikheid sodanige skade kan berokken: Met dien verstande dat so 'n lid die geleentheid gebied moet word om by die Raad appél aan te teken teen die beslissing van die Bestuurskomitee, en die Raad se beslissing is finaal.

(iv) Geskille in verband met die vertolking, betekenis of bedoeling van enige van die bepalinge van hierdie klousule of betreffende die administrasie van die Fonds wat die Bestuurskomitee nie in staat is om te besleg nie, moet na die Raad verwys word vir sy beslissing.

(d) *Aanstelling van personeel*.—Die Raad moet 'n sekretaris aanstel wat as die sekretaris van die Siekefonds bekend staan, asook die ander personeel wat nodig is vir die behoorlike administrasie van die Fonds.

(e) *Uitgawes van die Raad*.—(i) Die Bestuurskomitee moet so gou moontlik na die einde van elke boekjaar die waarde bepaal van die dienste wat die Raad gedurende daardie boekjaar aan die Fonds gelewer het, en die Raad daarvoor vergoed.

(ii) Alle ander onkoste wat noodsaaklikerwyse aangegaan is in verband met die administrasie van die Fonds, met inbegrip van onkoste aangegaan in verband met die uitvoering van die funksies van die Komitee, moet uit die Fonds bestry word.

(f) *Vrywaring van lede van die Komitee, sekretaris, beamptes en werknemers van die Fonds*.—Die lede van die Bestuurskomitee, sekretaris, beamptes en werknemers van die Fonds is nie vir die skulde van die Fonds aanspreeklik nie en hulle word hierby gevrywaar teen alle verliese en onkoste wat hulle aangaan tydens of in verband met die bona fide-uitvoering van hul pligte.

(g) *Bystand per abuis betaal*.—As 'n werknemer bystand ontvang het waarop hy nie kragtens hierdie klousule geregtig is nie, is hy daarvoor aanspreeklik om die bedrag wat aldus ontvang is, aan die Fonds terug te betaal: Met dien verstande dat as die Bestuurskomitee dit in 'n besondere geval onbillik ag om terugbetaling van die hele bedrag te eis, hy na goeddunke terugbetaling van 'n kleiner bedrag kan eis of so 'n werknemer kan vrystel van terugbetaling van die hele bedrag.

(h) *Betaling van bystand*.—Lede ontvang bystand soos en in die mate voorgeskryf in die reëls van die Fonds.

(4) Nasionale Ontwikkelingsfonds vir die Bounywerheid

(a) Die bedrae betaal of betaalbaar deur werkgewers aan die Sekretaris van die Raad kragtens klousule 1 (1) (f) van Hoofstuk IV en paragraaf (b) hiervan moet maandeliks deur die Raad aan die Nasionale Fonds betaal word, min invorderingskoste van twee en 'n half persent, en dié bedrag val aan die algemene fondse van die Raad toe.

(b) Elke werkgewer moet elke week 'n bedrag van 15 sent aan die Sekretaris van die Raad betaal ten opsigte van elk van sy werknemers vir wie lone in klousule 4 (1) (xxxviii) tot (xlv) en (xxv) en (xxvi) van Hoofstuk I voorgeskryf en vakleerlinge: Met dien verstande dat—

(i) geen betaling geskied ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het nie;

(ii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur lank in diens was, die bedrag ten opsigte van daardie week moet betaal.

(3) Building Industry Sick Fund

(a) *Objects*.—The objects of the Sick Fund shall be—

- (i) to recompense members for loss of earnings arising out of sickness or accident;
- (ii) to provide gratuities and/or annuities for members in the case of permanent disability;
- (iii) to compensate employees for the loss of their tools by theft from lock-ups and workshops: Provided that if an employee loses his tools due to the acts or omissions described in clause 14 (2) of Chapter I of this Agreement, the employer of such employee shall be responsible for the total value of such lost tools.

(b) *Membership of the Fund*.—Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (i), (ii), (iii), (iv), (xii), (xvii) and (xxii) of Chapter I and general foremen and foremen.

(c) *Administration of the Fund*.—(i) The Fund shall be administered by a management committee appointed by the Council from amongst its members and shall consist of an equal number of representatives of the employers and the employees. The provisions of the Council's Constitution relating to the election of a Chairman and Vice-Chairman, their period of office and the calling and conduct of meetings of the Council, shall *mutatis mutandis* apply in the case of the Management Committee.

(ii) The Sick Fund shall be administered in accordance with the provisions of the rules of the Fund.

(iii) The Management Committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

(iv) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Fund which the Management Committee is unable to settle, shall be referred to the Council for its decision.

(d) *Appointment of staff*.—The Council shall appoint a Secretary who shall be known as the Secretary of the Sick Fund and such other staff as may be necessary for the proper administration of the Fund.

(e) *Expenditure of the Fund*.—(i) The Management Committee shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that financial year and shall reimburse the Council with the amount thereof.

(ii) All other expenditure necessarily incurred in connection with the administration of the Fund, including expenditure incurred in connection with the performance of the functions of the Committee, shall be defrayed from the Fund.

(f) *Indemnification of members of the Committee, secretary, officers and employees of the Fund*.—The members of the Management Committee, secretary, officers and employees of the Fund shall not be liable for the debts of the Fund and they are hereby indemnified against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(g) *Benefits paid in error*.—If an employee has received benefits to which he is not entitled under the provisions of this clause, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such employee of the repayment of the whole amount.

(h) *Payment of benefits*.—Benefits accruing to members shall be of the nature and to the extent prescribed in the rules of the Fund.

(4) National Development Fund for the Building Industry

(a) The amounts paid or payable by employers to the Secretary of the Council in terms of clause 1 (1) (f) of Chapter IV and paragraph (b) hereof shall be paid by the Council monthly to the National Development Fund, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(b) Every employer shall pay weekly to the Secretary of the Council an amount of 15c in respect of each employee in his employ for whom wages are prescribed in clause 4 (1) (xxxviii) to (xlv) and (xxv) and (xxvi) of Chapter I and apprentices: Provided that—

(i) no payment shall be made in respect of an employee who has worked for an employer for less than 16 hours in any week;

(ii) where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(.) Kopieë van die konstitusie van die Nasionale Ontwikkelingsfonds moet by die Raad en die Direkteur-generaal van Mannekrag ingedien word en die Nasionale Ontwikkelingsfonds moet by die Raad en die Direkteur-generaal van Mannekrag ingedien word binne drie maande na die einde van die tydperk wat daardeur gedek word. Vir die toepassing van hierdie paragraaf omvat "konstitusie" alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

(5) Werwings- en Opleidingsfonds van die Bounywerheid

(a) Elke werkgewer moet weekliks 'n bedrag van R1,50 vir elke werknemer wat in sy diens is en vir wie lone in klousule 4 (1) (xxxviii) tot (xlv) en (xxv) en (xxvi) van Hoofstuk I voorgeskryf word en vakleerlinge aan die Sekretaris van die Raad betaal: Met dien verstande dat—

(i) geen bedrag vir 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het, betaal moet word nie;

(ii) waar 'n werknemer gedurende dieselfde week in diens is van twee of meer werkgewers, die bedrag vir daardie week betaal moet word deur die werkgewer by wie hy eerste tydens daardie week minstens 16 uur in diens was.

(b) Die bedrae wat ingevolge klousule 1 (1) (g) van Hoofstuk IV en paragraaf (a) hiervan deur werkgewers aan die Sekretaris van die Raad betaal is of betaal moet word, moet maandeliks deur die Raad aan die Werwings- en Opleidingsfonds betaal word, min invorderingskoste van twee en 'n half persent, welke bedrag aan die algemene fondse van die Raad toeval.

(c) Kopieë van die konstitusie van die Werwings- en Opleidingsfonds moet by die Raad en die Direkteur-generaal van Mannekrag ingedien word, en kopieë van die geouditeerde jaarrekenings en balansstate van die Werwings- en Opleidingsfonds moet binne drie maande na die einde van die tydperk daardeur gedek by die Raad en die Direkteur-generaal van Mannekrag ingedien word. Vir die toepassing van hierdie paragraaf beteken dié uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

(6) Pensioenskema vir die Bounywerheid, Bloemfontein

(a) Die bedrae deur werkgewers betaal kragtens klousule 1 (1) (b) van Hoofstuk IV van hierdie Ooreenkoms moet deur die Raad betaal word aan die versekeringsmaatskappy of -maatskappye met wie 'n ooreenkoms of ooreenkomste, in paragraaf (b) (ii) bedoel, aangegaan is vir die verwesenliking van die doelstellings van die Pensioenskema, min invorderingskoste van twee en 'n half persent, en dié bedrag val aan die algemene fondse van die Raad toe.

(b) *Doelstellings.*—(i) Die doelstellings van die Pensioenskema is om bystand aan lede te verskaf in die vorm van gratifikasies in die geval van—

(aa) aftrede weens ouderdom;

(ab) sterfte.

(ii) Die Raad word gemagtig om 'n ooreenkoms met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om aftredings- en sterftebystand vir lede te verkry.

(c) *Lidmaatskap.*—Lidmaatskap van die Pensioenskema is verpligtend vir werknemers in die Bou- en Monumentklipmesselnywerheid, Bloemfontein, vir wie lone in klousule 4 (i) van Hoofstuk I voorgeskryf word en voormanne en vakleerlinge, uitgesonderd werknemers (xxv) en (xxvi) en (xxxviii) tot (xlv) van klousule 4 (1) van Hoofstuk I.

(d) *Administrasie van die Skema.*—Die Skema word geadminestreer ooreenkomstig die ooreenkoms of ooreenkomste aangegaan kragtens paragraaf (b) (ii).

(e) *Betaling van bystand.*—Betaling van bystand moet geskied ten opsigte van lede ooreenkomstig die ooreenkoms of ooreenkomste aangegaan kragtens paragraaf (b) (ii).

9. BYSTAND ONVERVREEMBAAR

Die bystand deur die Fondse verskaf, is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te seeder, te verpand of te verpotekeer, hou onmiddellik op om geregtig te wees op bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes word beëindig.

10. RESERWES VAN FONDSE

(1) Indien die bedrag in die krediet van die Siekefonds of die Mediese Bystandsfonds te eniger tyd tot onder R20 000 daal, moet die betaling van bystand gestaak word en nie hervat word nie voordat die bedrag in die krediet van—

(a) die Siekefonds meer as R30 000 is; en

(b) die Mediese Bystandsfonds meer as R40 000 is.

(2) Sodra die betaling van bystand hervat word, moet die eise betaal word in die volgorde waarin hulle ontvang is.

(c) Copies of the constitution of the National Development Fund shall be lodged with the Council and with the Director-General of Manpower, and copies of the balance sheet and audited annual accounts of the National Development Fund shall be lodged with the Council and the Director-General of Manpower within three months of the close of the period covered thereby. For the purposes of this paragraph, the term "constitution" shall include any amendments to the constitution adopted from time to time.

(5) Building Industries Recruitment and Training Fund

(a) Every employer shall pay weekly to the Secretary of the Council an amount of R1,50 in respect of each employee in his employ for whom wages are prescribed in clause 4 (1) (xxxviii) to (xlv) and (xxv) and (xxvi) of Chapter I and apprentices: Provided that—

(i) no payment shall be made in respect of an employee who has worked for an employer for less than 16 hours in any week;

(ii) where an employee is employed by two or more employers during the same week the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(b) The amounts paid or payable by employers to the Secretary of the Council in terms of clause 1 (1) (g) of Chapter IV and paragraph (a) hereof shall be paid by the Council monthly to the Recruitment and Training Fund, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(c) Copies of the constitution of the Recruitment and Training Fund shall be lodged with the Council and the Director-General of Manpower, and copies of the audited annual accounts and balance sheets of the Recruitment and Training Fund shall be lodged with the Council and Director-General of Manpower within three months of the close of the period covered thereby. For the purposes of this paragraph the term "constitution" shall include any amendments to the constitution adopted from time to time.

(6) Bloemfontein Building Industry Pension Scheme

(a) The amounts paid by employers in terms of clause 1 (1) (b) of Chapter IV of this Agreement shall be paid by the Council to the insurance company or companies with which an agreement or agreements referred to in paragraph (b) (ii) has or have been entered into for application of the objects of the Pension Scheme, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(b) *Objects.*—(i) The objects of the Pension Scheme shall be to provide benefits for members in the form of gratuities in the case of—

(aa) retirement on account of old age;

(ab) death.

(ii) The Council shall be empowered to enter into an agreement with an insurance company or companies with the object of securing retirement and death benefits for members.

(c) *Membership.*—Membership of the Pension Scheme shall be compulsory for employees in the Building and Monumental Masonry Industries, Bloemfontein, for whom wages are prescribed in clause 4 (1) of Chapter I and foremen and apprentices, excluding employees (xxv) and (xxvi) and (xxxviii) to (xlv) of clause 4 (1) of Chapter I.

(d) *Administration of the Scheme.*—The Scheme shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of paragraph (b) (ii).

(e) *Payment of benefits.*—Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreement entered into in terms of paragraph (b) (ii).

9. BENEFITS INALIENABLE

The benefits provided by the Funds are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

10. RESERVES OF FUNDS

(1) If at any time the amount to the credit of the Sick Fund or Medical Aid Fund drops below R20 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of—

(a) the Sick Fund exceeds R30 000; and

(b) the Medical Aid Fund exceeds R40 000.

(2) Upon payment of benefits being resumed, claims shall be met in the order in which they were received.

HOOFSTUK VI VEILIGHEIDSMATREËLS

1. Werkgewers en werknemers moet onderstaande reëls nakom: Met dien verstande dat in die mate waarin die regulasies ten opsigte van bou-, slopings- en uitgrawingswerk wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is, bepalinge bevat wat onbestaanbaar met hierdie klousule is of bepalinge bevat wat nie in hierdie klousule voorkom nie, genoemde regulasies van toepassing is:

(1) *Betonwerk*.—Elke werkgever moet 'n werknemer in diens neem teen die besoldiging in klousule 4 (1) (i) tot (iii) van Hoofstuk I voorgeskryf om toesig te hou oor die storting van beton *in situ*.

(2) *Klipwerk*.—(a) 'n Werkgever mag nie toelaat dat klipwerkbanke minder as 2 m van mekaar af is nie. 'n Werknemer moet belet word om stof gedurende werkure met uitlaat- of ander lug af te blaas.

(b) 'n Werkgever mag nie in die Nywerheid of in die gebied waarop hierdie Ooreenkoms van toepassing is, grafstene of begraaftaasgedenktekens of klip van enige soort gebruik nie wat, na gelang van die geval, vervaardig, afgewerk of gedeeltelik afgewerk is in 'n gebied in die Republiek van Suid-Afrika waarin die loon wat vir die betrokke werk betaal word, laer is as dié wat vir sodanige werk voorgeskryf word in 'n statutêre loonreëlingsmaatreël wat op die Nywerheid in daardie gebied van toepassing is of, as daar nie so 'n maatreël in sodanige gebied bestaan nie, wat laer is as die loon voorgeskryf in 'n statutêre loonreëlingsmaatreël wat van toepassing is op 'n gebied wat die naaste aan sodanige gebied is.

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

(d) 'n Werkgever moet verseker dat die duntermasjien nie gebruik word in die skuur waar werkmans besig is om klip te kap nie en dat sodanige masjien nie gebruik word binne 27 m van 'n klipwerker af wat besig is om klip te bewerk nie tensy ander toereikende beskerming verskaf word aan werknemers wat in die nabyheid van genoemde duntermasjien werksaam is; ook mag geen werknemer sodanige masjien in stryd met die bepalinge hiervan bedien nie.

(e) Daar mag nie met karborundum- en diamantsnymasjiene gewerk word nie tensy toereikende beskerming verskaf word aan die werknemers wat in die nabyheid van genoemde masjiene werk, en geen werknemer mag sodanige masjien in stryd met die bepalinge hiervan bedien nie.

(3) *Houtwerk*.—'n Werkgever mag nie by die oprigting van geboue of bouwerke binne die gebied waarop hierdie Ooreenkoms betrekking het, skrynwerk gebruik nie wat vir oprigting in 'n bepaalde gebou gemaak is en wat vervaardig of berei is in 'n gebied in die Republiek van Suid-Afrika waarin die loon vir die werk wat met sodanige bewerking of proses in verband staan, laer is as dié wat vir sodanige werk voorgeskryf word in 'n statutêre loonreëlingsmaatreël wat op die Nywerheid in daardie gebied van toepassing is of, as daar nie so 'n maatreël in sodanige gebied bestaan nie, wat laer is as die loon wat voorgeskryf word in 'n statutêre loonreëlingsmaatreël wat van toepassing is op 'n gebied wat die naaste aan sodanige gebied is.

(4) *Steierwerk*.—'n Werkgever moet verseker dat 'n steier aan werkmans verskaf word vir alle werk wat nie veilig van 'n leer af of op 'n ander manier verrig kan word nie, dat alle steiers behoorlik opgerig word van materiaal wat geskik en sonder defekte is en dat dit opgerig word onder die toesig van 'n bevoegde persoon aan wie die werkgever minstens die loon en toelaes moet betaal wat in klousule 4 (1) (i) tot (iii) van Hoofstuk I voorgeskryf word.

A. *Instandhouding en verandering van steiers*.—'n Werkgever moet verseker dat alle steiers in 'n goeie veilige toestand gehou word en dat dit nie afgebreek of weselik verander word nie behalwe onder die toesig van 'n bevoegde persoon aan wie die werkgever minstens die loon en toelaes moet betaal wat in klousule 4 (1) (i) tot (iii) van Hoofstuk I voorgeskryf word.

B. *Gehalte van materiaal*.—Alle steiers en toestelle in verband daarmee en alle lere moet gemaak wees van materiaal wat geen defekte het nie, moet sterk genoeg wees vir die vragte en spanning waaraan hulle onderwerp sal word en moet minstens aan die volgende vereistes voldoen:

(i) Die houtgedeeltes wat gebruik word vir steiers, deurgange, loopplanke en lere, moet van 'n goeie gehalte wees, moet lang drade hê, moet in 'n goeie toestand wees en mag nie gevef of behandel word op 'n manier wat defekte moontlik kan verberg nie.

(ii) Alle bas moet afgestroop word van timmerhout wat vir steiers gebruik word.

(iii) Waar nodig, moet planke en borde wat vir steiers gebruik word, teen splitsing beskerm word.

(iv) Die metaalgedeeltes van steiers moet sonder krake en vry wees van korrosie of ander defekte wat dit moontlik kan verswak.

(v) Spykers van gietyster mag nie gebruik word nie.

C. *Ondersoek en bewaring van materiaal*.—(i) Steiergedeeltes, met inbegrip van steiermasjinerie en toue en kables, moet deur 'n bevoegde persoon aan wie die werkgever minstens die loon en toelaes moet betaal soos in klousule 4 (1) (i) tot (iii) van Hoofstuk I voorgeskryf, by elke geleentheid ondersoek word voordat dit opgerig word en mag by geen geleentheid gebruik word nie tensy hulle in alle opsigte die hoedanighede besit wat vir hul doel vereis word.

CHAPTER VI SAFETY MEASURES

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

(1) *Concrete work*.—Every employer shall employ an employee at the scale of payment as laid down in clause 4 (1) (i) to (iii) of Chapter I to supervise the placing of concrete *in situ*.

(2) *Stonework*.—(a) An employer shall not permit masons' bankers to be less than 2 m apart. An employee shall be prohibited from blowing off dust with exhaust or other air during working hours.

(b) An employer shall not utilise in the Industry or in the area to which this Agreement relates gravestones or cemetery memorials or 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 that area, or in the absence of any such instruments in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.

(c) All squared and/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 the use of a spalling hammer only. When the employer's yard is situated at the quarry it must be a reasonably safe distance from the working face of the quarry.

(d) An employer shall ensure that the dunter machine shall not be worked in the shed where men are employed cutting stone, and that such machine shall not be worked within 27 m of any mason whilst cutting stone, unless other adequate protection is provided for employees working in the vicinity of the said dunter machine; nor shall an employee so operate such machine in breach hereof.

(e) Carborundum and diamond cutting machines shall not be worked unless adequate protection is provided for employees working in the vicinity of the said machines; nor shall any employee so operate such machines in breach hereof.

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

(4) *Scaffolding*.—An employer shall ensure that a scaffold shall be provided for workmen for all work that cannot safely be done from a ladder or by other means, that all scaffolding is properly constructed of suitable and sound material and that it is erected under the supervision of a competent person to whom the employer shall pay not less than the rate of pay and allowances as laid down in clause 4 (1) (i) to (iii) of Chapter I.

A. *Maintenance and alteration of scaffolds*.—An employer shall ensure that all scaffolding shall be maintained in a good and safe condition, and shall not be taken down or substantially altered except under the direction of a competent person to whom the employer shall pay not less than the rate of pay and allowances as laid down in clause 4 (1) (i) to (iii) of Chapter I.

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

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

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

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

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

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

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

(ii) Tou wat met sure of ander bystowwe in aanraking was of wat defek is, mag nie gebruik word nie.

(iii) Ongesikhte steiermateriaal moet weggedoen word en mag nie saam met materiaal wat vir steierwerk gebruik word, opgestapel word nie.

D. Lewering en gebruik van materiaal en instandhouding van steiers.—

(i) Voldoende materiaal moet verskaf en gebruik word vir die oprigting van steiers.

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

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

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

(a) vertikaal wees of effens oorleun na die gebou toe; en

(b) naby genoeg aan mekaar vasgemaak word ten einde te verseker dat die steier stewig is.

(ii) Die stewigheid van paalstaanders moet verseker word—

(a) deur die paal diep genoeg, volgens die aard van die grond, in te plant; of

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

(c) op 'n ander doeltreffende manier.

(iii) Waar twee steiers op die hoek van 'n gebou bymekaar kom, moet daar 'n paalstaander aan die buitekant van die steiers op die hoek van die gebou geplaas word.

(iv) (a) Steierbalke moet feitlik gelyk wees en stewig aan die staanders vasgemaak word deur middel van grendels, grypkloue, toue of op ander doeltreffende maniere.

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

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

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

(c) Kortelings wat aan die een punt deur 'n muur gestut word, moet aan daardie punt 'n gelyke stutoppervlak van minstens 100 mm diep hê.

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

(e) Die afstand tussen twee agtereenvolgende kortelings mag nie groter as 1,5 m wees nie en die planke moet minstens 38 mm dik wees.

(f) Die vereistes van subparagraaf (v) (e) van hierdie regulasie is nie van toepassing in die geval van platforms wat gebruik word om slegs ligte boumateriaal te dra nie, maar in die geval van sodanige platforms mag die afstand tussen die kortelings nie meer as 2 m wees nie.

(vi) Geen plank wat vir 'n platform gebruik word, mag dunner as 38 mm wees nie.

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

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

(a) moet sterk genoeg wees; en

(b) moet—

(1) of diep genoeg, volgens die aard van die grond, ingeplant word; of

(2) op onderplate of borde geplaas word sodat die twee staanders van elke leer gelyk op die voetstuk rus en moet by die onderpunte op so 'n manier vasgemaak word dat hulle nie kan gly nie.

(iii) Behalwe in die geval van skuiflere en lere wat nie teen voorwerpe gesteun hoef te word nie, mag geen leer gebruik word wat langer is as nege meter nie en geen leer mag met 'n ander leer verbind word om sy reikhoogte te verleng nie.

G. Stewigheid van paal-, saagpaal- en leersteiers.—(i) Elke steier moet op toereikende wyse en behoorlik verspan word.

(ii) Tensy dit 'n onafhanklike steier is, moet elke steier stewig en op geskikte vertikale en horisontale afstande aan die gebou vasgemaak word.

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

(iv) Al die strukture en toestelle wat gebruik word as stutte vir werkplatforms, moet stewig opgerig word, 'n vaste voetstuk hê en op geskikte wyse gestut en verspan word sodat hulle stewig staan.

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

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

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

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

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

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

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

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

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

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

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

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

(c) in any other sufficient way.

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

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

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

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

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

(c) Putlogs which have one end supported by a wall shall have at that end a plane supporting surface at least 100 mm deep.

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

(e) The distance between two consecutive putlogs shall not exceed 1,5 m with planks not less than 38 mm thick.

(f) The requirements of subparagraph (v) (e) of this regulation shall not apply in the case of platforms used for carrying light building materials only, but in the case of such platforms, the distance between the putlogs shall not exceed 2 m.

(vi) No plank used for a platform shall be less than 38 mm thick.

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

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

(a) shall be of adequate strength; and

(b) shall either—

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

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

(iii) Except in the case of extension ladders and ladders which do not require to be leaned against an object for support, no ladder shall be used which is longer than 9 metres and no ladder shall have its reach extended by the tying together of two or more ladders.

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

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

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

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

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

H. *Vrydraer- of kraanarmsteiers*.—(i) Vrydraer- of kraanarmsteiers moet—

- (a) stewig vasgemaak en aan die struktuur geanker word;
 - (b) kraanbalke hê wat lank en dik genoeg is om te verseker dat hulle solied en stewig is; en
 - (c) behoorlik verspan en gestut wees.
- (ii) Slegs soliede dele van die struktuur moet as stutte vir steierdele gebruik word.
- (iii) As werkplatforms rus op draers wat in die muur ingelaat is, moet die draers voldoende verspan word, moet hulle dwarsdeur die muur gaan en stewig aan die ander kant vasgemaak word.

I. *Dra-armsteiers*.—Geen figuur- of dra-armsteiers gestut of vasgehou deur grypkloue of penne wat in die muur ingedryf is, mag gebruik word nie tensy die arm sterk genoeg, van geskikte metaal gemaak en stewig in die muur geanker is.

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

- (ii) Kraanbalke moet—
 - (a) ontwerp word om 'n veiligheidsfaktor van minstens 4 te hê;
 - (b) reghoekig met die vlak van die gebou aangebring word;
 - (c) sorgvuldig gespasieer word om te pas by die kortelings of dekysters, maar moet hoogstens 3 m van mekaar af wees.
- (iii) Die kraanbalke moet so van die gebou af oorhang dat die platform so na doenlik aan die werkplek hang.
- (iv) (a) Die kraanbalke moet deur middel van boute of op 'n soortgelyke wyse stewig aan die gebou geanker word.
- (b) Ankerboutte moet behoorlik vasgeskroef word en moet die kraanbalke stewig aan die raamwerk van die struktuur vashou.
- (v) Geen teenstutte mag gebruik word om die kraanbalke van sodanige steiers vas te hou nie, tensy deur 'n inspekteur goedgekeur.
- (vi) Keerboute moet aan die punte van elke kraanbalk aangebring word.
- (vii) Die harpboute waarmee die kables aan die kraanbalke vasgemaak word, moet vertikaal bokant die middelpunte van die tolle van die windasse op die beweegbare platforms aangebring word. Die oog van die kabel moet in die middel van die gebuigde beuel van die harpbout geplaas word.
- (viii) Kortelings of dekysters moet gebruik word om die platforms te stut en moet op 'n geskikte manier vasgemaak word ten einde te voorkom dat hulle verskuif. Dekysters moet op 'n doeltreffende wyse vasgemaak word deur middel van spalkplate.
- (ix) Die kables of draadtoue wat vir hangdoeleindes gebruik word, moet—
 - (a) te alle tye 'n veiligheidsfaktor van minstens 10 hê, gebaseer op die maksimum wag wat die toue sal moet dra; en
 - (b) so lank wees dat die tou minstens nog twee maal om elke tol gedraai is wanneer die platform in die laagste posisie is.

(x) Steiermasjiene moet so gebou en geïnstalleer word dat die bewegele dele daarvan maklik bereik kan word vir inspeksie.

(xi) In elke geval waar daar afgewyk word van die manier waarop hangsteiers aangebring moet word, soos in hierdie Ooreenkoms voorgeskryf, moet die skriftelike toestemming van die Raad verkry word, en sodanige steiers moet, voordat werkmans toegelaat word om daarop te werk, geïnspekteer word deur die Raad of deur dié persoon of persone wat vir daardie doel aangestel is.

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

- (ii) Die kraanbalke moet lank genoeg wees en ontwerp wees met 'n veiligheidsfaktor van minstens 4.
- (iii) (a) Die binnepunte van die kraanbalke moet stewig vasgemaak word.
- (b) Die hangtoue moet 'n veiligheidsfaktor van minstens 10 hê.
- (iv) Die katrolblokke moet stewig aan die platform geheg word deur middel van sterk ysterhoepels wat behoorlik vasgemaak is en om die kante en onderkant van die platforms gaan, en hierdie hoepels moet voorsien word van oë in die yster waardeur die toue kan gaan tensy anders ontwerp tot tevredenheid van 'n inspekteur.
- (v) Hangsteiers waarop die werkers sit en werk, moet voorsien word van toestelle wat die platform minstens 300 mm van die muur af hou en wat keer dat die werkers nie hul knieë teen die muur stamp as die steier swaai nie.

L. *Ander hangsteiers*.—(i) 'n Hysbak, groot mandjie, bootsmanstoel of dergelyke uitrusting mag slegs in buitengewone omstandighede en onder die toesig van 'n bevoegde persoon as hangsteier gebruik word vir werk wat nie lank sal duur nie.

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

- (a) moet dit hang aan toue wat 'n veiligheidsfaktor van minstens 10 het, gebaseer op die totale wag, die dooie massa ingeluit; en
- (b) moet doeltreffende voorsorgmaatreëls getref word ten einde te voorkom dat die werkers uitval.

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

- (a) be securely fixed and anchored to the structure;
- (b) have outriggers of adequate length and cross-section to ensure their solidity and stability; and
- (c) be properly braced and supported.

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

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

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

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

(ii) Outriggers shall be—

- (a) designed to have a safety factor of not less than 4;
- (b) installed at right angles to the building face; and
- (c) carefully spaced to suit putlogs or deck irons but not to exceed 3 m centres.

(iii) The overhang of the outriggers from the building shall be such that the platform is fixed to hang as close as practicable to the working place.

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

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

(v) No counterpiece shall be used as a means of securing the outriggers of such scaffolds unless approved by an inspector.

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

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

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

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

- (a) have at all times a factor of safety of at least 10, based on the maximum load that the ropes may have to support; and
- (b) be of such length that at the lowest position of the platform there are at least two turns of rope on each drum.

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

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

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

(ii) The outriggers shall be designed to have a safety factor of not less than 4 and shall be of adequate length.

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

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

(iv) The pulley blocks shall be fastened to the platform by strong steel bands which shall be properly secured, shall be continued round the sides and bottom of the platforms, and shall have eyes in the iron to receive the ropes unless otherwise designed to the approval of an inspector.

(v) Suspended scaffolds on which the workers sit to work shall be provided with devices to keep the platform at a distance of at least 300 mm from the wall and to prevent the workers from knocking their knees against the wall if the scaffold swings.

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

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

- (a) it shall be supported by ropes having a safety factor of at least 10, based on the total load including the dead mass; and
- (b) adequate precautions shall be taken to prevent the workers from falling out.

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

(a) moet dit minstens 750 mm diep wees; en

(b) moet dit hang aan twee sterk ysterhoepels wat stewig vasgemaak is, rondom die kante en onderkant gaan en waarin die oë is waardeur die toue kan gaan.

M. Vervoer en berging van materiaal op steiers; verspreiding van die vrag.—(i) Wanneer swaar vragte op 'n steier verskuif of daarop geplaas word, moet die steier nie 'n skielike stamp toegedien word nie.

(ii) Die vrag op die steier moet sover doenlik gekonsentreer word en moet in elk geval so verdeel word dat 'n ernstige versteuring van die ewewig vermy word.

(iii) Solank 'n steier gebruik word, moet gedurig daarteen gewaak word dat dit nie oorlaai word nie en dat materiaal nie onnodig daarop gehou word nie.

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

(a) moet die gedeeltes van die steier sorgvuldig geïnspekteer en, indien nodig, op 'n doeltreffende wyse versterk word;

(b) moet daar voorkom word dat die kortelings enigsins beweeg; en

(c) moet die staanders, indien moontlik stewig met 'n soliede deel van die gebou verbind word op die plek waar die hysuitrusting opgerig word.

(ii) Wanneer die platform van die hysuitrusting nie in leibane beweeg nie of wanneer die vrag waarskynlik in aanraking met die steier sal kom wanneer dit gehys of neergelaat word, moet 'n vertikale skutting tot op die volle hoogte van die steier opgerig word ten einde te voorkom dat vragte aan die steier vashaak.

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

(i) voordat dit gebruik word, ondersoek word deur 'n bevoegde persoon aan wie die werkgewer minstens die loon en toelae moet betaal soos in klousule 4 (1) (i) tot (iii) van Hoofstuk I voorgeskryf, ten einde veral te verseker dat—

(a) dit in 'n stewige toestand is;

(b) die materiaal wat by die konstruksie daarvan gebruik is, in 'n goeie toestand is;

(c) dit toereikend is vir die doel waarvoor dit gebruik sal word;

(d) die nodige beskermstutte soos in hierdie Ooreenkoms voorgeskryf, op hul plek is; en dat

(ii) dit in 'n goeie toestand gehou word terwyl dit gebruik word.

P. Werkplatforms.—(i) Elke werkplatform wat hoër as 2 m bokant die grond of vloer is, moet dig toegemaak word met borde of planke.

(ii) (a) Die breedte van die platform moet minstens 912 mm wees en moet sodanig wees dat daar aan al kante 'n onversperde deurgang van minstens 456 mm is wat vry is van vaste versperrings en materiaal wat daarop geplaas is.

(b) Die breedte van die platform moet in geen geval minder wees nie as—

(aa) 456 mm as die platform slegs as 'n vastrapplek gebruik word en nie om materiaal daarop af te laai nie;

(ab) 912 mm as die platform gebruik word om materiaal daarop af te laai;

(ac) 1 100 mm as die platform gebruik word as stut vir 'n hoër platform: Met dien verstande dat die hoër platform hoogstens 600 mm breed is;

(ad) 1 400 mm as klip op sodanige platform afgewerk of ru gefatsoeneer word;

(ae) 1 500 mm as die platform gebruik word as stut vir 'n hoër platform en ook om klip daarop af te werk of ru te fatsoeneer.

(iii) Die maksimum breedte van 'n platform wat op kortelings rus, moet hoogstens 1 700 mm wees.

(iv) Elke werkplatform moet, as dit deel van 'n paal- of saagpaalsteier uitmaak, minstens 1 m onderkant die bopunt van die staanders wees.

(v) Borde of planke wat deel uitmaak van 'n werkplatform moet—

(a) met inagneming van die afstand tussen die kortelings, dik genoeg wees om voldoende veiligheid te bied en moet in geen geval dunner as 38 mm wees nie; en

(b) minstens 150 mm breed wees.

(vi) Borde of planke wat as stootstukke gebruik word, moet—

(a) breed genoeg wees sodat dit minstens 150 mm bokant die werkplatform uitsteek; en

(b) minstens 25 mm dik wees.

(vii) Geen bord of plank wat deel van 'n werkplatform uitmaak, mag meer as 230 mm oor die eindsteunpunt daarvan uitsteek nie.

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

(a) it shall be at least 750 mm deep; and

(b) it shall be carried by two strong iron bands which shall be securely fastened, shall be continued round the sides and bottom, and shall have eyes in the iron bands to receive the ropes.

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

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

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

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

(a) the parts of the scaffold shall be carefully inspected, and if need be, adequately strengthened;

(b) any movement of the putlogs shall be prevented; and

(c) if possible the uprights shall be rigidly connected to a solid part of the building at the place where the lifting gear is erected.

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

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

(i) shall before use be examined by a competent person to whom the employer shall pay not less than the rate of pay and allowances as laid down in clause (4) (1) (i) to (iii) of Chapter I to ensure more particularly—

(a) that it is in a stable condition;

(b) that the materials used in its construction are sound;

(c) that it is adequate for the purpose for which it is to be used;

(d) that the necessary safeguards as laid down in this Agreement are in position; and

(ii) shall during use be maintained in good condition.

P. Working platforms.—(i) Every working platform which is more than 2 m above the ground or floor shall be closely boarded or planked.

(ii) (a) The width of the platform shall be not less than 912 mm and shall be such that at every part there is not less than 456 mm clear passage free from fixed obstacles and deposited material.

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

(aa) 456 mm if the platform is used as a footing only and not for the deposit of any material;

(ab) 912 mm if the platform is used for the deposit of material;

(ac) 1 100 mm if the platform is used for the support of any higher platform. Provided that the higher platform does not exceed 600 mm in width;

(ad) 1 400 mm if the platform is one upon which stone is dressed or roughly shaped;

(ae) 1 500 mm if the platform is used for the support of any higher platform and is one upon which stone is dressed or roughly shaped.

(iii) The maximum width of a platform supported on putlogs shall not exceed 1 700 mm.

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

(v) Boards or planks which form part of a working platform shall—

(a) be of a thickness which is such as to afford adequate security having regard to the distance between the putlogs and which shall in no case be less than 38 mm; and

(b) be of a width of not less than 150 mm.

(vi) Boards or planks which are used as toe-boards shall—

(a) be of sufficient width so that they project above the working platform by not less than 150 mm; and

(b) be of a thickness of not less than 25 mm.

(vii) No board or plank which forms part of a working platform shall project beyond its end support to a distance of more than 230 mm.

(viii) Wanneer kruywaens op 'n steier of platform gebruik word, mag die borde of planke nie oormekaar lê nie tensy voorsorgmaatreëls, soos die verskaffing van afgeskuinste stukke, getref word om die beweging van die kruywaens te vergemaklik.

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

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

(xi) Waar moontlik, moet 'n platform minstens 684 mm anderkant die eindpunt van die muur van die struktuur uitsteek.

(xii) Elke gedeelte van 'n werkplatform of werkplek van waar 'n persoon meer as 2 000 mm kan val, moet voorsien word van—

(a) geskikte skutrelings van minstens 900 mm en hoogstens 1 100 mm hoog aan alle kante van die platform behalwe die kant wat na die struktuur wys;

(b) stootstukke aan alle kante van die platform behalwe die kant wat na die struktuur wys, en sodanige stootstukke moet minstens 150 mm hoër wees as die platform en, in die geval van hout, minstens 25 mm dik en moet so aangebring wees dat daar geen oop gedeeltes bestaan tussen die stootstuk en die platform nie.

(xiii) Skutrelings—behalwe skutrelings in verband met swaar hangsteiers—stootstukke en ander beskermstukke wat op 'n steierplatform gebruik word, moet in hul posisies gehou word: Met dien verstande dat hulle verwyder mag word vir dié tyd en in dié mate wat nodig is om die toegang van persone of die vervoer of verskuiwing van materiaal moontlik te maak.

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

(xv) Die platforms van hangsteiers moet aan alle kante van skutrelings en stootstukke voorsien word: Met dien verstande dat—

(a) in die geval van 'n ligte hangsteier, 'n skutreling minstens 750 mm hoog, aan alle kante van die platform aangebring moet word;

(b) die skutreling aan die muurkant nie verpligtend is as die werkers op die platform sit en werk nie, maar in so 'n geval moet die platform voorsien wees van kables, toue of kettings waaraan die werkers stewig kan vashou en wat die werker kan keer as hy gly.

(xvi) Die ruimte tussen die muur en die platform moet so klein moontlik wees, behalwe in die geval waar die werkmense op die platform sit terwyl hulle werk, en in dié geval mag die ruimte hoogstens 300 mm wees.

(xvii) Elke werkplatform van 'n swaar hangsteier moet gemaak wees slegs van timmerplanke van 230 mm by 38 mm en moet ooreenstem met klousule 1 (4) B (i), (ii) en (iii) van hierdie Hoofstuk. Hierdie planke moet parallel met die boulyn geplaas word op sodanige wyse dat die hele breedte van die dekysters dig toegemaak is en moet van sodanige lengte wees dat die plekke waar planke oormekaar val, op dekysters sal wees waaraan hulle vasgebout is met boute met 'n diameter van minstens 125 mm. Bogenoemde werkplatformplanke moet ook aan dekysters vasgebout wees aan die ente van swaar hangsteiers.

Q. Deurgange, loopplanke en trappe.—(i) Elke deurgang of loopplank waarvan 'n gedeelte meer as 2 m bokant die grond of vloer is, moet—

(a) dig toegemaak word met borde of planke; en

(b) minstens 456 mm breed wees.

(ii) Die grootste helling van 'n deurgang of loopplank moet hoogstens een vertikale tot een en 'n half van die horisontale lengte wees.

(iii) Wanneer die deurgang of loopplank gebruik word vir die vervoer van materiaal, moet daar gedurig 'n gang oopgehou word wat—

(a) breed genoeg is vir die vervoer van materiaal sonder dat dit nodig is om die skutrelings en stootstukke te verwyder; en

(b) in elke geval nie smaller as 684 mm is nie.

(iv) Al die planke van 'n deurgang of loopplank moet so vasgemaak en gestut word dat dit nie te veel of oneweredig deurbuig nie.

(v) Wanneer die skuinste sodanig is dat addisionele vastrapplek nodig is, en in elke geval waar die helling meer as 250 mm per 1 000 mm is, moet daar behoorlike trapplatte wees wat—

(a) op geskikte afstande van mekaar af aangebring is; en

(b) oor die volle breedte van die deurgang loop, behalwe dat hulle oor 'n breedte van 228 mm onderbreek mag word ten einde die beweging van kruywaens te vergemaklik.

(vi) Trappe moet oor die hele lengte daarvan voorsien wees van skutrelings.

(vii) Deurgange, loopplanke en trappe van waar 'n persoon meer as 2 m ver kan val, moet voorsien wees van—

(a) 'n geskikte skutreling minstens 900 mm en hoogstens 1 100 mm hoog bo die deurgang, loopplank of trap; en

(b) stootstukke wat hoog genoeg is om te voorkom dat materiaal en gereedskap van die deurgang, loopplank of trap af val, wat in geen geval minder as 150 mm hoog mag wees nie en wat so na moontlik aan die deurgang, loopplank of trap aangebring moet word.

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

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

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

(xi) Whenever possible a platform shall extend at least 684 mm beyond the end of the wall of the structure.

(xii) Every part of a working platform or working place from which a person is liable to fall a distance exceeding 2 000 mm shall be provided—

(a) with suitable 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;

(b) with toe-boards on all sides of the platform except the side facing the structure, and such toe-boards shall not be less than 150 mm high from the level of the platform and, in the case of wood, not less than 25 mm thick so affixed that no open space exists between the toe-boards and the platform.

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

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

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

(a) in the case of a light suspended scaffold, guard-rails, which shall be not less than 750 mm high, shall be provided on all sides of the platform;

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

(xvi) The space between the wall and the platform shall be as small as practicable possible except where workmen sit on the platform during their work, in which case it shall not exceed 300 mm.

(xvii) Every working platform of a heavy suspended scaffold shall be constructed of 230 mm by 38 mm timber planks only and shall comply with clause 1 (4) B (i), (ii) and (iii) of this Chapter. These planks shall be placed parallel to the building line in such a manner that the entire width of the deck irons is closely boarded over and shall be of such a length that plank overlaps shall be on deck irons to which they shall be bolted by means of bolts having a diameter of not less than 125 mm. The aforementioned working platform planks shall also be bolted to deck irons at the extremities of heavy suspended scaffolds.

Q. Gangways, runs and stairs.—(i) Every gangway or run, any part of which is more than 2 m above the ground or floor, shall be—

(a) closely boarded or planked; and

(b) at least 456 mm wide.

(ii) the maximum slope of any gangway or run shall not exceed one vertical to one and a half horizontal.

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

(a) is adequate in width for transport of materials without the removal of the guard-rails and toe-boards; and

(b) is in any case of a width of not less than 684 mm.

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

(v) When the slope renders additional foothold necessary, and in very case where the slope is more than 250 mm per 1 000 mm there shall be proper stepping laths which shall—

(a) be placed at suitable intervals; and

(b) be the full width of the gangway, except that they may be interrupted over a breadth of 228 mm to facilitate the movement of barrows.

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

(vii) Gangways, runs and stairs from which a person is liable to fall a distance exceeding 2 m shall be provided with—

(a) suitable guard-rails not less than 900 mm and not more than 1 100 mm high above the gangway, run or stair; and

(b) toe-boards which are of sufficient height to prevent the fall of material and tools from the gangway, run or stair and in no case less than 150 mm high, and which are as close as possible to the gangway, run or stair.

R. *Algemene bepalinge betreffende platforms, deurgange, loopplanke en trappe.*—(i) Elke platform, deurgang, loopplank of trap moet skoon gehou word van alle onnodige hindernisse, vuilgoed, ens.

(ii) Daar moet voorsorgmaatreëls getref word om te voorkom dat 'n platform, deurgang, loopplank of trap glibberig word.

(iii) Geen gedeelte van 'n werkplatform, deurgang of loopplank mag deur los bakstene, rioolpype, skoorsteentepotte of ander los of ongeskikte materiaal gestut word nie.

(iv) Geen werkplatform, deurgang of loopplank mag op 'n dakgeut, 'n balkon of 'n balkonleuning, 'n weerligafleier of ander ongeskikte gedeelte van 'n struktuur rus nie.

(v) Daar mag op geen werkplatform, deurgang of loopplank gewerk word nie tensy dit klaar opgerig is volgens die bepalinge van hierdie regulasies en die voorgeskrewe beskermings behoorlik aangebring is.

S. *Boksteiers.*—(i) Geen boksteiers mag gebruik word nie wat—

(a) uit meer as twee rye bestaan; of

(b) hoër as 3 m van die grond of vloer af is; of

(c) op 'n hangplatform opgerig is.

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

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

T. *Lere.*—(i) Stewig vasgemaakte lere wat gebruik word as verbindingsmiddel moet minstens 900 mm uitsteek bokant die hoogste punt wat bereik moet word deur enigiens wat sodanige leer gebruik; so nie, moet een van die staanders tot op daardie hoogte uitsteek sodat dit aan die bopunt as 'n handreling gebruik kan word.

(ii) Lere moet op 'n gelyk en stewige oppervlak staan en nie op los bakstene of ander los materiaal nie.

(iii) Elke leer moet—

(a) stewig vasgemaak word sodat dit nie van die boonste of die onderste ruspunt kan verskuif nie; of

(b) as die bopunt nie vasgemaak kan word nie, stewig aan die onderpunt vasgemaak word, of moet voorsien word van glyvrye voetstukke; of

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

(iv) Daar moet voorkom word dat lere te veel buig.

(v) Elke staander van 'n leer moet ewe vas en stewig staan.

(vi) Waar lere verskillende verdiepings met mekaar verbind—

(a) moet die lere nie in 'n reguit ry opgestel word nie; en

(b) moet 'n beskermende bordes met 'n opening wat so klein moontlik moet wees, op elke verdieping verskaf word.

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

(viii) Geen leer met 'n sport wat gestut word deur spykers, penne of iets dergelyks, mag gebruik word nie.

(ix) Houtlere moet gemaak wees—

(a) van staanders wat sterk genoeg is, waarvan die hout vry is van sigbare defekte en waarvan die draad van die hout oor die lengte daarvan strek; en

(b) met sporte waarvan die hout vry is van sigbare defekte en wat in die staanders ingelaat is deur middel van tapgate; geen sporte mag slegs vasgespyker wees nie.

U. *Omheining van openinge.*—(i) Alle openinge in vloere, luie en trappe van 'n gebou en alle oop kante van vloere of geboue waarin of waardeur 'n persoon kan val, moet voldoende met planke bedek word of beveilig of toegemaak word met geskikte skutrelings tot op 'n hoogte van minstens 1 100 mm vanaf die grond of die vloer. Met dien verstande dat sodanige planke of skutrelings verskuif of verwyder mag word vir dié tyd en in dié mate wat nodig is vir die beweging van persone en materiaal.

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

(iii) Die omheining van openinge mag nie verwyder word nie behalwe vir dié tyd en in dié mate wat nodig is om persone toegang daartoe te verleen of materiaal te vervoer of te verskuif, en daarna moet dit onmiddellik teruggeplaas word.

(iv) Wanneer werk gedoen word op of oor oop balke, moet die balke stewig met borde bedek word; so nie, moet ander doeltreffende maatreëls getref word om te voorkom dat persone val.

V. *Dakwerk.*—(i) Niemand mag werksaam wees op 'n dak wat, weens die helling daarvan, die aard van die oppervlak of die weersgesteldheid, die gevaar inhou dat persone kan val nie, tensy geskikte voorsorgmaatreëls getref is om te voorkom dat persone of materiaal val.

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

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

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

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

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

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

(a) is of more than two tiers; or

(b) exceeds a height of 3 m from the ground or floor; or

(c) is erected on a suspended scaffold.

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

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

T. *Ladders.*—(i) Properly secured ladders used as a means of communication shall rise at least 900 mm above the highest point to be reached by any person using the ladder or one of the uprights shall be continued to that height to serve as a hand-rail at the top.

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

(iii) Every ladder—

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

(b) if it cannot be secured at the top, shall be securely fastened at the base or equipped with non-skid devices; or

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

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

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

(vi) Where ladders connect different floors—

(a) the ladders shall be staggered; and

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

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

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

(ix) Wooden ladders shall be constructed with—

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

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

U. *Fencing of openings.*—(i) All openings in floors, hatchways and stairways and any open sides of floors or buildings through or from which persons are liable to fall shall be adequately boarded over or freed or enclosed with suitable rails or guards to a height of not less 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.

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

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

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

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

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

(iii) (aa) Wanneer ekstensiewe werk uitgevoer word op 'n dak met 'n helling van meer as 34 (2:3) of wat glibberig is, is die volgende bepalings, waar moontlik, van toepassing:

(1) Geskikte skutrelings moet verskaf word;

(2) 'n Geskikte werkplatform wat stewig gestut en minstens 456 mm breed is, moet verskaf word;

(3) geskikte, voldoende en behoorlik vasgemaakte lere, staan- of kruipplanke moet verskaf word.

(ab) Wanneer dit, na die mening van die Raad, onmoontlik is om die fasiliteite te verskaf wat in (aa) hiervan gespesifiseer word—

(1) moet veiligheids gordels met toue waarmee die draers daarvan hulle aan 'n soliede struktuur kan vasbind, aan die werkers verskaf en deur hulle gebruik word; en

(2) moet 'n tweede persoon verskaf word om die veiligheidstou stewig vas te hou indien dit nie moontlik is om dit aan 'n soliede struktuur vas te bind nie.

W. Diverse bepalings.—(i) Alle gedeeltes van die perseel waar 'n werkende of verbygaande persoon maklik getref kan word deur materiaal, gereedskap of ander artikels wat meer as 3 m val, moet op so 'n manier bedek word dat dit sodanige persone beskerm, tensy ander doeltreffende stappe gedoen is om te voorkom dat voorwerpe van sodanige hoogtes afval.

(ii) Steiermateriaal, gereedskap of ander voorwerpe mag nie afgegooi word nie maar moet behoorlik neergelaat word.

(iii) 'n Veilige toegang tot alle werkplatforms en ander werkplekke moet verskaf word.

(iv) Elke werkplek en ander plek waartoe 'n persoon toegang moet hê, en elke toegang daartoe moet op 'n doeltreffende wyse verlig word.

(v) Wanneer nodig, moet spesiale ligte aangebring word op alle gedeeltes van steiers en bouwerke waar materiaal opgehef word.

(vi) In alle gevalle waar geboue opgerig, herstel, verbou, in stand gehou of afgebreek word, moet al die nodige voorsorgmaatreëls getref word ten einde te voorkom dat die werkers in aanraking kom met 'n lewendige elektriese draad of uitrusting, met inbegrip van laagspanningsdrade en -uitrusting.

(vii) Spykers wat uitsteek, moet ingeslaan of verwyder word van alle materiaal wat vir die oprigting van steiers of stutwerk gebruik word.

(viii) Geen materiaal op die terrein moet so gepak of geplaas word dat dit gevaar vir engeen inhou nie.

(ix) Alle vertikale of horisontale onbedekte bewapeningstawe of ander bewapeningsmateriaal wat uitsteek en wat die veiligheid van die werknemers op 'n bouperseel in gevaar kan stel, moet met geskikte materiaal bedek word om beserings tot 'n minimum te beperk.

X. Algemene bepalings.—(i) Elke gedeelte van die struktuur, werkende dele, ankers en hegtostelle van elke hyskraan, kaapstander en windas en van alle ander hysmasjiene en -takel moet—

(a) meganies goed gebou wees van materiaal wat sterk genoeg, stewig genoeg en vry van defekte is;

(b) goed onderhou en in 'n goeie werkende toestand gehou word; en

(c) waar die konstruksie dit moontlik maak, minstens een maal elke week deur die drywer of 'n ander bevoegde persoon *in situ* ondersoek word.

(ii) Daar moet doeltreffende stappe gedoen word ten einde vas te stel wat die veilige werkrag van elke hystoestel is.

(iii) Die maksimum veilige werkrag moet duidelik gemerk word—

(a) op elke kaapstander, windas en katrolblok gebruik word om 'n vrag op te hys of neer te laat;

(b) op elke hyskraan.

(iv) In die geval van 'n kraan met 'n laai-arm moet die veilige werkrag duidelik op die verskillende afstande van die arm gemerk word.

(v) Geen gebruiker mag 'n hysmasjiene gebruik nie tensy dit behoorlik ondersoek en getoets is deur 'n bevoegde persoon voordat dit die eerste keer in gebruik geneem word en daarna moet dit minstens een keer elke 12 maande ondersoek word ten einde die veiligheid en veilige werking van elke werkende deel daarvan te verseker. Elkeen wat die ondersoek gedoen het, moet sy bevindings aanteken in 'n register wat vir die doel gehou word en dit onderteken.

(vi) 'n Hyskraan, kaapstander, windas of ander hystoestel of gedeelte van sodanige toestel mag nie swaarder as die veilige werkrag gelaai word nie, behalwe soos toegelaat in subparagraaf (vii) hieronder.

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

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

(1) Suitable guard-rails shall be provided;

(2) a suitable working platform securely supported and of a width of not less than 456 mm shall be provided.

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

(ab) Whenever it is impossible in the opinion of the Council to provide the facilities specified in (aa) hereof—

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

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

W. Miscellaneous provisions.—(i) Any part of the premises where any person at work or passing is liable to be struck by materials, tools, or other articles falling more than 3 m shall be covered in such a manner as to protect such persons, unless other effective steps are taken to prevent falls of objects from such heights.

(ii) Scaffold materials, tools, or other objects shall not be thrown down but shall be properly lowered.

(iii) Safe means of access shall be provided to all working platforms and other working places.

(iv) Every working place and other place to which access is required for any person and every means of approach thereto shall be efficiently lighted.

(v) When necessary, special lighting shall be provided at all parts of scaffold and structures where materials are hoisted.

(vi) During all construction, repair, alteration, maintenance or demolition of buildings, all necessary precautions shall be taken to prevent the workers from coming into contact with live electric wires or equipment, including low tension wires and equipment.

(vii) Protruding nails shall be knocked in or removed from all materials used in the construction of scaffolding or falsework.

(viii) No materials on the site shall be so stacked or placed as to cause danger to any person.

(ix) All vertical or horizontal exposed reinforcing bars or rods or other protruding steel reinforcing which may endanger the safety of persons on a construction site shall be sufficiently protected to minimize injury to persons.

X. General provisions.—(i) Every part of the structure, working gear and anchoring and fixing appliances of every crane, crab and winch and of all other hoisting machines and tackle shall—

(a) be of good mechanical construction, sound material and adequate strength and substance and free from defect;

(b) be kept in good repair and in good working order; and

(c) as far as the construction permits be examined in position at least once in every week by the driver or other competent person.

(ii) Adequate steps shall be taken to ascertain the safe working load of every hoisting appliance.

(iii) The maximum safe working load shall be plainly marked—

(a) upon every crab, winch and pulley block used in the hoisting or lowering of any load;

(b) upon every crane.

(iv) In the case of a crane fitted with a derricking jib, the safe working load at various radii of the jib shall be plainly marked upon it.

(v) No user shall use a lifting machine unless it is thoroughly examined and tested by a competent person before putting it in use for the first time and at least once in every period of 12 months thereafter with a view to establishing the soundness of all working parts thereof and who shall enter and sign the results of each such inspection or test in a register kept for the purpose.

(vi) A crane, crab, winch or any other hoisting appliance or any part of such appliance shall not, except as permitted in subparagraph (vii) below, be loaded beyond the safe working load.

(vii) Ten einde 'n hyskraan of ander hystoestel of -uitrusting te toets, mag die veilige werkvrug oorskray word met soveel as wat goedgekeur word deur die bevoegde persoon wat aangestel is om die toetse uit te voer.

(viii) Wanneer daar hyswerk verrig word, moet doeltreffende voorsorgmaatreëls getref word ten einde te voorkom dat persone onder die vrug staan of deurloop.

(ix) Geen vrug mag hangende aan 'n hystoestel gelaat word nie tensy daar 'n bevoegde persoon is wat werklik in beheer is terwyl die vrug aldus hang.

(x) Niemand onder die leeftyd van 18 jaar mag beheer oor 'n hystoestel, met inbegrip van 'n steier en windas, hê of seine aan die bediener gee nie.

(xi) Onder gewone werktoustande moet daar slegs een persoon aangestel word as die persoon wat verantwoordelik is om alle seine aan die drywer van 'n hyskraan te gee.

(xii) Wanneer hys- of neerlaatwerk verrig word deur middel van 'n kraan en die kraandrywer of persoon wat die kraan bedien nie die vrug in al sy posisies kan sien nie, moet een of meer uitkyk- of seinmense so geplaas word dat hulle altyd die vrug kan sien solank dit beweeg en die nodige seine aan die hyskraandrywer of hyskraanbediener kan gee.

(xiii) (aa) Daar moet vir elke beweging wat uitgevoer moet word, 'n bepaalde sein wees wat van so 'n aard is dat die persoon aan wie dit gegee word, dit maklik kan hoor of sien.

(ab) Waar 'n klank-, kleur- of ligsein gebruik word, moet dit deur middel van 'n doeltreffende toestel gegee word.

(ac) Alle seindrade moet op 'n doeltreffende wyse beskerm word teen toevallige steuring.

(xiv) Motore, ratte, transmissiestelsels, elektriese drade en ander gevaarlike dele van hystoestelle moet voorsien word van doeltreffende beskermingskutte wat nie verwyder mag word terwyl die masjien of apparaat in gebruik is nie. As die beskermingskutte verwyder moet word, moet hulle so gou moontlik teruggeplaas word deur die persoon wat hulle verwyder het, en in elk geval voordat die masjiene en apparaat weer vir gewone werk gebruik word.

(xv) Die drywer van elke kraan of soortgelyke hystoestel moet voorsien word van 'n veilige en toegemaakte staanplek of kajuit.

(xvi) (aa) Waar dit redelikerwys moontlik is, moet die drywer se kajuit op elke hyskraan of ander hystoestel volledig opgerig word of moet daar doeltreffende voorsiening gemaak word vir die beskerming van die drywer teen wind en weer voordat die kraan of ander hystoestel in algemene gebruik geneem word.

(ab) Gedurende koue weer moet die kajuit van elke kragaangedrewe kraan of ander hystoestel wat gebruik word, op 'n doeltreffende en geskikte wyse verhit word.

Y. Windasse, kaapstanders en katrolle.—(i) Elke gedeelte van die raamwerk van elke kaapstander of windas, met inbegrip van die draers, moet van metaal gemaak wees.

(ii) Wanneer draadtoue gebruik word, moet die diameter van die katrolle of tolle minstens 400 maal die diameter wees van die drade in die tou, uitgesonderd die kern van die tou.

(iii) Wanneer wentolle gegroef is—

(aa) moet die radius van die groewe ongeveer dieselfde, maar nie kleiner nie, wees as die radius van die tou; en

(ab) moet die steek van die groewe minstens die diameter van die tou wees.

(iv) Wentolle moet voorsien word van flense wat keer dat die tou van die tol afgly.

(v) Elke kraan, kaapstander en windas moet voorsien wees van 'n doeltreffende rem of remme en van alle ander veiligheidsreëls wat nodig is om te voorkom dat die vrug val terwyl dit hang.

(vi) Die beheerhefboom op elke kaapstander of windas moet voorsien wees van 'n geskikte sluittoestel.

(vii) Op stoomaangedrewe hysmotore moet die hefboom wat die skakelbeweging van die trurat beheer, voorsien wees van 'n geskikte veerslot.

Z. Hang- en hegstukke.—(i) Alle kables of toue wat op hystoestelle gebruik word vir die hys of neerlaat van materiaal, moet lank genoeg wees om in elke werkposisie van die toestel minstens twee draaie om die tol te laat.

(ii) Geen tou mag oor 'n gegroefde tol of katrol gebruik word nie indien die diameter daarvan groter is as die steek van die tolgroewe of die breedte van die katrolgroef.

(iii) Draadtoue moet 'n veiligheidsfaktor van minstens ses hê wanneer dit die maksimum vrug dra. Wanneer die afmetings van draadtoue bereken word, moet dit gedoen word asof die toue slegs onder trekspanning is.

(iv) Geen ketting of draadtou waarin daar 'n knoop is, mag vir die hys of neerlaat van 'n vrug gebruik word nie.

(v) Elke hys- of laaitou of -ketting moet stewig vasgemaak word aan die tol van die hyskraan, kaapstander of windas wat gebruik word.

(vi) Elke tydelike hegstuk of las van 'n tou, ketting of ander toestel wat gebruik word vir die oprigting of afbreek van 'n kraan, moet doeltreffend en veilig wees.

(vii) For the purpose of making tests of a crane or other hoisting appliance or gear the safe working load may be exceeded by such amount as the competent person appointed to carry out the tests may authorise.

(viii) During hoisting operations, effective precautions shall be taken to prevent any person from standing or passing under the load.

(ix) No load shall be left suspended from a hoisting appliance unless there is a competent person actually in charge while the load is so suspended.

(x) No person under 18 years of age shall be in control of any hoisting machine, including any scaffold and winch, or give signals to operator.

(xi) Under normal working conditions one person only shall be appointed as being responsible for giving of all signals to the crane driver.

(xii) When any hoisting or lowering is performed by means of a crane and the crane driver or person operating the crane is unable to see the load in all its positions, one or more lookout or signal men shall be stationed so as to see the load throughout its travel and give the necessary signals to the crane driver or person operating the crane.

(xiii) (aa) For each operation to be performed there shall be a distinctive signal of such a character that the person to whom it is given shall be able to hear or see it easily.

(ab) Where a sound, colour of light signal is used, it shall be made by an efficient device.

(ac) Every signal wire shall be adequately protected from accidental interference.

(xiv) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards which shall not be removed while the machine or apparatus is in use. If the safeguards have to be removed, they shall be replaced as soon as possible by the persons removing them and in any case before the machines and apparatus are again taken into normal service.

(xv) The driver of every crane or similar hoisting appliance shall be provided with a safe and covered stand, cab or cabin.

(xvi) (aa) Where reasonably practicable the driver's cab on every crane or other hoisting machine shall, before the crane or other hoisting machine is put into general use, be completely erected or adequate provision made for the protection of the driver from the weather.

(ab) During cold weather the cabin of every power-driven crane or other hoisting appliance in use shall be adequately heated by suitable means.

Y. Winches, crabs and pulleys.—(i) Every part of the framework of every crab or winch, including the bearers, shall be of metal.

(ii) When wire ropes are used, the diameter of the pulleys or drums shall not be less than 400 times the diameter of the wires in the rope, excluding the core of the rope.

(iii) When winch drums are grooved—

(aa) the radius of the grooves shall be approximately the same as, but not less than, the radius of the rope; and

(ab) the pitch of the grooves shall not be less than the diameter of the rope.

(iv) Winch drums shall be provided with flanges that prevent the rope from slipping off the drum.

(v) Every crane, crab and winch shall be provided with an efficient brake or brakes and with any other safety device required to prevent the fall of the load when suspended.

(vi) On every crab or winch the control lever shall be provided with a suitable locking device.

(vii) On steam-driven lifting engines the lever controlling the link motion reversing gear shall be provided with a suitable spring-lock arrangement.

Z. Suspension and attachment.—(i) All cables or ropes used on hoisting appliances for raising or lowering materials shall be long enough to leave at least two turns on the drum at every operation position of the appliance.

(ii) No rope shall be used over a groove drum or pulley if its diameter exceeds the pitch of the drum grooves or the width of the pulley groove.

(iii) Wire ropes shall be such as to have a factor of safety of at least six under the maximum load. In calculating the dimensions of wire ropes the ropes shall be assumed to be under tensile stress only.

(iv) No chain or wire rope which has a knot tied in it shall be used for raising or lowering any load.

(v) Every hoisting or derricking rope or chain shall be securely fastened to the barrel of the crane, crab or winch with which it is used.

(vi) Every temporary attachment or connection of a rope, chain or other appliance used in the erection or dismantling of a crane shall be adequate and secure.

(vii) Elke tou wat gebruik word vir hys- of neerlaatwerk of om iets daaraan te laat hang, moet van 'n geskikte gehalte, sterk genoeg en in 'n goeie toestand wees.

(viii) Elke ketting, ring, haak, harp, draaiskakel en katrolblok wat gebruik word vir hys- of neerlaatwerk of om iets daaraan te laat hang, moet vooraf getoets word, en die veilige werkvrag en 'n identifikasiemerk moet in duidelike syfers en letters daarop aangebring word.

(ix) Geen uitrusting wat gebruik word as 'n hegstuk of om iets daaraan te laat hang, mag swaarder as met die veilige werkvrag gelaai word nie, behalwe wanneer dit getoets word.

(x) Elke ketting, ring, haak, harp en draaiskakel wat gebruik word vir hys- of neerlaatwerk of om iets daaraan te laat hang, en wat deur middel van sweiswerk verleng, verander of herstel is, moet op 'n doeltreffende wyse getoets en ondersoek word voordat dit weer in gebruik geneem word.

(xi) Elke haak wat vir hys- of neerlaatwerk gebruik word, moet—

(aa) van 'n doeltreffende knip voorsien word ten einde te voorkom dat die strop of vrag van die haak afgly; of

(ab) van so 'n fatsoen wees dat die gevaar daaraan verbonde dat dit kan afgly, tot 'n minimum beperk word.

(xii) Dié gedeeltes van hake wat maklik met toue of kettings in aanraking kan kom wanneer vragte gehys of neergelaat word, moet rond wees.

(xiii) Waar dubbele of meervoudige stroppe vir hys- of neerlaattoel-eindes gebruik word, moet die bopunte van die stroppe aan mekaar geheg word deur middel van 'n harp of ring en mag dit nie afsonderlik in die hysbak geplaas word nie; hierdie vereiste is nie van toepassing wanneer die totale vrag wat gehys word minder is as die helfte van die veilige werkvrag van die haak nie.

(xiv) Wanneer lywige voorwerpe gehys of neergelaat word, moet die maksimum veilige vrag van die stroppe bepaal word deur nie alleen hul sterkte in aanmerking te neem nie maar ook die hoek van die bene.

(xv) Die skerp kante van 'n vrag mag nie met stroppe, toue of kettings in aanraking kom nie.

(xvi) Alle kettings, toue, stroppe en ander uitrusting wat vir hys-, neerlaaf- of hangwerk gebruik word, moet periodiek deur 'n bevoegde persoon ondersoek word, en hierdie persoon se bevinding moet ingeskryf word op 'n sertifikaat of in 'n spesiale register, naamlik in 'n logboek wat toeganklik is vir ondersoek deur die Raad of sy benoemde.

AA. *Hyskranes*.—(i) Die platform van elke kraan moet gebou word van defekvrye materiaal en die konstruksie daarvan moet meganies goed wees met die oog op die hoogte en posisie daarvan en op die hys- en reikvermoë van die hyskraan.

(ii) Die platform van elke kraan moet—

(aa) planke of plate hê wat dig teen mekaar is;

(ab) op 'n veilige manier omhein word ooreenkomstig hierdie regulasies;

(ac) voorsien wees van 'n veilige toegang; en

(ad) groot genoeg wees—

(1) vir die drywer of bediener en seinman, in alle gevalle; en

(2) in die geval van 'n ankertou-galgkraan, ook vir die bediener van die swaaimeganisme.

(iii) (aa) Elke hegkraan moet of stewig geanker of op 'n doeltreffende wyse met geskikte ballas vasgepak word sodat dit stewig staan en nie wikkels nie.

(ab) Wanneer 'n kraan met ballas vasgepak word, moet 'n diagram wat die posisie en grootte van die teenstukke toon, in die drywer se kajuit opgeplak word.

(ac) Elke loopkraan moet voorsien wees van 'n toestel om dit aan die kraanspore te anker.

(iv) Op elke platform, stellasië of ander plek waarop 'n kraan beweeg, moet daar so ver doenlik op elke posisie van die kraan 'n onversperde deurgang met 'n breedte van minstens 600 mm wees tussen die bewegende dele van die kraan en die vaste dele of rand van die platform, stellasië of plek.

(v) As dit te eniger tyd ondoenlik is om 'n deurgang met 'n breedte van minstens 600 mm op enige plek of punt te verskaf, moet alle redelike stappe gedoen word om te voorkom dat enigeen op so 'n tydstop toegang tot so 'n plek of punt verkry.

(vi) Alle spore waarop 'n loopkraan beweeg, moet van 'n geskikte deursnee wees en 'n gelyk loopoppervlak hê.

(vii) Onderstaande vereistes is van toepassing op elke spoor van 'n loopkraan, afgesien daarvan of dit op die grond rus of bokant die grond is:

(a) Die hele spoor moet behoorlik aangelê wees;

(b) al die stutte moet sterk genoeg wees en in 'n goeie toestand gehou word; en

(c) die eindpunte van die spoor moet voorsien wees van stootstukke of buffers.

(vii) Every rope used in hoisting or lowering or as a means of suspension shall be of suitable quality and adequate strength and in good condition.

(viii) Every chain, ring, hook, shackle, swivel and pulley block used for hoisting or lowering or as a means of suspension shall have been tested and be marked in plain figures and letters with the safe working load and identification mark.

(ix) No gear used for attachment or as a means of suspension shall be loaded beyond its safe working load, except for the purposes of making tests.

(x) Every chain, ring, hook, shackle and swivel used in hoisting or lowering or as a means of suspension which has been lengthened, altered or repaired by welding shall be adequately tested and examined before being again taken into use.

(xi) Every hook used for hoisting or lowering shall either—

(aa) be provided with an efficient catch to prevent the displacement of the sling or load from the hook; or

(ab) be of such shape as to reduce as far as possible the risk of such displacement.

(xii) The parts of hooks liable to come into contact with ropes or chains during the raising or lowering of loads shall be rounded.

(xiii) Where double or multiple slings are used for hoisting or lowering purposes the upper ends of the sling shall be connected by means of a shackle or ring and not be put separately into a lifting hook; this requirement shall not apply when the total load lifted is less than half of the safe working load of the hook.

(xiv) When bulky objects are being raised or lowered, the maximum safe load of slings shall be determined with reference, not only to their strength, but also to the angle of the legs.

(xv) Sharp edges of a load shall not be in contact with slings, ropes or chains.

(xvi) All chains, ropes, slings and other gear used for hoisting or lowering or as a means of suspension shall be periodically examined by a competent person and this person's findings shall be entered on a certificate or in a special register, which shall be in a log book accessible for scrutiny by the Council or its appointee.

AA. *Cranes*.—(i) The stage for every crane shall be built of sound material and be of good mechanical construction having regard to its height and position and to the lifting and reaching capacity of the crane.

(ii) The platform of every crane shall—

(aa) be close-planked or plated;

(ab) be securely fenced according to these regulations;

(ac) be provided with a safe means of access; and

(ad) be of sufficient area—

(1) in all cases, for the driver or operator and signalmen; and

(2) in the case of a guy derrick crane also for the operator of the slewing mechanism.

(iii) (aa) Every crane shall either be securely anchored or be adequately weighted by suitable ballast firmly secured to ensure stability.

(ab) When a crane is weighted by ballast a diagram showing the position and size of the counterweights shall be posted up in the driver's cab.

(ac) Every travelling crane shall be provided with a device for anchoring it to the rails of the cranetrack.

(iv) On every stage, gantry or other place on which a crane moves there shall, in so far as practicable, be maintained at every position of the crane an unobstructed passageway of a width of at least 600 mm between the moving parts of the crane and the fixed parts or edge of such stage, gantry or place.

(v) If at any time it is impracticable to maintain a passageway of a width of at least 600 mm at any place of point, all reasonable steps shall be taken to prevent the access of any person to such place or point at such time.

(vi) All rails on which a travelling crane moves shall be of adequate section and have an even running surface.

(vii) The following requirements shall apply to every track of a travelling crane, whether resting on the ground or raised above the ground:

(a) The whole track shall be properly laid;

(b) all the supports shall be of sufficient strength and be maintained in good condition; and

(c) the ends of the track shall be provided with shoes or buffers.

(viii) Alle spore waarop 'n loopkraan beweeg, moet, tensy ander doeltreffende maatreëls getref is om te verseker dat hulle op 'n behoorlike wyse gelas is en wel op so 'n manier dat die breedte van die spore nie weselik verander word nie—

(a) deur middel van spalkplate of dubbele spoorstoelplate gelas word; en

(b) behoorlik aan die dwarslêers vasgemaak wees.

(ix) Die spore en draaiskyf van elke loopkraan moet met die grootste sorgvuldigheid en in ooreenstemming met gesonde tegniese beginsels aangelê word.

AB. *Galgkranes*.—(i) Daar moet op elke galgkraan duidelik aangetoon word tot op watter lengte die kraanarm gebruik mag word.

(ii) Wanneer die radius van die kraanarm op sy langste is, moet daar minstens nog drie draaie tou om die laaitol wees.

(iii) Die kraanarm van 'n Skotse galgkraan mag nie tussen die agterste ankers van die kraan opgerig word nie.

(iv) Elke kraan wat 'n kraanarm het, moet voorsien wees van 'n doeltreffende grendelreëling tussen die laaikoppelaar en die pal wat die laaitol vashou, behalwe waar—

(a) die hystol en die laaitol afsonderlik aangedryf word; of

(b) die meganisme wat die laaitol aandryf, selfsluitend is.

(v) Waar die ankertoue van 'n ankertou-galgkraan nie op punte wat naasteby ewe ver van mekaar af is, vasgemaak kan word nie, moet ander maatreëls getref word wat die veiligheid van die kraan sal verseker.

(vi) Al die toestelle wat vir die ankering van 'n kraan gebruik word, moet telkens voordat die kraan opgerig word, ondersoek word.

(vii) 'n Bevoegde persoon moet toesig hou oor die oprigting van hyskranes.

(viii) Die verankering van elke kraan moet elke maal nadat dit op 'n bousterrein opgerig is en voordat dit gebruik word, *in situ* deur 'n bevoegde persoon getoets word.

(ix) Die verankering van kranes moet getoets word deur elke anker te onderwerp aan die maksimum hys- of trekkrag wat uitgeoefen word deur—

(a) of 'n vrag wat 25 persent swaarder as die maksimum vrag is wat opgelig moet word deur die kraan soos dit opgerig is;

(b) of 'n kleiner vrag wat so geringsaam is dat dit die anker aan 'n ekwivalente trekkrag onderwerp.

(x) Wanneer die trekkrag waaraan 'n anker onderwerp word wanneer dit getoets word, minder as 25 persent meer is as die trekkrag wat deur die maksimum veilige werkvrage uitgeoefen sal word, moet 'n laaidiagram wat pas by die verankering van die kraan aangebring word op 'n plek waar die hyskraandrywer dit maklik kan sien.

AC. *Automatiese veiligheidsvragwyser*.—(i) Geen armkraan, afgesien daarvan dat 'n vaste arm of 'n laaiarm het, mag gebruik word tensy dit toegerus is met 'n outomatiese wyser wat—

(a) duidelik aan die drywer of bediener van die kraan toon wanneer die vrag wat beweeg word, op 'n helling van die arm naby is aan die veilige werkvrage van die kraan; en

(b) 'n doeltreffende klanksein laat hoor wanneer die vrag wat beweeg word, op 'n helling van die arm swaarder is as die veilige werkvrage van die kraan.

(ii) Die voorgaande paragraaf is nie van toepassing nie op—

(a) 'n ankertou-galgkraan;

(b) 'n handkraan wat uitsluitlik gebruik word om 'n ander kraan op te rig of af te breek; of

(c) 'n kraan met 'n maksimum veilige werkkrage van 900 kg of minder; maar in al sodanige gevalle moet 'n tabel wat die veilige werkvrage op die verskillende lengtes van die kraanarm aantoon, aan die hyskraan geheg gehou word.

AD. *Verskillende reëls betreffende kraanwerk*.—(i) (a) 'n Kraan mag nie op 'n ander manier as vir die regstreekse hys of neerlaat van 'n vrag gebruik word tensy die stabiliteit daarvan nie daardeur in gevaar gestel word nie.

(b) Geen vrag wat in die hoek tussen die agterste ankers van 'n Skotse galgkraan lê, mag deur daardie kraan beweeg word nie.

(ii) Waar meer as een kraan of windas nodig is vir dieselfde hys- of neerlaatwerk—

(a) moet die masjinerie, uitrusting en toestelle wat gebruik word, so geringsaam as aangebring word dat sodanige kraan of windas nooit swaarder as met die veilige werkvrage daarvan gelaai of ontstewig word wanneer die vrag gehys of neergelaai word nie; en

(b) moet 'n persoon spesiaal aangestel word om die werk van die toestelle wat saam werk, te koördineer.

(iii) Wanneer die mening bestaan dat 'n vrag na aan die maksimum veilige werkvrage is, moet 'n toets uitgevoer word deur die vrag 'n klein entjie te hys ten einde te verseker dat die hystoestelle dit met veiligheid kan dra.

(viii) All rails on which a travelling crane moves shall, unless other adequate steps are taken to ensure the proper junction of, and to prevent any material alteration in the gauge of the rails—

(a) be joined by fish-plates or double chairs; and

(b) be securely fastened to sleepers.

(ix) The track and turntable of every travelling crane shall be installed with the greatest care and in conformity with sound technical principles.

AB. *Derrick cranes*.—(i) The maximum radius at which the jib may be worked shall be clearly indicated on every derrick crane.

(ii) When the jib is at the maximum radius there shall not be less than three dead turns of rope on the derricking drum.

(iii) The jib of a Scotch derrick crane shall not be erected between the back stays of the crane.

(iv) Every crane having a derricking jib shall be provided with an effective interlocking arrangement between the derricking clutch and the pawl sustaining the derricking drum, except where—

(a) the hoisting drum and the derricking drum are independently driven; or

(b) the mechanism driving the derricking drum is self-locking.

(v) Where the guys of a guide derrick crane cannot be fixed at approximately equal spacing, such other measures shall be taken as will ensure the safety of the crane.

(vi) The whole of the appliances for the anchorage of a crane shall be examined on each occasion before the crane is erected.

(vii) The erection of cranes shall be supervised by a competent person.

(viii) Each crane shall after each erection on a building site and before being used be tested *in situ* for anchorage, by a competent person.

(ix) Cranes shall be tested for anchorage by the imposition on each anchorage of the maximum uplift of pull exerted either—

(a) by a load of 25 per cent above the maximum load to be lifted by the crane as erected; or

(b) by a lesser load arranged to exert an equivalent pull on the anchorage.

(x) If the pull applied by the test to any anchorage is less than 25 per cent in excess of the pull which would be exerted by the maximum safe working load, a loading diagram appropriate to the crane anchorage shall be affixed in a position where it can readily be seen by the crane driver.

AC. *Automatic safe load indicator*.—(i) No jib crane, whether having a fixed jib or a derricking jib, shall be used unless it is fitted with an automatic indicator which—

(a) indicates clearly to the driver or person operating the crane when the load being moved approaches the safe working load of the crane at any inclination of the jib; and

(b) gives an efficient sound signal when the load being moved is in excess of the safe working load of the crane at any inclination of the jib.

(ii) The preceding paragraph does not apply to—

(a) any guy derrick crane;

(b) any hand crane which is being used solely for erecting or dismantling another crane; or

(c) any crane having a maximum safe work load of 900 kg or less;

but in all such cases a table showing the safe working loads at various radii of the jib shall be kept attached to the crane.

AD. *Various rules concerning crane operations*.—(i) (a) A crane shall not be used otherwise than for direct lifting or lowering of a load unless its stability is not thereby endangered.

(b) No load which lies in the angle between the back stays of a Scotch derrick crane shall be moved by that crane.

(ii) Where more than one crane or winch is required to lift or lower one load—

(a) the machinery, plant and appliance used shall be so arranged and fixed that no such crane or winch shall at any time be loaded beyond its safe working load or be rendered unstable in the hoisting or lowering of the load; and

(b) a person shall be specially appointed to co-ordinate the operation of the appliances working together.

(iii) When a load is thought to approach the maximum safe working load a trial shall be made by raising the load a short distance to ensure that the hoisting appliances can carry it safely.

AE. *Hysers*.—(i) Hysers (d.w.s. hystoestelle wat voorsien is van 'n hok of platform wat op leibane loop) wat gebruik word om materiaal te hys of neer te laat, moet aan die vereistes van hierdie regulasie voldoen.

(ii) (a) Hyserskagte moet soliede mure hê of op 'n ander doeltreffende wyse omhein word—

(1) aan alle kante op die grondvlak; en

(2) aan alle kante op alle ander vlakke waar toegang daartoe verleen word.

(b) Die mure van hyskagte, uitgesonderd die toegangsweë, moet minstens 2 m uitsteek bokant die vloer, platform of ander plek waar toegang daartoe verleen word.

(iii) Toegangsweë tot hystoestelle moet voorsien wees van soliede roosters of ander omheining wat net so doeltreffend is en wat—

(a) minstens 1 m hoog is; en

(b) outomaties sluit wanneer die hysplatform die bordes verlaat.

(iv) Die toegangsweë tot hystoestelle moet op 'n doeltreffende wyse verlig word.

(v) die leibane van hysplatforms moet genoeg weerstand bied teen buiging en in die geval waar dit deur 'n veiligheidsknip gekeer word, teen kromtrekking.

(vi) Die platform moet so gebou word dat vervoer daarop veilig is.

(vii) Op platforms vir die vervoer van trokke moet die trokke op 'n doeltreffende wyse in 'n veilige posisie op die platform geblok word.

(viii) Teenstukke wat bestaan uit 'n versameling van verskillende stukke, moet gemaak word van spesiaal vervaardigde dele wat stewig aan mekaar verbind is.

(ix) Die teenstuk moet in leibane loop.

(x) As twee of meer draadtoue gebruik word, moet die vrag eweredig tussen hulle verdeel word.

(xi) Elke hangtouw moet uit een stuk bestaan.

(xii) Die punte van die toue moet aan die platform vasgemaak word deur middel van splitlaste wat stewig met staaldraad vasgebund is of deur dit te verseël of vas te klamp met behulp van touklampe; waar moontlik, moet oorginge gebruik word.

(xiii) Die verankerings van die toue van hangtoue moet doeltreffend en stewig wees.

(xiv) Towe moet lank genoeg wees om minstens twee draaie om die tol te laat wanneer die hok of platform in sy laagste posisie is, en die diameter van sodanige toue moet sodanig wees dat dit 'n veiligheidsfaktor van minstens agt het wanneer die maksimum vrag gedra word.

(xv) Wanneer draadtoue gebruik word, moet die diameter van die katrol of toue minstens 400 maal die diameter van die draad in die tou wees.

(xvi) Wanneer wentolle gegroef is—

(a) moet die radius van die groewe naasteby dieselfde, maar nie kleiner nie, wees as die radius van die tou; en

(b) moet die steek van die groewe nie kleiner as die diameter van die tou wees nie.

(xvii) Wentolle moet voorsien wees van flense wat keer dat die tou nie van die tol afgly nie.

(xviii) Dit moet nie moontlik wees om die bewegingsrigting van die hystoestel te verander sonder om dit eers tot stilstand te bring nie.

(xix) Dit moet nie moontlik wees om die hystoestel van die platform af in beweging te bring nie.

(xx) Palle en sperrate waarmee die palle eers ontkoppel moet word voordat die platform neergelaat word, mag nie gebruik word nie.

(xxi) Waar die persoon wat 'n hystoestel dryf nie elke posisie van die platform duidelik kan sien nie, moet daar reëlins getref word dat 'n verantwoordelike persoon wat die platform in elke posisie kan sien, doeltreffende tekens aan die hysbediener gee.

(xxii) (a) Wanneer die platform stilstaan, moet die rem outomaties in werking kom.

(b) Wanneer op- en aflaaierwerk verrig word, moet die platform geblok word deur knippe of ander toestelle benewens die rem.

(xxiii) Hysers moet voorsien word van toestelle wat die wenmotor tot stilstand bring sodra die platform die hoogste stopplek bereik het.

(xxiv) Bokant die hoogste stopplek moet daar genoeg plek vir die onversperde beweging van die hok of platform wees ingeval dit te ver opgedraai word.

(xxv) Geen hystoestel mag gebruik word nie, tensy dit deur 'n bevoegde persoon getoets en ondersoek is voordat dit in werking gestel is, en dit moet daarna met tussenpose van minstens drie maande getoets en ondersoek word.

(xxvi) (a) Bostaande bepaling is van toepassing slegs op hysers wat vir die hys of neerlaat van materiaal gebruik word.

(b) Geen hysers mag vir die vervoer van persone gebruik word nie tensy—

(1) 'n bevoegde owerheid magtiging vir sodanige gebruik verleen het; of

AE. *Hoists*.—(i) Hoists (i.e. lifting appliances provided with a cage or platform that runs in guides) used for raising and lowering materials shall satisfy the requirements of this regulation.

(ii) (a) Hoist shafts shall be provided with solid walls or other equally effective fencing—

(1) at the ground level on all sides; and

(2) at all other levels on all sides to which access is provided.

(b) The walls of hoist shafts, except at approaches, shall extend at least 2 m above the floor, platform or other place to which access is provided.

(iii) Approaches to hoists shall be provided with solid grates or other equally effective fencing which—

(a) are at least 1 m high; and

(b) close automatically when the hoist platform leaves the landing.

(iv) Approaches to hoists shall be adequately lighted.

(v) The guides of hoist platforms shall offer sufficient resistance to bending and, in the case of jamming by a safety catch, to buckling.

(vi) The platform shall be so constructed that safe transport is ensured.

(vii) On platforms for truck transport the trucks shall be efficiently blocked in a safe position on the platform.

(viii) Counterpieces consisting of an assemblage of several parts shall be made of specially constructed parts rigidly connected together.

(ix) The counterpiece shall run in guides.

(x) If two or more wire ropes are used the load shall be equally distributed between them.

(xi) Each suspension rope shall be in one piece.

(xii) The rope ends shall be fastened to the platform attachment by splicing and tight binding with steel wire, by sealing or by clamping with the aid of rope clamps; wherever possible, thimbles shall be used.

(xiii) Drum anchorages of suspension ropes shall be adequate and secure.

(xiv) Ropes shall be long enough to leave at least two turns on the drum when the cage or platform is at its lowest position, and be of such diameter as to have a safety factor of at least eight under the maximum load.

(xv) When wire ropes are used, the diameter of the pulley or drums shall not be less than 400 times the diameter of the wires in the rope.

(xvi) When winch drums are grooved—

(a) the radius of the grooves shall be approximately the same as, but not less than, the radius of the rope; and

(b) the pitch of the grooves shall not be less than the diameter of the rope.

(xvii) Winch drums shall be provided with flanges that prevent the rope from slipping off the drum.

(xviii) It shall not be possible to reverse the motion of the hoist without first bringing it to rest.

(xix) It shall not be possible to set the hoist in motion from the platform.

(xx) Pawls and ratchet wheels with which the pawl must be disengaged before the platform is lowered shall not be used.

(xxi) Where the person operating the hoist cannot see clearly every position of the platform, arrangements shall be made for effective signals to be given to the hoist operator by a responsible person who can see the platform at every position.

(xxii) (a) When the platform is at rest the brake shall be applied automatically.

(b) During loading and unloading the platform shall be blocked by catches or other devices in addition to the brake.

(xxiii) Hoists shall be provided with devices that stop the winding-engine as soon as the platform reaches its highest stopping place.

(xxiv) Above the highest stopping place a clearance shall be provided high enough to allow sufficient unobstructed travel of the cage or platform in case of overwinding.

(xxv) No hoist shall be used unless it has been tested and examined by a competent person before being put into use and thereafter has been tested and examined at intervals not exceeding three months.

(xxvi) (a) The above provisions apply only to hoists used for raising or lowering materials.

(b) No hoist shall be used for the conveyance of persons unless—

(1) such use has been authorised by the competent authority; or

(2) die hyser voldoen aan die voorwaardes wat gestel is vir die instalering en werking van hysers wat gebruik word vir die vervoer van persone in nywerheidsondernemings.

(xxvii) Ondergenoemde kennisgewings, in albei die amptelike tale en ook in die etniese tale en in duidelik leesbare letters, moet in 'n opvallende plek opgeplak word:

(a) Op alle hysers—

(1) op die platform—die dra vermoë, in kg of ander geskikte standaardmassaterme; en

(2) op die wendmotor—die hysvermoë, in kg of ander geskikte standaardmassaterme;

(b) op hysers wat gemagtig of gesertifiseer is vir die vervoer van persone, op die platform of hok—die maksimum getal persone wat op 'n keer vervoer mag word;

(c) op hystoestelle slegs vir goedere, by elke toegang tot die hyser—“Goederehyser! Gebruik deur persone verbode!” (“Goods Hoist! Use by persons prohibited!”).

AF. *Diverse bepalings.*—(i) Daar moet voorsorgmaatreëls getref word vir die beveiliging van werkmense wat 'n kraan of hyser ondersoek of smeer. Sodanige kraan of hyser mag nie ondersoek word terwyl dit in werking is nie.

(ii) Niemand mag deur 'n kraan opgehef of gedra word nie behalwe op die drywer se platform, en niemand mag in die hyser vir kruiswaaers of trôe ry nie.

(iii) Elke deel van 'n vrag moet, terwyl dit gehys of neergelaat word, op 'n doeltreffende wyse opgehang of gestut word sodat dit geen gevaar vir persone inhou nie.

(iv) (a) Elke houer wat gebruik word vir die hys van bakstene, teëls, leiklip of ander materiaal, moet so toegemaak word dat die materiaal nie daaruit kan val nie.

(b) As los materiaal of gelaai kruiswaaers regstreeks op 'n platform geplaas word om dit op te hys of neer te laat, moet die platform ingehok wees.

(c) Materiaal mag nie so opgehef, neergelaat of die bewegingsnelheid daarvan so verminder word dat dit skielike rukke veroorsaak nie.

(v) Wanneer 'n kruiswaaer opgehef word, moet die wiel nie as 'n steunpunt gebruik word nie tensy doeltreffende stappe gedoen is om te voorkom dat die as uit die laers glip.

(vi) Wanneer 'n spesiale windas gebruik word, moet dit op so 'n manier met toue vasgebond word dat dit nie teen die steiers kan stamp nie.

(vii) Arms vir die hys van materiaal mag nie aan staander- of verlengingspale vasgemaak word nie.

(viii) Wanneer geen arm nie maar slegs 'n toukatrol gebruik word, kan sodanige toukatrol aan 'n kruisbalk vasgemaak word indien die kruisbalk—

(a) sterk genoeg is en aan minstens twee staanders of verlengings vasgemaak is op die manier wat vir steierbalk voorgeskryf word; en

(b) nie terselfdertyd as 'n steierbalk vir die steier gebruik word nie.

(ix) Wanneer 'n hystoel van 'n gedeelte daarvan langs 'n steier beweeg, moet doeltreffende maatreëls getref word om te voorkom dat persone op die steier deur sodanige toestel of 'n gedeelte daarvan gestamp word.

(x) Op punte waar daar 'n gereelde vloei van verkeer is, moet vragte in 'n geslote ruimte opgehef word of, as dit onmoontlik is (bv. in die geval van lwyge voorwerpe), moet daar maatreëls getref word om die verkeer op daardie tydstop terug te hou of weg te keer.

(xi) Doeltreffende stappe moet gedoen word ten einde te voorkom dat 'n vrag wat opgehef of neergelaat word, op so 'n manier met voorwerpe in aanraking kom dat 'n gedeelte van die vrag of voorwerp verskuif word.

AG. *Veiligheidsuitrusting.*—(i) Waar nodig, moet die werkmense voorsien van genoeg gasmaskers, stofbrille, veiligheidshelms en veiligheidsgordels van die goedgekeurde tipes of ander veiligheidsuitrusting om die veiligheid van sy werknemers te verseker.

(ii) Veiligheidsgordels moet voorsien wees van veiligheidstoue wat lank en sterk genoeg is.

AH. *Reddingsuitrusting.*—Wanneer werk verrig word naby plekke waar daar gevaar is dat iemand kan verdrink, moet al die nodige uitrusting verskaf en in gereedheid gehou word en moet al die nodige stappe gedoen word om 'n persoon wat in gevaar verkeer onmiddellik te red.

AI. *Eerstehulpuitrusting.*—(i) Op elke plek waar daar bouwerk verrig word, moet eerstehulpkissies of -kaste, wat geredelik toeganklik en duidelik gemerk is, verskaf word vir die onmiddellike behandeling van alle beserings wat in die loop van die werk opgedoen word.

(ii) Sodanige eerstehulpkissies of -kaste moet onder die toesig van 'n verantwoordelike persoon geplaas word.

AJ. *Mededeling van regulasies aan werkers.*—Kopieë van hierdie regulasies of die uittreksels daarvan wat die Raad voorskryf, moet aan die werkers oorhandig of op 'n opvallende wyse op geskikte plekke opgeplak word en opgeplak gehou word.

(2) the hoist complies with the conditions laid down for the installation and operation of lifts used for the conveyance of persons in industrial undertakings.

(xxvii) The following notices shall be posted up in a conspicuous place and in very legible characters in both official languages and also in the ethnic languages:

(a) On all hoists—

(1) on the platform—the carrying capacity, in kg or other appropriate standard terms of mass; and

(2) on the winding-engine—the lifting capacity, in kg or other appropriate standard terms of mass;

(b) on hoist, authorised or certified for the conveyance of persons, on the platform or cage—the maximum number of persons to be carried at one time;

(c) on hoists for goods only, on every approach to the hoist—“Goods Hoist! Use by persons prohibited!” (“Goederehyser! Gebruik deur persone verbode!”).

AF. *Miscellaneous provisions.*—(i) Precautions shall be taken to safeguard the workmen examining or lubricating a crane or hoist. Examination shall not be conducted whilst such crane or hoist is in operation.

(ii) No person shall be lifted or carried by a crane except on the driver's platform, or ride in a barrow hoist or in a hod hoist.

(iii) Every part of a load in course of being hoisted or lowered shall be adequately suspended and supported so as to prevent danger to persons.

(iv) (a) Every receptacle used for hoisting bricks, tiles, slates or other material shall be so closed as to prevent the fall of any of the material.

(b) If loose materials or loaded wheelbarrows are placed directly on a platform for raising or lowering, the platform shall be closed in.

(c) Material shall not be raised, lowered or slowed in such a way as to cause sudden jerks.

(v) In hoisting a barrow, the wheels shall not be used as a means of support unless efficient steps are taken to prevent the axle from slipping out of the bearings.

(vi) When a special ginpole is used, it shall be secured by ropes in such a way that it cannot knock against the scaffolds.

(vii) Jibs for hoisting materials shall not be attached to standard or extension poles.

(viii) When no jib but only a rope pulley is used the latter may be attached to a cross-beam if the cross-beam—

(a) has sufficient strength and is fixed to at least two standards or extensions in the way prescribed for ledges; and

(b) does not at the same time serve as a ledge for the scaffold.

(ix) If a hoisting appliance or any part thereof moves along a scaffold, adequate measures shall be taken to prevent persons on the scaffold from being struck by the appliance or any part of it.

(x) The hoisting of loads at points where there is a regular flow of traffic shall be carried out in an enclosed space, or if this should be impossible (e.g. in the case of bulky objects), measures shall be taken to hold up or divert the traffic for the time being.

(xi) Adequate steps shall be taken to prevent a load in course of being hoisted or lowered from coming into contact with any objects in such manner that part of the load or object may become displaced.

AG. *Safety equipment.*—(i) Where necessary, the employer shall provide the workmen with a sufficient number of respirators, goggles, safety helmets and safety belts of approved types, or other safety devices to ensure the safety of his workmen.

(ii) Safety belts shall have life lines of sufficient length and strength.

AH. *Rescue equipment.*—When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use, and all necessary steps taken for the prompt rescue of any person in danger.

AI. *First-aid equipment.*—(i) On every place where building work is carried on, first-aid boxes or cupboards readily accessible and clearly marked shall be provided for the prompt treatment of all injuries sustained in the course of work.

(ii) Such first-aid boxes or cupboards shall be placed under the charge of a responsible person.

AJ. *Communication of regulations to workers.*—Copies of these regulations or such extracts thereof as may be prescribed by the Council, shall be handed to the workers or conspicuously posted up and maintained at suitable places.

AK. *Plig van werkgever om aan hierdie regulasies te voldoen.*—Dit is die plig van die werkgever om aan hierdie regulasies te voldoen.

AL. *Samewerking van werkers en ander persone vir wie hierdie Ooreenkoms bindend is, met die werkgever.*—(i) Elkeen vir wie hierdie Ooreenkoms bindend is, moet met die werkgever saamwerk om hierdie regulasies uit te voer.

(ii) Elkeen vir wie hierdie Ooreenkoms bindend is, moet onmiddellik alle defekte wat hy in die uitrusting of toestelle mag ontdek, herstel of aan die werkgever of voorman rapporteer en moet alle handelings van enigeen wat waarskynlik 'n ongeluk kan veroorsaak, aan die werkgever of voorman rapporteer.

(iii) Niemand vir wie hierdie Ooreenkoms bindend is, mag uitrusting of veiligheidstoestelle wat by bostaande regulasies vereis word, sonder die magtiging van die werkgever of sy verantwoordelike voorman verskuif, wegneem, beskadig, vernietig of daaraan peuter nie.

(iv) Enigeen vir wie hierdie Ooreenkoms bindend is, moet behoorlik gebruik maak van al die beskermings- of veiligheidstoestelle of ander toestelle wat vir sy beskerming verskaf word en moet al die veiligheidsinstruksies gehoorsaam wat op sy werk betrekking het.

(v) Elke werker vir wie hierdie Ooreenkoms bindend is, moet die nodige voorsorg tref vir sy eie veiligheid en die veiligheid van ander persone op die bousterrein en hom weerhou van enige handeling wat hom of ander persone in gevaar kan stel.

(vi) Geen persoon in diens mag van of na sy werkplek gaan nie, uitgesonderd langs die veilige toegangs- of uitgangsweg wat verskaf word.

Soos gemagtig, vir en namens die partye by die Raad, op hede die 20ste dag van Junie 1983 te Bloemfontein onderteken.

I. J. ELS, Voorsitter van die Raad.

D. F. MULDER, Ondervoorsitter van die Raad.

J. R. LOUW, Sekretaris van die Raad.

AK. *Duty of employers to comply with these regulations.*—It shall be the duty of the employer to comply with these regulations.

AL. *Co-operation of workers and other persons upon whom this Agreement is binding with the employers.*—(i) Every person upon whom this Agreement is binding shall co-operate with the employer in carrying out these regulations.

(ii) Every person upon whom this Agreement is binding shall forthwith remedy or report to the employer or foreman any defect that he may discover in the plant or appliances, or any action by any person liable to cause an accident.

(iii) No person upon whom this Agreement is binding shall interfere with, displace, take away, damage or destroy any of the plant or safeguards required by the foregoing regulations without the authority of the employer or his responsible foreman.

(iv) Every person upon whom this Agreement is binding shall make proper use of all safeguards, safety devices or other appliances furnished for his protection and shall obey all safety instructions pertaining to his work.

(v) Every worker upon whom this Agreement is binding shall take the necessary precautions for his own safety and for the safety of any person on the site and abstain from any action which might endanger him or other persons.

(vi) No employed person shall go to or from his workplace otherwise than by the safe means of access and egress provided.

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 20th day of June 1983.

I. J. ELS, Chairman of the Council.

D. F. MULDER, Vice-Chairman of the Council.

J. R. LOUW, Secretary of the Council.

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