



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

Prys 10c Price

Oorsee 15c Overseas
POSVRY - POST FREE

(REGULASIE KOERANT No. 442)

(REGULATION GAZETTE No. 442)

Vol. 15.]

PRETORIA, 15 JANUARIE 1965.
15 JANUARY

[No. 1007.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 94.] [15 Januarie 1965.
WET OP NYWERHEIDSVERSOENING, 1956.

BOUNYWERHEID, WORCESTER.

OOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 22, 27 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrik Worcester; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van die Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 16, 22, 27 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die landdrostdistrik Worcester *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 94.] [15 January 1965.
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, WORCESTER.

AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 22, 27 and 28, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Worcester; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of Worcester and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 16, 22, 27 and 28, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE BOUNYWERHEID,
WORCESTER.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

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

Western Province Building Workers' Union (hieronder die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Worcester nagekom word deur die werkgewers en die werknemers wat betrokke is by of in diens is in die Bounywerheid en wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms—

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

(b) van toepassing op vakleerlinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat diens doen ooreenkomstig 'n skriftelike leerlingskontrak ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, en soos dit van tyd tot tyd gewysig kan word, en omvat dit ook 'n minderjarige wat ingevolge daardie Wet op proef diens doen;

"gebou" alle mure, keermure of monumente;

"Bounywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

(1) met die doel om geboue op te rig, te voltooi, op te knap, te herstel of te verbou;

(2) met die doel om op die terrein van 'n gebou die volgende werk te verrig wat 'n permanente en integreerende deel van sodanige gebou uitmaak, naamlik—

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, die betoëling van mure en vloere; voegstryking, plaveiwerk; mosaïekwerk, voorwerk met leiklip, met marmar en met komposisiemateriaal, rioolaanleg, leiklipwerk en pandekking;

lakpolitoerwerk, wat politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof insluit;

skrynwerk, wat die volgende insluit: Die maak van deure, vensters, luik, dakligte of alle ander houttoebehorens wat 'n permanente deel van die gebou uitmaak, met inbegrip van die masjienbewerking en aanbring daarvan;

klipmesselwerk, wat die volgende insluit: Klipkap en klipbouwerk, en die kap van klippe vir en die bou van sierklipwerk, betonwerk, en die aanbring of bou van vooraf gegiete of kunsklip of kunsmarmar, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbetoëling, die bediening van klipwerkmasjinerie en die skerpmaak van klipwerkersgereedskap;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, bousmidswerk, metaalrame en metaaltrappe, boumetaalwerk, die maak en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal;

verfwerk, wat die volgende insluit: Versierwerk, distemperwerk, vlamskilderwerk, glasuurwerk, marmering, muurplakwerk, beitswerk, spuitverfwerk, letterskilderwerk, muurversiering, en verniswerk;

SCHEDULE.

WORCESTER BUILDING INDUSTRIAL COUNCIL.

AGREEMENT

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

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

Western Province Building Workers' Union (hereinafter referred to as the "employees" or "trade union"), of the other part,

being the parties to the Worcester Building Industrial Council.

1. SCOPE AND APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial District of Worcester by the employers and the employees engaged or employed in the Building Industry who are members of the employers' organisation and the trade union respectively.

(2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall—

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

(b) apply to trainees under the Training of Artisans Act, 1951, only to the extent to which they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for a period of three years, or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, as amended, and as may be amended from time to time, and includes a minor serving under probation in terms of that Act;

"building" means any walls, retaining walls or monuments;

"Building Industry" or "Industry" means the Industry in which employers and employees are associated—

(1) for the purpose of erecting, completing, renovating, repairing or altering buildings;

(2) for the purpose of the following work on the site of a building; and constituting a permanent and integral portion thereof—

bricklaying, which includes concreting and the fixing of concrete blocks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling;

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

joinery, which includes the making, including machining and fixing of doors, windows, shutters, skylight or any other wooden fixture which form a permanent part of the building;

masonry, which includes stone-cutting and building, and cutting and building of ornamental stone work, concreting and the fixing or building of precast or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operation of stone-working machinery and sharpening of masons' tools;

metal work, which means the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the making and/or fixing of drawn metal work and sheet and extruded metal;

painting, which includes decorating, distempering, graining, glazing, marbling, paperhanging, staining, spraying, signwriting and wall decoration and varnishing;

pleisterwerk, wat die volgende insluit: Boetseerwerk, granolitiese en komposisievloerwerk, vooraf gegiete of kunsklipwerk, muur- en vloerbeteeëling, plavei- en mosaiekwark;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanle van warm en koue water, brandbestrydingsinstallasie en die maak en aanbring van loodgieterstoebehoere uit plaatmetaal;

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, masjineerwerk, draaiwerk, houtsneerwerk, die aanbring van golfyster, klank- en akoestiekmetaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en muurbekleding, die aanbring van proppe in mure, die bekleding van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout en kurk, en die afskuur daarvan;

- (3) met die doel om werk wat 'n permanente en integreerende deel van 'n gebou sal uitmaak, weg van die terrein af te verrig, nl. —

Skryfwerk, klippesselwerk, pleisterwerk, boetseerwerk, loodgieterswerk, toebehoere wat volgens spesifikasie gemaak word vir installering in bepaalde geboue maar wat nie vir voorraad bedoel is nie, toonbanke, skerm en los en vaste binnetoebere wat volgens spesifikasie gemaak word vir permanente installering in bepaalde geboue;

"betonwerker" 'n werknemer, uitgesonderd 'n ambagsman, wat beheer voer oor en verantwoordelik is vir die plasing van beton in vooraf bereide vorms;

"distrikswerk" werk in die Nywerheid binne die landdrosdistrik Worcester wat —

- in die geval waar die bedryfsinrigting van die werkgewer binne die munisipale gebied van Worcester geleë is, buite 'n straal van twee myl van die Hoofposkantoor, Worcester, af is;
- in die geval waar die bedryfsinrigting van die werkgewer in 'n ander munisipale gebied of dorpsbestuursgebied binne die landdrosdistrik Worcester geleë is, buite 'n straal van twee myl van die Hoofposkantoor in sodanige ander munisipale gebied of dorpsbestuursgebied af is; en
- in die geval van 'n ander werkgewer, buite 'n straal van twee myl van die poskantoor af is wat die naaste aan sy bedryfsinrigting is;

"motorvoertuigbestuurder" 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig bestuur;

"noodsaaklike diens" alle werk wat noodsaaklikerwys gedoen moet word om die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, besigheid of onderneming te verseker;

"bedryfsinrigting" die perseel waarvan die adres ingevolge klousule 26 van hierdie Ooreenkoms deur die werkgewer aan die Raad verstrekk moet word en, indien 'n werkgewer versuim het om die Sekretaris aldus in kennis te stel, die perseel waarvandaan hy gewoonlik sy besigheid dryf;

"beglasing" die sny en/of aanbring van glas of 'n soortgelyke produk in hout- of metaalrame;

"ambagsman" 'n werknemer wat dié werksaamhede verrig wat in die lys ambagte ("messelwerk" tot "houtwerk") in die omskrywing van "Bounywerheid" bedoel word, wat sy leertyd as vakleerling ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, voltooi het of aan wie 'n vaardigheidsertifikaat ingevolge artikel ses of 'n bedryfsdiploma ingevolge artikel sewe van die Wet op Opleiding van Ambagsmanne, 1951, uitgereik is;

"afwitter" 'n werknemer wat 'n mengsel van kalk en water, of 'n mengsel van kalk en water waarby 'n kleurstof gevoeg is, op enige oppervlak aanwend;

"stukwerk" 'n werksstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik op die hoeveelheid werk gedoen of die werkproduksie bereken word, ongeag die tyd wat aan sodanige werk bestee is;

"openbare vakansiedag" Goeie Vrydag, Hemelvaartdag, Gelofte dag, Kersdag en Nuwejaarsdag;

"geskikte slaapplek" 'n waterdigte skuiling met 'n hout- of sementvloer en die nodige was- en latrinegeriewe;

"taakwerk" enige werksstelsel waarvolgens 'n minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of geproduseer moet word, vasgestel word as 'n voorwaarde vir die betaling van die loon voorgeskryf in klousule 4;

"ongeskoolde werk" ook die afskuur van oppervlaktes met skuurpapier en/of die voorbereiding daarvan vir enige van die prosesse genoem in die ambag skilderwerk, uitgesonderd die verwydering van verf deur middel van 'n vlam, asook alle werk uitgesonderd —

- die werksaamhede wat uitdruklik in die lys ambagte, naamlik messelwerk tot houtwerk in die woordomschrywing van "Bounywerheid" genoem word;
- dié van 'n motorvoertuigdrywer, vloerskuurmasjienbediener, betonwerker, afwitter;
- dié lê van blokkies- en ander vloere;
- ruite insit.

plastering, which includes modelling, granolithic and composition flooring, precast or artificial stone work, wall and floor tiling, paving and mosaic work;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drain-laying, caulking, ventilating, heating, hot and cold water fitting, fire prevention installation and the making and fitting of plumbing fixtures from sheet metal;

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of wood-work with metal, block and other flooring, including wood and cork and sandpapering of same;

- (3) for the purpose of work done off the site which will form a permanent and integral portion of a building, viz. —

Joinery, masonry, plastering, modelling, plumbing fixtures to specification for installation in specified buildings but not manufactured for stocks, counters, screens and interior fittings and fixtures to specification for permanent installation in specified buildings;

"concretor" means an employee, other than a journeyman, in charge of and responsible for the placing of concrete in previously prepared forms;

"district work" means any work in the Industry within the Magisterial District of Worcester which —

- where the establishment of the employer is situated within the municipal area of Worcester, is beyond a radius of two miles from the General Post Office, Worcester;
- where the establishment of the employer is situated in any other municipal area or village management board area within the Magisterial District of Worcester, beyond a radius of two miles from the Post Office in such other municipal area or village management board area; and
- in the case of any other employer, is beyond a radius of two miles from the Post Office nearest to his establishment;

"driver of motor vehicle" means an employee wholly or mainly engaged in driving a motor vehicle;

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

"establishment" means the premises the address whereof the employer is, in terms of clause 26 of this Agreement required to notify the Council, and where any employer has failed so to notify the Secretary the premises from which he normally conducts his business;

"glazing" means the cutting and/or fitting of glass or any similar product in wooden or metal frames;

"journeyman" means an employee in the activities referred to in the list of trades, "bricklaying" to "woodworking", in the definition "Building Industry", who has completed a period of apprenticeship in terms of the Apprenticeship Act, 1944, as amended, or who has been issued with a certificate of proficiency under section six or a trade diploma under section seven of the Training of Artisans Act, 1951;

"limewasher" means an employee engaged in the application to any surface of a mixture of lime and water, or a mixture of lime and water to which any colouring matter has been added;

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

"public holiday" means Good Friday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day;

"suitable sleeping accommodation" means a waterproof shelter with a wooden or cement floor and the necessary washing and lavatory accommodation;

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

"unskilled labourer" means an employee performing unskilled work;

"unskilled work" includes sandpapering and/or the preparation of surfaces for any of the processes referred to in the trade of painting, excluding the removal of paint by fire or flame, and means any work other than —

- the activities specifically referred to in the list of trades, namely bricklaying to woodworking, in the definition of "Building Industry";
- that of a driver of a motor vehicle, operator of a floor sandpapering machine, concretor, limewasher;
- the laying of block and other floors; and
- glazing.

"wag" 'n werknemer wat persele, geboue, hekke, voertuig, boumateriaal of ander eiendom bewaak;
 "werkende werkgewer" of "werkende vennoot" 'n werkgewer wat self werk doen wat in die omskrywing van die Bounwyerheid ingesluit is.

4. LONE.

(1) (a) Behoudens die ander bepalings van hierdie klousule, mag lone wat laer is as die volgende deur geen werkgewer betaal en deur geen werknemer aangeneem word nie:—

	Per uur.
	c
(i) Motorvoertuigbestuurder.....	30
(ii) Werknemer wat blokkies- en ander vloere lê (uitgesonderd hangvloere).....	27
(iii) Bediener van 'n vloerskuurmasjien.....	27
(iv) Betonwerker.....	24
(v) Afwitter.....	14
(vi) Werknemer wat verfwerk doen en/of ruite insit.....	48
(vii) Werknemers in alle ander beroepe.....	57
(viii) Ongeskoolde arbeider.....	13
	Per week.
	R
(ix) Wag.....	6.75

(b) *Differensiële lone.*—'n Werknemer wat op enige dag twee of meer klasse werk verrig waarvoor verskillende lone betaalbaar is, moet vir alle ure betaal word wat hy op sodanige dag gewerk het teen die hoër loon wat betaalbaar is ingevolge hierdie subklousule, met dien verstande dat hy die werk waarvoor die hoër loonskaal betaalbaar is, vir langer as 2 uur op daardie dag verrig.

(2) *Gevaarlike werk.*—Benewens die loon voorgeskryf in subklousule (1), moet 'n werkgewer sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of deel van 'n uur wanneer dié werknemer gevaarlike werk doen.

Vir die toepassing van hierdie klousule beteken "gevaarlike werk" alle werk—

- wat as gevaarlik geklassifiseer word in 'n statutêre, provinsiale of munisipale wet of regulasie wat op die Bounwyerheid betrekking het, en wat in 'n dorp of plek waarin of waarby sodanige werk verrig word, van krag is;
- wat aan die buitekant van 'n gebou, uitgesonderd 'n nuwe gebou in aanbou, verrig word op of vanaf 'n hangsteier, bootsmanstoel, in dak of 'n skuifleeër, op 'n hoogte van minstens 30 voet van die grond af, in verband met die opknapping of herstel van sodanige gebou of die ophang van vlagversierings;
- wat aan 'n alleenstaande skoorsteen of staalbundel verrig word op 'n hoogte van minstens 30 voet van die grond af;
- wat in ou riole verrig word.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof wat in klousule 11 bedoel word, moet vóór die aanvang van sodanige verlof aan die werknemer betaal word.

(4) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n wag, nie op Goeie Vrydag, Hemelvaartdag of Geloftedag werk nie, moet sy werkgewer hom ten opsigte van die dag besoldig teen 'n skaal van minstens sy gewone loon asof hy op dié dag sy gemiddelde gewone werkure vir daardie dag gewerk het.

(b) Wanneer 'n werknemer op Goeie Vrydag, Hemelvaartdag of Geloftedag werk, moet sy werkgewer hom ten opsigte van die volle tyd wat hy op dié dag gewerk het, minstens sy gewone loon plus die besoldiging waarop hy geregtig sou gewees het as hy nie op sodanige dag gewerk het nie, betaal.

(c) Die besoldiging betaalbaar ingevolge hierdie subklousule moet aan die betrokke werknemer betaal word vóór of op die eerste betaaldag wat volg op die tydperk ten opsigte waarvan die besoldiging betaalbaar is.

(5) *Lewenskostoelae.*—(a) Die lone voorgeskryf in subklousule (1), sluit die lewenskostoelae in soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig. Indien die lewenskostoelae wat betaalbaar is ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of ingevolge enige plaasvervangende wetgewing, verhoog word, moet die voorgeskryfde lone dienoreenkomstig verhoog word; met dien verstande dat die verskil tussen die loonskaal wat hierin voorgeskryf word en die ooreenstemmende lone voorgeskryf in klousule 4 (1) wat by Goewermentskennisgewing No. 1465 van 23 September 1960 gepubliseer is, vir die toepassing van genoemde Oorlogsmaatreël of enige wetgewing wat in die plek daarvan gestel of waarby dit vervang word, in die vaststelling van die betrokke verhoging as lewenskostoelae gereken moet word.

(b) Elke werkgewer moet elkeen van sy werknemers, benewens die loon voorgeskryf in paragraaf (a) (vi) en (vii) van subklousule (1), 'n lewenskostoelae, bereken teen die koers van 1 sent per uur vir elke voltooië 1-357 punt waarmee die verbruikersprysindekssyfer hoër as 106.2 punte is, betaal.

Vir die toepassing van hierdie subklousule beteken die uitdrukking "verbruikersprysindekssyfer" die beswaarde gemiddelde verbruikersprysindeks met betrekking tot alle items vir die nege vernaamste stedelike gebiede in die Republiek van Suid-Afrika soos beraam deur die Direkteur vir Sensus en Statistiek op die basis van 100 punte in Oktober 1958 soos in die Staatskoerant gepubliseer.

Alle verhogings of verminderings in die skaal van lewenskostoelae wat volg op 'n wisseling van die verbruikersprysindekssyfer moet in werking gestel word op die eerste betaaldag in die maand

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

"working employer" or "working partner" means an employer who himself performs any work included in the definition of Building Industry.

4. WAGES.

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

	Per Hour.
	c
(i) Driver of a motor vehicle.....	30
(ii) Employee engaged on laying of block and other floors (excluding suspended floors).....	27
(iii) Operator of a floor sandpapering machine.....	27
(iv) Concretor.....	24
(v) Limewasher.....	14
(vi) Employee engaged in painting and/or glazing.....	48
(vii) Employees in all other trades.....	57
(viii) Unskilled labourer.....	13
	Per week.
	R
(ix) Watchman.....	6.75

(b) *Differential Rates.*—An employee who on any day performs two or more classes of work for which different wages are payable, shall be paid at the higher rate payable in terms of this sub-clause for all hours worked on such day, provided he performs work for which the higher rate of pay is payable, for more than two hours on that day.

(2) *Dangerous Work.*—In addition to the wage prescribed in sub-clause (1), an employer shall pay his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which such employee is engaged in performing dangerous work.

For the purposes of this sub-clause "dangerous work" means any work—

- classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative at any town or place in or at which such work is performed;
- performed on the outside of a building other than in the course of the erection of a new building, on or from swinging scaffold, boatswain's chair, or a roof, or an extension ladder, at a height of more than 30 feet from ground level in connection with the renovation or repair of such building or the hanging of bunting;
- performed on an independent chimney or steel stack at a height of more than 30 feet from the ground level;
- performed in old sewers.

(3) *Leave Remuneration.*—The remuneration in respect of the annual leave referred to in clause 11, shall be paid to the employee before the commencement of such leave.

(4) *Payment for Work on Public Holidays.*—(a) Whenever an employee other than a watchman does not work on Good Friday, Ascension Day and Day of the Covenant, his employer shall pay him in respect of such day remuneration at a rate of not less than his ordinary wage as if he had on such day worked his average ordinary working hours for that day;

(b) Whenever an employee works on Good Friday, Ascension Day or Day of the Covenant, his employer shall pay him in respect of the total period worked by him on such day not less than his ordinary rate of pay plus the remuneration to which he would have been entitled if he had not worked on such a day.

(c) The remuneration payable in terms of this sub-clause shall be paid to the employee concerned not later than the first pay-day following the period in respect of which the remuneration is payable.

(5) *Cost of Living Allowances.*—(a) The wages prescribed in sub-clause (1) shall include cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased, the wages prescribed shall be increased accordingly; provided that the difference between the rates of wages prescribed herein and the corresponding rates prescribed in clause 4 (1) of the Agreement published under Government Notice No. 1465 of the 23rd September, 1960, shall for the purpose of the said War Measure of any substituting or superseding legislation count as cost of living allowance in the determination of the relative increase.

(b) Every employer shall pay to each of his employees in addition to the wages prescribed in paragraphs (a) (vi) and (vii) of sub-clause (1) a cost of living allowance calculated at the rate of 1 cent per hour for every completed 1-357 point by which the Consumer Price Index Figure exceeds 106.2 points.

For the purpose of this sub-clause, the expression "Consumer Price Index Figure", means the weighted average Consumer Price Index relating to all items for the nine principal urban areas in the Republic of South Africa as assessed by the Director of Census and Statistics on the October, 1958, basis of 100 points and published in the *Government Gazette*.

Any increase or decrease in the rate of cost of living allowance consequent upon a variation of the Consumer Price Index Figure shall be effected as from the first pay-day in the

onmiddellik na die publikasie van die *Staatskoerant* wat die verandering in genoemde indeks-syfer wat sodanige verhoging of vermindering noodsaaklik maak, aandui.

STUKWERK, TAAKWERK EN AANSPORINGSWERK.

(1) Die uitbesteding deur werkgewers, of die verrigting deur werknemers van werk op 'n stukwerk- of taakwerkgrondslag, word verbied.

(2) Behoudens die voorwaarde dat geen werknemer minder as die bedrag waarop hy ingevolge klousule 4 geregtig is, betaal mag word nie, mag 'n werkgewer 'n werknemer se besoldiging op die hoeveelheid gedane werk, of op die werkproduksie baseer; met dien verstande dat geen sodanige besoldigingstelsel toelaatbaar mag wees nie uitgesonderd in die vorm van 'n aansporingskema, oor die bepalinge waarvan ooreengekom is soos gemeld in subklousules (3) en (4) hieronder, en voorts met dien verstande dat vakleerlinge nie toegelaat mag word om aan sodanige aansporingskemas deel te neem nie.

(3) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers aanstel wat, na samespreking met die vakvereniging indien enigeen van sy lede daarby betrokke is, oor die bepalinge van enige sodanige skema kan ooreenkom.

(4) Die bepalinge van alle sodanige aansporingskemas en alle latere wysigings daarvan waarvoor die komitee ooreenkom, moet op skrif gestel en deur die komitee lede onderteken word, en mag nie deur die komitee gewysig word of deur enigeen van die twee partye beëindig word nie, tensy die party wat die ooreenkoms wil wysig of beëindig die ander party skriftelik dié kennis gegee het waarop die partye kan ooreenkom wanneer hulle sodanige ooreenkoms aangaan.

6. BETALING VAN LONE EN BESOLDIGING VIR OORTYDWERK.

(1) Alle lone en oortydbesoldiging, en alle ander besoldiging verskuldig, moet weekliks vóór of met sluitingstyd Vrydae of met diensbeëindiging indien dit vóór die gewone betaaldag van die werknemer plaasvind, in kontant betaal word.

(2) Lone, verdienste vir oortydwerk en alle ander besoldiging wat verskuldig is, moet aan werknemers oorhandig word in verskeide koeferte waarop die naam van die werkgewer en werknemer vermeld word, asook die getal ure gewerk, alle aftrekkings wat van die verskuldigde bedrae afgetrek is, die bedrag wat ingesluit is en die tydperk ten opsigte waarvan dit betaal word.

(3) Behoudens klousules 12 (2), 21 (1), 25 (1) en 27 moet lone, oortyd- en alle ander besoldiging ten volle sonder dat enige bedrae afgetrek is, betaal word; met dien verstande dat alle bedrae wat 'n werkgewer ingevolge enige wet, ordonnansie of geregtelike proses namens sy werknemer betaal het, afgetrek mag word.

7. DISTRIKSWERK.

(1) Benewens die lone voorgeskryf in klousule 4 van hierdie Ooreenkoms, moet werknemers wat gestuur word om distrikswerk te verrig waar 'n treindiens beskikbaar is, die volgende toelae deur die werkgewer betaal word:—

(a) In die geval van 'n werknemer wat binne 'n straal van 20 myl van die spoorwegstasie naaste aan sy huis in diens is en wat daagliks terugkeer huis toe, daagliks treingeld vir 'n spoorwegkaartjie, tweede klas. Daar moet slegs betaal word vir tyd wat werklik aan werk bestee is.

(b) In die geval van 'n werknemer wat binne 'n straal van 20 myl van die spoorwegstasie naaste aan sy huis in diens is en wat nie daagliks terugkeer huis toe nie, en 'n werknemer wat buite hierdie straal in diens is—

(i) treingeld vir 'n spoorwegkaartjie, tweede klas, na en van die werkplek onderskeidelik aan die begin en by beëindiging van sodanige werk. Slegs vir tyd wat gedurende gewone werkure gereis word, word betaal teen die gewone uurloon van die betrokke werknemer soos in klousule 4 voorgeskryf;

(ii) indien sodanige werknemer gedurende naweek huis toe gaan en Maandae op die gewone aanvangstyd na sy werk terugkeer, treingeld vir 'n spoorwegkaartjie, tweede klas, wanneer die werkplek binne 'n straal van 50 myl van die Hoofposkantoor, Worcester, geleë is en treingeld vir 'n spoorwegkaartjie, tweede klas, elke tweede naweek wanneer die werkplek buite 'n straal van 50 myl van die Hoofposkantoor, Worcester, geleë is, met dien verstande dat indien die reis nie onderneem word nie, geen bedrag instede van sodanige treingeld betaalbaar is nie. Geen besoldiging is betaalbaar ten opsigte van tyd wat gedurende enige sodanige naweek deur reis in beslag geneem word nie;

(iii) in die geval van alle werknemers, uitgesonderd ongeskoolde arbeiders en wagte, 25 sent per dag uitslaap-toelae wanneer die werkgewer geskikte slaapplek verskaf of 25 sent per dag uitslaaptoelae plus 75 sent per dag instede van sodanige slaapplek;

(iv) in die geval van ongeskoolde arbeiders en wagte, 10 sent per dag uitslaaptoelae wanneer die werkgewer geskikte slaapplek verskaf of 10 sent per dag uitslaaptoelae en 25 sent per dag instede van sodanige slaapplek.

(2) Die werkgewer moet op eie onkoste aan werknemers wat distrikswerk verrig waar geen treindiens beskikbaar is nie, vervoer na en van die werk verskaf. Indien sodanige werknemers nie daagliks na hul huise terugkeer nie, is hulle geregtig op en moet die toelae betaal word wat in paragraaf (iii) of (iv), na gelang van die geval, of in subklousule (1) (b) hierbo voorgeskryf word.

month following the publication of the *Government Gazette* reflecting the change in the said index figure necessitating such increase or decrease.

5. PIECE-WORK, TASK-WORK AND INCENTIVE WORK.

(1) The giving out by employers, or the performance of work on a piece-work or task-work basis by employees is prohibited.

(2) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clause (3) and (4) hereunder, provided further that apprentices shall not be allowed to participate in such incentive schemes.

(3) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which, after consultation with the Trade Union, if any of its members are involved, may agree upon the terms of any such scheme.

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

6. PAYMENT OF WAGES AND OVERTIME.

(1) All wages and earnings for overtime, and all other remuneration due shall be paid in cash weekly not later than finishing time on Fridays or on termination of employment if this takes place before the ordinary pay-day of the employee. Payments for district work shall be made at such time as may be agreed upon mutually between the employer and the employee.

(2) Wages, earnings for overtime, and all other remuneration due shall be handed to employees in sealed envelopes bearing the names of the employer and employee, the number of hours worked, any deductions which have been made from the amounts due, the amount enclosed and the period in respect of which payment is made.

(3) Subject to clauses 12 (2), 21 (1), 25 (1) and 27 wages earnings for overtime, and all other remuneration shall be paid in full without any deductions; provided that any amount paid by an employer in terms of any Act, Ordinance or legal process on behalf of his employee may be deducted.

7. DISTRICT WORK.

(1) In addition to the wages prescribed in clause 4 of this Agreement, employees sent to perform district work where a train service is available, shall be paid the following allowances by the employer:—

(a) In the case of an employee employed within a radius of twenty miles from the railway station nearest to his home and who returns home daily, second-class return railway fare daily. Only time actually worked on the job shall be paid for.

(b) In the case of an employee employed within a radius of twenty miles from the railway station nearest to his home and who does not return to his home daily, and an employee employed beyond such radius—

(i) second-class railway fare to and from the place of work at the commencement and completion of such work respectively. Only time occupied in travelling during working hours shall be paid for, at the ordinary hourly rate of the employee concerned as prescribed in clause 4;

(ii) if such an employee visits his home during week-ends and returns to the job at the ordinary starting time on Mondays, second-class return railway fare every week-end where the place of work is situated within a radius of fifty miles from the General Post Office, Worcester, and second-class return railway fare every second week-end where the place of work is situated beyond a radius of fifty miles from the General Post Office, Worcester, provided that if the journey is not undertaken no payment in lieu of such railway fare shall be payable. No remuneration shall be payable in respect of time occupied in travelling during any such week-end;

(iii) in the case of all employees other than unskilled labourers and watchmen 25 cents per day sleeping-out allowance where suitable sleeping accommodation is provided by the employer or 25 cents per day sleeping-out allowance plus 75 cents per day in lieu of such accommodation;

(iv) in case of unskilled labourers and watchmen, 10 cents per day sleeping-out allowance where suitable sleeping accommodation is provided by the employer or 10 cents per day sleeping-out allowance and 25 cents per day in lieu of such accommodation.

(2) Employees performing district work where a train service is not available shall be provided with transport to and from the place of work by the employer at the latter's expense. If such employees do not return to their homes daily they shall be entitled to and be paid the allowances prescribed for employees of their class in paragraph (iii) or (iv), as the case may be, of sub-clause (1) (b) above.

8. STAP- EN VERVOERTYD.

(1) Ingeval 'n werkgewer se bedryfsinrigting binne die munisipale gebied van Worcester en die werkplek buite 'n straal van twee myl van die Hoofposkantoor, Worcester, geleë is; ingeval die werkgewer se bedryfsinrigting in 'n ander munisipale gebied of dorpsbestuursgebied en die werkplek buite 'n straal van twee myl van die poskantoor in sodanige ander munisipale gebied of dorpsbestuursgebied geleë is; en in die geval van 'n ander werkgewer waar die werkplek buite 'n straal van twee myl van die poskantoor naaste aan sy bedryfsinrigting geleë is, moet 'n werknemer wat gestuur word om sodanige werk te verrig, vir elke myl of deel van 'n myl wat die werkplek buite die genoemde straal van twee myl geleë is, 'n kwart van die uurloon betaal word.

(2) Die toelae is slegs betaalbaar vir die afstand in een rigting daagliks.

(3) 'n Werkgewer is geregtig daarop om self vervoer te verskaf of om vir vervoer te betaal van sy bedryfsinrigting af na die werkplek en terug in stede daarvan om die toelae wat hierbo bedoel word, te betaal.

(4) Alle tyd wat die werknemer gebruik om van sy werk af of na sy werk toe te gaan, tel nie as werktid nie.

(5) Alle werknemers wat ten opsigte van looptyd of vervoertyd op toelae geregtig is, moet sodanige toelae betaal word saam met die besoldiging wat ingevolge klousule 4 van hierdie Ooreenkoms aan hulle verskuldig is.

9. WERKURE.

(1) Uitgesonderd soos anders bepaal in subklousules (2) en (4) van hierdie klousule, mag die gewone werkure nie 44 uur in 'n week waarin daar vyf dae gewerk word, te bowe gaan nie en moet die ure as volg toegedeel word:—

Van Maandae tot Donderdae, hoogstens 9 uur per dag tussen 7.15 v.m. en 5.30 n.m.; op Vrydae hoogstens 8 uur tussen 7.15 v.m. en 4.30 n.m.; met dien verstande dat ingeval 'n ontbyt-pouse van 15 minute nie gegee word nie, die afsluit-tyd op enige dag vóór of om 5.15 op Maandae tot Donderdae en 4.15 op Vrydae is.

(2) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk; met dien verstande dat geen werknemer toegelaat mag word om meer as een skof van nege uur gedurende enige tydperk van 24 uur op vyf dae 'n week te werk nie en met dien verstande dat die totale getal werkure van sodanige werknemer nie 44 uur in 'n week te bowe gaan nie.

(3) 'n Werknemer wat 'n skof werk wat nie binne die werkure val wat in subklousule (1) van hierdie klousule voorgeskryf word nie, moet die uurloon wat ingevolge klousule 4 van hierdie Ooreenkoms voorgeskryf word, plus tien persent, betaal word.

(4) Geen werknemer mag terwyl hy in die diens van 'n werkgewer is, buite die ure voorgeskryf in, of wat vasgestel mag word ooreenkomstig hierdie klousule, of op 'n Saterdag, Sondag of openbare vakansiedag, of vir sy eie rekening of namens 'n ander persoon of persone, tensy die skriftelike toestemming van die Raad eers daartoe verkry is, enige werk in die Bounywerheid aanvaar, onderneem of verrig nie, of hy dit teen besoldiging doen of nie, uitgesonderd dat sodanige werknemer slegs vir homself mag werk.

(5) *Eienspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur ononderbroke te werk sonder 'n pouse van minstens een uur waarin geen werk gedoen mag word nie en sodanige pouse word nie geag deel te wees van die gewone werkure of oortydure nie; met dien verstande dat indien sodanige pouse langer as een uur is, enige tydperk wat een en 'n kwart uur te bowe gaan, geag moet word deel te wees van die gewone oortydure, na gelang van die geval.

(6) *Werkure moet opeenvolgend wees.*—Behoudens die bepalinge in subklousules (1) en (5), moet alle werkure opeenvolgend wees.

(7) Die bepalinge van subklousules (1) tot (6) van hierdie klousule is nie op wagte van toepassing nie.

(8) Daar mag van geen wag vereis word of hy mag nie toegelaat word om meer as ses dae in 'n bepaalde week te werk nie.

10. OORTYDWERK.

(1) *Oortydure.*—Alle tyd wat daar langer gewerk word as die getal ure wat ten opsigte van 'n dag of 'n week in klousule 9 (1) voorgeskryf word, word geag oortydwerk te wees, en in die geval van 'n werknemer, uitgesonderd 'n skofwerker, word alle tyd gewerk vóór en ná die tyd wat in klousule 9 (1) bepaal word, eweneens geag oortydwerk te wees.

(2) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as tien uur oortyd in 'n week te werk nie.

(3) *Oortydbetaling.*—'n Werknemer van wie dit vereis word of wat toegelaat word om buite die ure wat in klousule 9 van hierdie Ooreenkoms voorgeskryf word, te werk, moet die volgende betaal word—

(a) ten opsigte van oortydwerk tot soveel as een uur daagliks van Maandag tot en met Vrydag—

(i) vakleerlinge en minderjariges gedurende die proeftydperk wat ingevolge die Wet op Vakleerlinge, 1944, toegelaat word: Een en een yftiende keer sy uurloon;

(ii) ander werknemers: Sy uurloon plus die vakansiefondsbydrae voorgeskryf vir die klas van die betrokke werknemer bedoel in klousule 12 van hierdie Ooreenkoms;

8. WALKING AND TRANSPORT TIME.

(1) Where an employer's establishment is situated within the municipal area of Worcester and the place of work is situated beyond a radius of two miles from the General Post Office, Worcester; where the employer's establishment is situated within any other municipal area or village management board area and the place of work is situated beyond a radius of two miles from the Post Office in such other municipal area or village management board area; and, in the case of any other employer, where the place of work is situated beyond a radius of two miles from the Post Office nearest to his establishment, an employee sent to work on such job shall be paid a quarter of an hour's wage for every mile or part of a mile which the place of work is situated beyond the said two miles radius.

(2) The allowance shall only be payable for the distance one way daily.

(3) An employer shall be entitled to provide transport himself or to pay for transport, from his establishment to and from the place of work in lieu of paying the allowance referred to above.

(4) Any time spent by the employee in proceeding to or returning from his work shall not count as working time.

(5) All employees entitled to allowances in respect of walking time or transport time shall be paid such allowances together with the remuneration due in terms of clause 4 of this Agreement.

9. HOURS OF WORK.

(1) Except as provided otherwise in sub-clauses (2) and (4) of this clause, the ordinary working hours shall not exceed forty-four hours per week of five working days, apportioned as follows:—

From Mondays to Thursdays, not more than 9 hours per day between 7.15 a.m. and 5.30 p.m.; Fridays not more than 8 hours between 7.15 a.m. and 4.30 p.m.; provided that where a 15-minute break is not given for breakfast the finishing time on any day shall not be later than 5.15 p.m. on Mondays to Thursdays and 4.15 p.m. on Fridays.

(2) An employer may engage employees to work two or three shifts during any period of 24 hours provided that no employee shall be allowed to work more than one shift of nine hours during any period of twenty-four hours on five days per week and provided that the total number of working hours of such employee shall not exceed 44 hours during any week.

(3) An employee working any shift which does not fall within the working hours prescribed in sub-clause (1) of this clause shall be paid at the hourly rate prescribed in terms of clause 4 of this Agreement plus ten per cent.

(4) No employee whilst in the employ of an employer, shall solicit, undertake or perform any work in the Building Industry, whether for remuneration or not outside the hours prescribed in or as may be laid down in accordance with this clause, nor on any Saturday, Sunday or public holiday, either on his own account or on behalf of any other person or persons, unless the consent of the Council has first been obtained in writing, save that such employee may perform work for himself only.

(5) *Meal Breaks.*—An employer shall not require or permit his employee to work on any day for more than five hours continuously without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary working hours or overtime hours; provided that if such interval be for longer than one hour any period in excess of one and a quarter hours shall be deemed to be part of the ordinary working hours or overtime hours, as the case may be.

(6) *Hours of Work to be Consecutive.*—Except as provided in sub-clauses (1) and (5), all working hours shall be consecutive.

(7) The provisions of sub-clauses (1) to (6) of this clause shall not apply to watchmen.

(8) No watchman shall be required or permitted to work for more than six days in any one week.

10. OVERTIME.

(1) *Overtime Hours.*—All time worked in excess of the number of hours prescribed in respect of a day or week in clause 9 (1) shall be deemed to be overtime and in the case of any employee other than a shift worker all time worked before or after the time stipulated in clause 9 (1) shall likewise be deemed to be overtime.

(2) *Limitation of Overtime.*—An employer shall not require or permit his employee to work more than ten hours overtime in any week.

(3) *Payment for Overtime.*—Any employee who is required or permitted to work any time outside the hours prescribed in clause 9 of this Agreement shall be paid—

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

(i) apprentices and minors during the probationary period allowed under the Apprenticeship Act, 1944, one and one-fifteenth times his hourly wage;

(ii) other employees: His hourly wage plus the holiday fund payment prescribed for the class of employee concerned in clause 12 of this Agreement;

(b) ten opsigte van elke uur of deel van 'n uur gewerk—

- (i) vir langer as een uur oortydwerk daaglik van Maandag tot en met Vrydag; en
- (ii) op 'n Saterdag voor 12-middag; een en 'n kwart maal sy uurloon;

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

- (i) ná 12-uur middag op Saterdag;
- (ii) op 'n Sondag tot 7.30 vm. op die volgende Maandag; en
- (iii) behoudens die bepalinge van klousule 11 (3), gedurende die tydperke genoem in klousule 11 (1): Een en een derde maal sy uurloon.

(4) *Voorbehoudbepalinge.*—Die bepalinge van subklousule (2) van hierdie klousule is nie van toepassing nie op 'n werknemer wat noodsaaklike dienste verrig en die bepalinge van subklousules (1), (2) en (3) is nie op 'n wag van toepassing nie.

11. JAARLIKSE VAKANSIETYDPERK.

(1) *Jaarlikse vakansietydperk.*—Geen werkgewer mag enige werk verrig of van 'n werknemer vereis of hom toelaat om werk te verrig, en geen werknemer mag werk, uitgesonderd noodsaaklike dienste, in die Bounywerheid onderneem of verrig nie gedurende die tydperke wat begin om—

- 4 nm. op 18 Desember 1964, en eindig om 7 vm. op 11 Januarie 1965;
- 4 nm. op 17 Desember 1965, en eindig om 7 vm. op 10 Januarie 1966;
- 4 nm. op 15 Desember 1966, en eindig om 7 vm. op 9 Januarie 1967.

(2) *Betaling ten opsigte van jaarlike vakansietydperk.*—(a) Werknemers, uitgesonderd ongeskoolde arbeiders, wagte en vakleerlinge, moet vakansietoelae in ooreenstemming met die bepalinge van klousule 12 van hierdie Ooreenkoms ontvang.

(b) 'n Werkgewer moet 'n vakleerling, ongeskoolde arbeider, minderjarige en wag in sy diens ten opsigte van die voorgeskrewe jaarlikse verloftydperk 'n bedrag betaal wat gelyk is aan die besoldiging wat hy sou ontvang het indien hy gedurende sodanige jaarlikse verloftydperk sou gewerk het; met dien verstande dat indien die dienskontrak van enige van hierdie klasse werknemers vóór die laaste betaaldag wat die begin van die vakansietydperk voorafgaan, beëindig word, die werkgewer sodanige vakleerling, minderjarige of wag minstens een kwart van sy weekloon ten opsigte van elke voltooide maand diens by hom gedurende die jaar wat dié vakansie voorafgaan, moet betaal.

(3) Wanneer, soos in subklousule (1) bepaal, 'n werknemer noodsaaklike dienste gedurende die hele jaarlikse vakansietydperk of deel daarvan verrig, moet hy 'n ooreenkomstige getal dae verlof aan die einde van die jaarlikse vakansietydperk of binne twee maande daarna verleen word om te vergoed vir die getal dae wat hy gedurende die vakansietydperk gewerk het.

12. VAKANSIEFONDS.

(1) 'n Fonds wat as die Vakansiefonds van die Bounywerheidsraad, Worcester, hieronder genoem die "Vakansiefonds", bekend hierdie Ooreenkoms in werking getree het, en alle gelde wat in die krediet van die Vakansiefonds wat ingevolge Goewermentskennisgewing No. 1465 van 23 September 1960 gestig is, staan, moet oorgedra word na genoemde Vakansiefonds.

(2) Benewens alle ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer ten opsigte van elke uur deur elkeen van sy werknemers van onderstaande klasse gewerk het, en op die manier in hierdie klousule voorgeskryf, as volg tot die Vakansiefonds bydra:

Per uur.

c.

- (i) Motorvoertuigbestuurder..... 2
- (ii) Werknemer wat blokkies- en ander vloere lê (uitgesonderd hangvloere)..... 2
- (iii) Bediener van 'n vloerskuurmasjien..... 2
- (iv) Betonwerker..... 1½
- (v) Afwitter..... 1
- (vi) Werknemer wat verwerk doen en/of ruite insit..... 3
- (vii) Werknemer in alle ander beroepe (uitgesonderd ongeskoolde arbeiders, wagte en vakleerlinge).... 3½

Met dien verstande dat genoemde bydraes ten opsigte van hoogstens 44 uur in 'n week betaalbaar is afgesien daarvan of sodanige tyd gewerk is teen gewone of oortydloone; voorts met dien verstande dat geen bydrae betaalbaar mag wees nie ten opsigte van 'n week waarin 'n werknemer hoogstens 18 uur gewerk het, maar wanneer 'n werknemer meer as 18 uur in 'n week gewerk het, is die volle weeklikse bydrae ten opsigte van 44 uur betaalbaar, of die werknemer die volle 44 uur gewerk het of nie; voorts met dien verstande dat indien 'n werknemer vir meer as 18 uur maar minder as 44 uur in 'n week gewerk het, die verskil tussen die werklike tyd gewerk en 44 uur, van sy gewone loon, teen die skaal bepaal in paragraaf (i) tot (vii) van hierdie subklousule, afgetrek mag word.

(3) Die werkgewer moet, kragtens subklousule (2), seëls ter waarde van die bydrae namens elke werknemer van die Raad koop en dit op elke betaaldag aan elkeen van sy werknemers wat daarby betrokke is, uitreik. Die seëls wat uitgereik word, moet op 'n leesbare wyse deur die werkgewer met sy naam en roeringsdatum geroeier word, en elke werknemer moet onverwyl of so gou moontlik daarna dié seël in 'n bydraeboek plak wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar word.

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

- (i) in excess of one hour overtime daily between Monday and Friday inclusive; and
- (ii) on a Saturday prior to noon: One and one-quarter times his hourly wage;

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

- (i) after noon on a Saturday;
- (ii) on a Sunday until 7.30 a.m. on the following Monday; and
- (iii) subject to the provisions of clause 11 (3), during the periods mentioned in clause 11 (1): One and one-third times his hourly wage.

(4) *Savings.*—The provisions of sub-clause (2) of this clause shall not apply to any employee engaged on essential services and the provisions of sub-clauses (1), (2) and (3) shall not apply to a watchman.

11. ANNUAL HOLIDAY PERIOD.

(1) *Annual Holiday Period.*—No employer shall perform work or require or permit any employee to perform work, and no employee shall undertake or perform work in the Building Industry other than work on essential services during the periods commencing—

- 4 p.m. on the 18th December, 1964, and ending at 7 a.m. on the 11th January, 1965;
- 4 p.m. on the 17th December, 1965, and ending at 7 a.m. on the 10th January, 1966;
- 4 p.m. on the 15th December, 1966, and ending at 7 a.m. on the 9th January, 1967.

(2) *Payment in Respect of Annual Holiday Period.*—(a) Employees other than unskilled labourers, watchmen and apprentices shall be paid holiday allowances in accordance with the provisions of clause 12 of this Agreement.

(b) An employer shall pay an apprentice, unskilled labourer, minor and watchman in his employ in respect of the prescribed annual leave period an amount equal to the remuneration which he would have received had he worked during such annual leave period: Provided that in the event of the contract of employment of any of these classes of employees terminating prior to the last pay-day preceding the commencement of the holiday period, the employer shall pay to such apprentice, minor and watchman an amount 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.

(3) Whereas provided for in accordance with sub-clause (1) an employee is employed on essential services during the whole or part of the annual holiday period he shall be given an equivalent number of days off duty at the end of the annual holiday period or within two months thereafter, to make up for the number of days worked during the holiday period.

12. HOLIDAY FUND.

(1) A fund to be styled the Worcester Building Industrial Council Holiday Fund, hereinafter referred to as the "Holiday Fund", shall be established by the Industrial Council immediately upon the coming into operation of this Agreement and any moneys standing to the credit of the Holiday Fund established under Government Notice No. 1465 of the 23rd September, 1960, shall be transferred to the said Holiday Fund.

(2) In addition to any other remuneration payable in terms of this Agreement, an employer shall in respect of each and every hour worked by each of his employees of the undermentioned classes and in the manner prescribed in this clause, contribute to the Holiday Fund as follows:—

Per Hour.

c

- (i) Driver of a motor vehicle..... 2
- (ii) Employee engaged on laying of block and other floors (excluding suspended floors)..... 2
- (iii) Operator of a floor sandpapering machine..... 2
- (iv) Concretor..... 1½
- (v) Limewasher..... 1
- (vi) Employee engaged in painting and/or glazing,.... 3
- (vii) Employees in all other trades (other than unskilled labourers, watchmen and apprentices)..... 3½

Provided that the said contributions shall be payable in respect of not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates; provided further that no contribution shall be payable in respect of any week during which an employee has worked not more than 18 hours, but when an employee has worked for more than 18 hours in any week, the full weekly contribution in respect of 44 hours shall be payable whether the employee has worked the full 44 hours or not; provided further that if an employee has worked for more than 18 hours but less than 44 hours in any week the difference between the actual time worked and 44 hours may be deducted from his ordinary wages at the rates laid down in paragraphs (i) to (vii) of this sub-clause.

(3) The employer shall purchase from the Council and shall issue to each of his employees concerned on each pay-day, stamps to the value of the contribution on behalf of such employee calculated in accordance with sub-clause (2). The stamps issued shall be legibly cancelled by the employer with his name and the date of cancellation, and each employee shall forthwith or as soon as practicable thereafter affix such stamps in a contribution book obtained from the Secretary of the Council and retained by the employee.

Elke betrokke werknemer moet so gou moontlik na die datum waarop hierdie Ooreenkoms in werking tree, aansoek doen om 'n bydraeboek op 'n vorm wat van die Raad verkry kan word. Die Raad kan volgens sy goedvinde die seëls en bydraeboeke wat in hierdie klousule bedoel word, kombineer met enige ander seëls en bydraeboeke wat die Raad ten opsigte van enige ander fonds uitreik waarvoor voorsiening in hierdie Ooreenkoms gemaak word.

(4) Die werkgewer moet die seëls wat in subklousule (3) bedoel word, van die Raad koop en te alle tye 'n voldoende voorraad daarvan voorhande hou; met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van alle ongebruikte seëls wat aan die Raad teruggegee word, van die Raad kan verkry.

(5) Onmiddellik na die eerste betaaldag in November elke jaar moet die werknemers hul bydraeboeke met die seëls daarin geplak, by hul werkgewers inlewer en die werkgewer moet in elke geval aan die betrokke werkgewer 'n getekende kwitansie wat die waarde van die seëls in die bydraeboek in die kredit van sodanige werknemer meld, ter erkenning daarvan gee.

Elke werkgewer moet onmiddellik die bydraeboeke wat hy ontvang het, per aangetekende pos of per bode aan die Sekretaris van die Raad stuur.

Die Sekretaris moet 'n kwitansie daarvoor aan die werkgewer uitreik en daarna elke bydraer in kennis stel van die datum waarop en plek waar die bedrag in die kredit van sodanige bydraer in die boeke van die Fonds, uitbetaal sal word.

(6) 'n Bydraer wat werkloos is op die eerste betaaldag in November in enige jaar moet sy bydraeboek per geregistreerde pos direk aan die Sekretaris stuur of dit self by hom aflewer.

(7) Bedrae in die kredit van bydraers moet sover moontlik op die laaste werkdag vóór die begindatum van die jaarlikse vakansietydperk elke jaar betaal word.

(8) Die Raad is nie verantwoordelik daarvoor om bedrae te betaal ten opsigte van seëls wat ingevolge subklousule (3) van hierdie klousule uitgereik is nie tensy dié seëls in 'n bydraeboek wat van die Raad verkry is, geplak en sodanige bydraeboek by die Raad in bewaring gegee is voor die afloop van ses kalendermaande vanaf die begindatum van die vakansietydperk.

Alle gelde afkomstig van die verkope van seëls wat aldus uitgereik word en wat nie by die afloop van genoemde tydperk van ses maande opgeëis word nie, val die algemene fonds van die Raad toe; met dien verstande dat die Raad verplig is om alle eise wat na genoemde tydperk van ses maande ingestel word, te oorweeg, en (sonder wetlike verpligting) te enige tyd die betaling van eise van gelde wat die Raad ingevolge hierdie subklousule toegeval het, mag goedkeur.

(9) Ingeval 'n werknemer te sterwe kom, moet die bedrag deur die Fonds aan hom verskuldig, in sy boedel inbetaal word.

(10) Alle bedrae wat die Raad in die kredit van die Fonds hou, moet van tyd tot tyd op vaste deposito of as 'n onmiddellik opeisbare belegging in 'n bank of bougenootskap belê word. Geen werknemer het enige aanspraak ten opsigte van die rente wat uit die Vakansiefonds toeval nie en hy is ook nie verantwoordelik vir enige bydrae tot die onkoste verbonde aan die administrasie van die Fonds nie.

(11) Die bedrae waarmee elke werknemer wat aan die Fonds behoort, gekrediteer word, is nie oordraagbaar en mag nie gesedeer of verpand word nie.

(12) Ingeval hierdie Ooreenkoms deur tydsverloop sou verstryk of om enige ander rede ophou om te geld, en nie binne ses maande na sodanige verstryking vir 'n verdere tydperk effektief verklaar word of deur 'n nuwe ooreenkoms van die Raad wat voorsiening maak vir die voortsetting van die Fonds, vervang word nie, moet die Raad voortgaan om die Fonds te administreer totdat dit of gelikwider is of deur die Raad oorgedra is na 'n ander Fonds wat gestig is om dieselfde rede as dié waarom die oorspronklike Fonds gestig is.

(13) Ingeval die Raad gedurende enige tydperk waarvoor hierdie Ooreenkoms ingevolge die bepalings van artikel vier-en-dertig (2) van die Wet bindend is, onthind word of ophou om te funksioneer, kan die Registrateur 'n komitee uit die gelede van die werkgewers en die werknemers in die Nywerheid aanstel op die grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet voortgaan om die Fonds te administreer. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die gelede van die werkgewers of die werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersvertenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Fonds onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die komitee. By verstryking van hierdie Ooreenkoms, moet die Fonds deur die komitee wat ooreenkomstig die bepalings van hierdie subklousule funksioneer, of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier wat uiteengesit word in subklousule (14) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(14) By die likwidasië van die Fonds ooreenkomstig die bepalings van subklousule (12) van hierdie klousule, moet die gelde wat nog in die kredit van die Fonds staan ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

Application for a contribution book shall be made by every employee affected as soon as possible after the date of coming into operation of this Agreement, and shall be on a form to be obtained from the Council. The Council may in its discretion combine the stamps and contribution books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(4) The stamps referred to in sub-clause (3) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused stamps returned to the Council.

(5) Immediately after the first pay-day in November in any year the employees shall hand in to their employers their stamped contribution books and the employer shall in each case give to the employee concerned a signed receipt in acknowledgment thereof and stating the value of the stamps therein to the credit of such employee.

Every employer shall forthwith transmit to the Secretary of the Council by registered post or by hand the contribution books received.

The Secretary shall issue to the employer a receipt therefor and shall thereafter notify each contributor of the date and place at which payment will be effected of the amount standing to the credit of such contributor in the books of the Fund.

(6) A contributor who is unemployed on the date of the first pay-day in November in any year shall forward his contribution book by registered post or by hand to the Secretary direct.

(7) Payment of amounts to the credit of contributors shall, as far as practicable be made on the last working day before the date of commencement of the annual holiday period in any year.

(8) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (3) of this clause unless such stamps are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of six calendar months from the date of commencement of the holiday period.

Any moneys derived from the sale of stamps so issued and not claimed for at the expiration of the said period of six calendar months shall accrue to the general funds of the Council, provided that the Council shall be obliged to consider on the merits all claims made after the said period of six calendar months and may (without legal liability) authorise at any time the payment of claims from moneys which have accrued to the Council in terms of this sub-clause.

(9) In the case of the death of an employee the amounts due to him from the Fund shall be paid into his estate.

(10) All amounts held by the Council to the credit of the Fund shall be invested from time to time on fixed deposit or on call with a bank or building society. No employee shall have any claim in respect of interest accruing to the Holiday Fund, neither shall he be responsible for any contribution towards the expense of administering the Fund.

(11) The amounts credited to each employee in the Fund shall not be transferable and cannot be ceded or pledged.

(12) Should this Agreement expire by effluxion of time or cessation from any other cause, and not within six months thereof be declared effective for a further period or be superseded by a new agreement of the Council providing for the continuation of the Fund, the Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(13) In the event of the dissolution of the Council or in the event of it ceasing to function during any period for which this Agreement is binding, in terms of section thirty-four (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (14) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(14) Upon liquidation of the Fund in terms of sub-clause (12) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(15) Die inkomste- en uitgawerekenings van die Fonds moet jaarlikse voor of op 31 Maart vir die 12 maande wat geëindig het op 31 Desember van die vorige jaar, deur 'n openbare rekenmeester geouditeer word. 'n Afskrif van die rekenings, gesertifiseer deur die Raad se Ouditeur en medeonderteken deur die Voorsitter van die Raad, saam met enige verslag wat deur genoemde Ouditeur daaroor uitgebring is, moet aan die Nywerheidsregistrateur gestuur word en 'n afskrif moet by die kantoor van die Raad vir inspeksie lê.

13. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkgewer moet by alle werkplekke geriewe verskaf sodat gereedskap veilig weggesluit kan word. Die werkgewer is aan die eienaar van sodanige gereedskap aanspreeklik vir alle verliese wat laasgenoemde kan ly as gevolg van brand op die bouterrein.

(2) Die werkgewer moet slypstene vir die skerpmak van gereedskap by die werkplek verskaf. Waar geen slypstene by 'n werkplek verskaf word nie, moet geskikte tyd en fasiliteite aan timmermans en skrynwerkers toegestaan word om hulle gereedskap voor diensbeëindiging in orde te bring.

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

- (a) *Asfaltwerkers*.—Rollers, borsels en reihoute.
- (b) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en snystukke langer as 12 duim en alle hamers swaarder as 3 lb.
- (c) *Klipmesselaars en -kappers*.—
 - (i) Gereedskap om graniet of harde klip mee te bewerk.
 - (ii) Vir klippkappers geskikte afdakke waarvan die dak minstens 10 voet van die grondoppervlakte af is—hierdie bepaling is nie van toepassing of klein werksies op bouterreine nie.
 - (iii) 'n Werknemer om gereedskap skerp te maak.
- (d) *Skilders en plakkers*.—Alle gereedskap, uitgesonderd stop-verfmesse, stoffers en plakkwaste en skêre.
- (e) *Pleisteraars*.—Daghaplanke en staanders van geskikte hoogte, rollers en spesiale gereedskap vir granoliet.
- (f) *Loodgieters*.—
 - (i) Masiene wat in die werkwinkel of by die werkplek gebruik word.
 - (ii) Afsteekpenne en klinkstawe en bore van alle groottes.
 - (iii) Draadsnygereedskap soos stok en snymoere, snytappe en ratels.
 - (iv) Pypsnijgereedskap en -skroewe.
 - (v) Spesiale en swaar kalfaatysters en vuurkonkas.
 - (vi) Metaalpotte en groot gietlepele.
 - (vii) Beitel, pons en muurpenne langer as 9 duim.
 - (viii) Soldeerboute.
 - (ix) Vyle en ystersaagblaie.
 - (x) Drowels meer as 9 duim in deursnee.
 - (xi) Klinknaelstelle van Grootte No. 12 en groter, en groefkappgereedskap.
 - (xii) Pons, hol of solied, meer as $\frac{1}{4}$ (kwart) duim in deursnee.
 - (xiii) Moersleutels en tange langer as 12 duim.

14. DIENSBEËINDIGING.

(1) 'n Werknemer wat sy diens by 'n werkgewer wil beëindig, en 'n werkgewer wat die diens van sy werknemer wil beëindig, moet minstens twee uur kennis gee.

(2) Die werkgewer kan sy werknemer twee uur se loon plus lewenskostetoelae betaal in stede van die kennis te gee waarop die werknemer geregtig is.

(3) Indien 'n werknemer sou ophou met werk sonder dat hy sy werkgewer die kennis gegee het wat in subklousule (1) van hierdie klousule voorgeskryf word, mag die werkgewer 'n bedrag wat gelyk is aan die loon betaalbaar ingevolge klousule 4 van hierdie Ooreenkoms plus lewenskostetoelae daarop, van enige besoldiging wat aan sodanige werknemer verskuldig is, aftrek.

(4) 'n Werknemer wat as timmerman of messelaar of pleisteraar of skrynwerker in diens is, moet toegelaat word om gedurende die kennisgewingstydperk wat in subklousule (1) bedoel word, sy gereedskap in orde te bring.

(5) Ondanks die bepalings van subklousules (1) tot (4) van hierdie klousule, mag geen kennisgewing van 'n werknemer wat vir minder as vyf opeenvolgende dae vir dieselfde werkgewer gewerk het, vereis word nie.

15. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK.

Werkgewers en werknemers moet die volgende reëls nakom:—

- (1) *Betonwerk*.—'n Werkgewer moet 'n werknemer wat ononderbroke in diens moet wees terwyl beton *in situ* gegooi word, teen 'n skaal van minstens 24c per uur in diens neem en die enigste plig van hierdie werknemer moet wees om toesig te hou oor ander persone wat hierdie werk doen, en geen werknemer wat aldus in diens is, mag lone teen 'n laer skaal aanneem nie.
- (2) 'n Werkgewer moet 'n ambagsman wat saagblaie insit, klippe regsit vir saagwerk en/of nuwe klippe vassit of alle klippe gelykmaak vir poleermasjiene, lone teen minstens 57c per uur betaal, en geen ambagsman wat aldus in diens is, mag lone teen 'n laer skaal aanneem nie.
- (3) 'n Werkgewer mag nie toelaat dat die werkbanks van klippmesselaars minder as ses voet van mekaar af is nie, of dat stof gedurende werke met uitlaat- of ander lug afgeblaas word nie.

(15) The revenue and expenditure accounts of the Fund shall be audited by a public accountant each year not later than the 31st March for the twelve months ending the 31st December of the previous year. A copy of the accounts, certified by the Council's auditor and countersigned by the chairman of the Council together with any report made thereon by the said auditor shall be transmitted to the Industrial Registrar and a copy shall also lie for inspection at the office of the Council.

13. STORAGE AND SUPPLY OF TOOLS.

(1) The employer shall provide on all jobs facilities where tools may be locked away safely. The employer shall be liable to the owner of such tools for any loss the latter may suffer as a result of fire on the building site.

(2) The employer shall provide on the job grindstones for sharpening tools. Where no grindstones are provided on a job suitable time and facilities shall be granted to carpenters and joiners to put their tools in order prior to termination of employment.

(3) Employers shall provide in the case of:—

- (a) *Asphalters*.—Rollers, brushes and straight edges.
- (b) *Carpenters*.—All cramps, handscrews, glue brushes, wrenches, crowbars, augers and bits over 12 inches long and all hammers over 3 lb.
- (c) *Stonemasons and Stonecutters*.—
 - (i) Tools for working granite and hard stones.
 - (ii) For stonecutters suitable sheds, the roofs of which must be less than 10 feet from ground level—this provision shall not apply to small jobs on building sites.
 - (iii) An employee to sharpen tools.
- (d) *Painters and Paperhangers*.—All tools except putty knives, dusters and paperhangers' brushes and scissors.
- (e) *Plasterers*.—Dagga-boards and stands of suitable height, rollers and special tools for granolithic.
- (f) *Plumbers*.—
 - (i) Machines used in the shop or on the job.
 - (ii) Stakes and riveting bars and drills of all sizes.
 - (iii) Screwing-tackle such as stock, 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 9 inches in length.
 - (viii) Soldering irons.
 - (ix) Files and hack-saw blades.
 - (x) Mandrills over 9 inches in diameter.
 - (xi) Rivet sets from No. 12 rivet and over and grooving tools.
 - (xii) Punches over $\frac{1}{4}$ (quarter) inch in diameter hollow or solid.
 - (xiii) Wrenches and tongs over 12 inches in length.

14. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating his employment with an employer, and an employer desirous of terminating the employment of his employee shall give at least two hours' notice.

(2) The employer may, in lieu of the notice to which such employee is entitled, pay his employee two hours' wage plus cost of living allowance.

(3) Should an employee cease work without having given to his employer the notice prescribed in sub-clause (1) of this clause, the employer may deduct from any remuneration due to such employee an amount equivalent to the wage payable in terms of clause 4 of this Agreement plus cost of living allowance thereon for a period equal to such notice.

(4) An employee employed as a carpenter or bricklayer or plasterer or joiner shall be allowed to put his tools in order during the period of notice referred to in sub-clause (1).

(5) Notwithstanding the provisions of sub-clauses (1) to (4) of this clause, no notice shall be required of an employee who has worked for the same employer for less than five consecutive days.

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

Employers and employees shall observe the following rules:—

- (1) *Concrete Work*.—An employer shall employ an employee at the rate of not less than 24c per hour who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this work, and no employee so employed shall accept wages at a lower rate of pay.
- (2) An employer shall pay a journeyman employed in fixing saw blades, setting stones ready for sawing and/or fixing new or levelling all stones for polishing machines, wages at not less than 75c per hour, and no journeyman so employed shall accept wages at a lower rate.
- (3) An employer shall not permit masons' bankers to be less than six feet apart or dust to be blown off with exhaust or other air during working hours.

- (4) 'n Werkgewer mag nie by die oprigting van 'n gebou of struktuur binne die gebied waarop hierdie Ooreenkoms betrekking het, klip gebruik wat afgewerk is in 'n gebied in die Republiek van Suid-Afrika waarin 'n laer loonskaal vir sodanige klipafwerking van toepassing is nie.
- (5) Alle haakse klip moet in die werkgewer se werkplek bewerk word, maar mag by die klipgroef kleiner gemaak word alleenlik deur die gebruik van 'n klein spinterhamer. Wanneer die werkgewer se werkplek naby die klipgroef geleë is, moet dié werkplek afdoende beskerm wees en werknemers beveliging verleen teen die gevare wat gepaard gaan met uitgroewing.
- (6) *Steierwerk.*—'n Werkgewer moet seker maak dat alle steierwerk van gawe materiaal onder toesig van 'n bekwame persoon, vir wie die werkgewer minstens 57c per uur moet betaal, behoorlik opgerig word, en geen ambagsman wat aldus in diens is, mag lone teen 'n laer tarief aanneem nie.
- (7) 'n Werkgewer mag nie toelaat dat 'n lugkompressor in 'n skuur waar werknemers klippe kap, werk nie, en moet seker maak dat sodanige masjien op 'n afstand van minstens 30 voet van 'n klipmesselelaar terwyl hy klippe kap, werk, tensy hy afdoende beskerming vir die werknemers wat naby die lugkompressor werk, verskaf het.

16. WERKENDE WERKGEWERS OF WERKENDE VENNOTE.

Alle werkende werkgewers en/of werkende vennote moet die werkure wat ingevolge hierdie Ooreenkoms bepaal is ten opsigte van die ambag wat hy verrig, nakom.

17. SKUILINGS TEEN WEER.

Werkgewers moet, waar bouwerk aan die gang is, te alle tye geskikte onderdak verskaf waarin werknemers gedurende reënweer kan skuil.

18. LATRINES.

Werkgewers moet behoorlike sanitêre geriewe op alle werkplekke verskaf. Die geriewe wat vir werknemers wat Blankes is, verskaf word, moet apart wees van dié wat verskaf word aan werknemers wat Kleurlinge en Bantoes is.

Wanneer daar rioolaansluitings is, moet latrines aan die rioolstelsel verbind word voordat daar met die werk 'n aanvang gemaak word en moet die latrines aan die vereistes van plaaslike owerhede beantwoord. In alle gevalle waar ander stelsels in werking is, moet werkgewers seker maak dat toesig daaglik gehou word ten einde sindelikhed te verseker.

19. INDIENSNEMING VAN MINDERJARIGES.

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

20. DIENSSERTIFIKAAT.

By beëindiging van die dienskontrak van 'n werknemer, moet 'n werkgewer dié werknemer van 'n dienssertifikaat wat die volgende aantoon, voorsien: die volle name van die werkgewer en werknemer, die aard van die werknemer se diens, die datum van aanvang en beëindiging van diens, die loonskaal ten tyde van die diensbeëindiging, en die redes vir die beëindiging van die diens.

21. FONDSE VAN DIE RAAD.

Die fondse van die Raad, wat in die Raad gevestig is en deur hom geadmistreer word, moet op die volgende wyse deur hydraes bygebring word:—

- (1) Op die eerste weeklikse betaaldag nadat hierdie Ooreenkoms in werking getree het en op elke betaaldag daarna moet elke werkgewer van die loon wat elkeen van sy werknemers vir wie lone in die Ooreenkoms voorgeskryf word, die volgende bedrag aftrek:—
 - (a) In die geval van ongeskoolde arbeiders 2c per week;
 - (b) in die geval van werknemers vir wie lone in klousule 4 (1) (a) (vi) en 4 (1) (a) (vii) van hierdie Ooreenkoms voorgeskryf word: 8c per week;
 - (c) in die geval van betonwerkers, werknemers wat blokkies en ander vloere lê (uitgesonderd hangvloere), werknemers wat afwitwerk doen en bedieners van skuurmasjiene: 2½c per week;
 - (d) in die geval van motorvoertuigbestuurders: 3c per week.

By elke bedrag wat ingevolge paragraaf (a), (c) en (d) hierbo afgetrek word, moet die werkgewer 'n bedrag voeg wat gelyk is aan sodanige bedrag, en by elke bedrag wat ingevolge paragraaf (b) afgetrek is, moet die werkgewer 'n bedrag van 5c byvoeg.

- (2) Die werkgewer moet seëls ter waarde van die bedrag wat van die werknemer se lone afgetrek word, plus die bedrag wat ingevolge subklousule (1) hiervan bygevoeg word, van die Raad koop en dit op elke betaaldag aan elkeen van sy werknemers wat daarby betrokke is, uitreik. Die seëls wat uitgereik word, moet op 'n leesbare wyse deur die werkgewer gerojear word met sy naam en die datum van rojering, en elke werknemer moet onmiddellik of so gou moontlik daarna, sodanige seël in die bydraeboek wat hy van die Sekretaris van die Raad verkry het en wat deur homself bewaar word, plak.
- (3) Elke betrokke werknemer moet so gou moontlik na die datum waarop hierdie Ooreenkoms in werking tree, aansoek doen om 'n bydraeboek op 'n vorm wat van die Raad verkry moet word. Die Raad kan na goedvinde die seëls

- (4) An employer shall not in the erection of a building or structure within the area to which this Agreement relates, utilise stone which has been dressed in an area in the Republic of South Africa in which a lower minimum scale of wages is in operation for such stone dressing.
- (5) All square stone shall be worked in the employer's working place on the job, but may be reduced in size at the quarry by the use of a small hammer only. When the employer's working place is situated at the quarry, such working place shall be adequately protected and afford employees security against the hazards inherent in the work of quarrying.
- (6) *Scaffolding.*—An employer shall ensure that all scaffolding is properly erected of sound material and under the supervision of a competent person to whom the employer shall pay not less than 57c per hour, and no journeyman so employed shall accept wages at a lower rate.
- (7) An employer shall not permit an air compressor to be operated in a shed where employees are engaged on cutting stone and shall ensure that such machine is operated at a distance of not less than 30 feet from any mason whilst cutting stone, unless he has provided adequate protection for the employees working near the air compressor.

16. WORKING EMPLOYERS OR WORKING PARTNERS.

Any working employer and/or working partner shall observe the hours of work laid down in terms of this Agreement in respect of the trade in which he is engaged.

17. WET WEATHER SHELTER.

At any time where building operations are being carried out, employers shall provide accommodation in which employees may take shelter during wet weather.

18. LATRINES.

Proper sanitary accommodation shall be provided by employers on all jobs. The accommodation provided for employees who are White persons shall be separate from that provided for employees who are Coloured persons and Natives.

Whenever sewerage connections exist, latrines shall be connected with the sewerage system prior to starting the work and must meet the local authority requirements. In all cases where other systems are in operation employers shall ensure that daily supervision is exercised to ensure cleanliness.

19. EMPLOYMENT OF MINORS.

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

20. CERTIFICATES OF SERVICE.

An employer shall upon termination of the contract of employment of an employee, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of the employee's employment, the date of commencement and termination of the employment, the rate of remuneration on the date of such termination of employment, and the reasons for the termination of such employment.

21. COUNCIL FUNDS.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided by means of contributions in the following manner:—

- (1) On the first weekly pay-day after this Agreement comes into operation and on each pay day thereafter, every employer shall deduct from the wages of each of his employees for whom wages are prescribed in the Agreement an amount of—
 - (a) in the case of unskilled labourers: 2c per week;
 - (b) in the case of employees for whom wages are prescribed in clause 4 (1) (a) (vi) and 4 (1) (a) (vii) of this Agreement: 8c per week;
 - (c) in the case of concretors, layers of block and other floors (excluding suspended floors), employees engaged on lime-washing and operators of sandpapering machines: 2½c per week;
 - (d) in the case of drivers of motor vehicles: 3c per week.
 To every amount deducted in terms of paragraphs (a), (c) and (d) above the employer shall add an equal amount and to every amount deducted in terms of paragraph (b) the employer shall add an amount of 5c.
- (2) The employer shall purchase from the Council and shall issue to each of his employees concerned on each pay-day, stamps to the value of the deduction made from the employees' wages plus the amount added by the employer in terms of sub-clause (1) hereof. The stamps issued shall be legibly cancelled by the employer with his name and date of cancellation, and each employee shall forthwith or as soon as practicable thereafter, affix such stamp in the contribution book obtained from the Secretary of the Council and retained by the employee.
- (3) Application for a contribution book shall be made by every employee affected as soon as possible after the date of coming into operation of this Agreement and shall be on a form to be obtained from the Council. The Council may in its discretion combine the stamps and contribution

en bydraeboeke wat in hierdie klousule bedoel word, kombineer met enige ander seëls en bydraeboeke wat die Raad uitreik ten opsigte van enige ander fonds waarvoor voorsiening in hierdie Ooreenkoms gemaak word.

- (4) Die werkgewer moet die seëls wat in subklousule (2) bedoel word, van die Raad koop en 'n genoegsame voorraad daarvan te alle tye voorhande hou; met dien verstande dat 'n werkgewer 'n terugbetaling van die Raad kan verkry ter waarde van alle ongebruikte seëls wat aan die Raad teruggegee word.
- (5) Bydraeboeke en seëls is nie oordraagbaar nie en hulle mag ook nie gesedeer of verpand word nie.

22. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalinge van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navrae te doen, dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig is.

23. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale in sy bedryfsinrigting op 'n plek wat maklik vir sy werknemers toeganklik is, vertoon hou.

24. VRYSTELLINGS.

(1) Die Raad mag omrede 'n persoon se ouderdom of swakheid of om enige ander goeie of afdoende rede, aan hom of ten opsigte van hom vrystelling van enige van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van persone aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen is, die voorwaardes waaronder sodanige vrystelling moet werk, vasstel; met dien verstande dat die Raad, indien hy dit gerade ag, nadat een week skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingslisensie mag intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalinge van hierdie klousule verleen is, 'n lisensie uitreik wat hy onderteken het en wat die volgende noem:—

- Die volle naam van die betrokke persone;
 - die bepalinge van die Ooreenkoms waarvan vrystelling verleen is;
 - die voorwaardes vasgestel ooreenkomstig die bepalinge van subklousule (2) van hierdie klousule, ingevolge waarvan sodanige vrystelling verleen is; en
 - die tydperk waarin die vrystelling geld.
- (4) Die Sekretaris van die Raad moet—
- 'n afskrif van elke lisensie wat uitgereik word, behou; en
 - waar 'n vrystelling aan 'n werkgewer verleen word 'n afskrif van die vrystellingslisensie aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalinge van 'n vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik word, nakom.

25. BEDRAG AFGETREK TEN OPSIGTE VAN SIEKTEBYSTAND.

(1) Vir die doel van 'n siektebystandsfonds moet elke werkgewer 'n bedrag van 67c aftrek van die besoldiging elke week verskuldig aan elkeen van sy werknemers wat lid is van die vakvereniging, wat 'n party by hierdie Ooreenkoms is, en vir wie lone in paragrawe (vi) en (vii) van subklousule (1) (a) van klousule 4 voorgeskryf word; met dien verstande dat die bepalinge van hierdie subklousule nie van toepassing is nie ten opsigte van enige sodanige werknemer wat vir 18 uur of minder in 'n bepaalde week vir dieselfde werkgewer gewerk het.

(2) Ten opsigte van die bedrae wat ingevolge subklousule (1) van hierdie klousule, afgetrek word, moet die werkgewer op elke betaaldag aan elkeen van die werknemers wat daarby betrokke is, een seël ter waarde van 67c uitreik wat op 'n leesbare wyse deur hom gerokeer is met sy naam en die datum van uitreiking.

(3) Die werkgewer moet die seëls wat in subklousule (2) van hierdie klousule bedoel word, van die Raad koop en die werkgewer moet te alle tye 'n afdoende voorraad daarvan voorhande hou; met dien verstande dat 'n werkgewer 'n terugbetaling van die Raad mag verkry ter waarde van alle ongebruikte seëls.

(4) Die Raad moet alle gelde ten opsigte van seëls wat werkgewers ingevolge subklousule (3) van hierdie klousule koop, aan die Siekefonds van The Western Province Building and Allied Trades betaal, met dien verstande dat alle bedrae wat ten opsigte van die waarde van alle ongebruikte seëls aan werkgewers terugbetaal word, van sodanige inbetalings afgetrek moet word.

(5) Ingeval die Raad ophou om te funksioneer of die registrasie daarvan gekanselleer word en wanneer die Ooreenkoms bindend bly ingevolge artikel vier-en-dertig (2) van die Wet, kan die Registrateur 'n komitee uit die werkgewers en werknemers in die Nywerheid aanstel op die grondslag van 'n gelyke getal werkgewer- en werknemerverteenwoordigers en sekondusse in die ledetal van die komitee, of die Registrateur kan 'n trustee of trustees aanstel om die pligte van die Raad, soos bepaal in subklousules (3) en (4) van hierdie klousule, uit te voer. Vir dié doel besit sodanige komitee of trustees al die magte van die Raad.

(6) Die seëls wat ingevolge subklousule (2) van hierdie klousule aan elke werkgewer uitgereik word, moet deur sodanige werknemer in 'n bydraeboek, wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word, geplak word.

books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other Fund for which provision is made in this Agreement.

(4) The stamps referred to in sub-clause (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused stamps returned to the Council.

(5) Contribution books and stamps are not transferable, nor can they be ceded or pledged.

22. AGENTS.

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement. It shall be the duty of every employer and employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purposes.

23. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement in both official languages exhibited in his establishment in a place readily accessible to his employees.

24. EXEMPTIONS.

(1) The Council may on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

(2) The Council shall fix in respect of persons granted exemption under sub-clause (1) of this clause the conditions subject to which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause a licence signed by him setting out—

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, subject to which such exemption is granted; and
- the period which the exemption shall operate.

(4) The Secretary of the Council shall—

- retain a copy of each licence issued; and
- where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this clause.

25. SICK BENEFIT DEDUCTION.

(1) Every employer shall deduct an amount of 67c from the remuneration due every week to each of his employees who is a member of the Trade Union which is a party to this Agreement and for whom wages are prescribed in paragraphs (vi) and (vii) of sub-clause (1) (a) of clause 4 for the purpose of a sick benefit fund; provided that the provisions of this sub-clause shall not apply in respect of any such employee who has worked for the same employer for 18 hours or less in any one week.

(2) The employer shall in respect of the amounts deducted by him in terms of sub-clause (1) of this clause issue on each pay-day to each of the employees concerned one stamp to the value of 67c, which stamp shall be legibly cancelled by him with his name and the date of issue.

(3) The stamps referred to in sub-clause (2) of this clause shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times, provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(4) The Council shall pay to The Western Province Building and Allied Trades' Sick Fund all moneys in respect of stamps purchased by employers in terms of sub-clause (3) of this clause, provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments.

(5) In the event of the Council ceasing to function or being de-registered, and where the Agreement remains binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a committee from the employers and employees in the Industry on the basis of equality of employer and employee representatives and alternates in the membership of the committee, or the Registrar may appoint a trustee or trustees to carry out the duties of the Council as laid down in sub-clauses (3) and (4) of this clause. Such committee or trustees shall possess all the power of the Council for such purpose.

(6) The stamps issued to each employee in terms of sub-clause (2) of this clause shall be affixed by such employee in a contribution book to be obtained from the Secretary of the Council and retained by the employee.

(7) Die werknemer moet aansoek doen om 'n bydraeboek op 'n vorm wat van die Raad verkry word en wat deur die werknemer ingevul word, waarop die werknemer se volle naam en adres, sy beroep en naam van die vakvereniging waarvan hy lid is, gemeld word, met sy gewone handtekening daarop.

(8) Die Raad kan na goedvinde die seëls en bydraeboeke wat in hierdie klousule bedoel word, kombineer met enige ander seëls en bydraeboeke wat die Raad uitreik ten opsigte van enige ander fonds waarvoor voorsiening in hierdie Ooreenkoms gemaak word.

26. REGISTRASIE VAN WERKGEWERS EN REGISTERS.

(1) Elke werkgewer in die Nywerheid moet binne 14 dae ná die datum waarop hierdie Ooreenkoms van krag word, en in die geval van 'n werkgewer wat met sy besigheid begin nadat die Ooreenkoms van krag geword het, binne 14 dae nadat hy aldus met sy besigheid begin het, die Sekretaris van die Raad van die naam waaronder en die adres waarvandaan hy sy besigheid dryf, in kennis stel.

(2) Die registers wat daar van sodanige werkgewer verwag word om by te hou ingevolge artikel *sewe-en-veertig* van die Wet, moet te alle tye beskikbaar wees by die adres bedoel in subklousule (1) van hierdie klousule, of op die werktein indien sodanige adres buite die landdrosdistrik Worcester is.

(3) Die registers bedoel in subklousule (2) van hierdie klousule moet op aanvraag deur die werkgewer op die plek voorgeskryf in subklousule (2) aan 'n agent van die Raad wat ingevolge klousule 22 van die Ooreenkoms aangestel is, getoon word.

(4) Die registers bedoel in subklousule (2) van hierdie klousule moet op aanvraag deur die werkgewer by genoemde adres getoon word aan enige aangewese agent wat deur die Minister aangestel is ingevolge artikel *twee-en-sestig* van die Wet om die Raad in die verrigting van sy funksies behulpsaam te wees.

(5) Benewens die besonderhede wat daar in die register bedoel in subklousule (2) van hierdie klousule, aangeteken moet word, moet die werkgewer ook die getal jare diens in die geval van vakleerlinge aanteken.

27. BEDRAG AFGETREK TEN OPSIGTE VAN LEDEGELD AAN 'N VAKVERENIGING.

(1) Die vakvereniging wat 'n party is by hierdie Ooreenkoms moet van tyd tot tyd, maar minstens een keer elke kwartaal in die jaar 'n ledelys, wat die Raad moet sirkuleer onder alle werkgewers wat ingevolge klousule 26 van hierdie Ooreenkoms by die Raad geregistreer is, aan die Sekretaris van die Raad voorleë.

(2) Elke werkgewer moet 'n bedrag van 33 sent afrek van die besoldiging wat weekliks verskuldig is aan elkeen van sy werknemers wat lede is van die vakvereniging wat 'n party by hierdie Ooreenkoms is en vir wie lone-in-paragraaf (vi) en (vii) van subklousule (1) (a) van klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(3) Die werkgewer moet ten opsigte van die bedrag wat hy ingevolge subklousule (2) van hierdie klousule afgetrek het, op elke betaaldag aan elkeen van die werknemers wat daarby betrokke is een seël ter waarde van 33 sent wat op 'n leesbare wyse deur hom met sy naam en die datum van uitreiking geroeër is, uitreik, en sodanige werknemers moet onmiddellik of so gou moontlik daarna die seëls plak in 'n bydraeboek wat van die Sekretaris van die Raad verkry en deur die Raad gehou word. Elke betrokke werknemer moet so gou moontlik ná die datum waarop hierdie Ooreenkoms in werking tree, aansoek doen om 'n bydraeboek op 'n vorm wat van die Raad verkry moet word.

(4) Die werkgewer moet die seëls wat in subklousule (2) van hierdie klousule bedoel word, van die Raad koop en 'n genoegsame voorraad daarvan te alle tye voorhande hou; met dien verstande dat 'n werkgewer 'n terugbetaling van die Raad kan verkry ter waarde van alle ongebruikte seëls.

(5) Die Raad moet alle gelde ten opsigte van seëls wat werkgewers ingevolge subklousule (2) van hierdie klousule koop, aan die Western Province Building Worker's Union betaal, met dien verstande dat alle bedrae wat ten opsigte van die waarde van alle ongebruikte seëls aan werkgewers terugbetaal word, van sodanige inbetalings afgetrek moet word.

(6) Onmiddellik ná die eerste betaaldag in November elke jaar moet die betrokke werknemers hulle bydraeboeke, met die seëls daarin geplak, aan die Raad oorhandig en die Raad moet in elke geval 'n getekende ontvangsbewys ter erkenning daarvoor aan die betrokke werknemer gee.

(7) Die Raad kan na goedvinde die seëls en bydraeboeke wat in hierdie klousule bedoel word, kombineer met enige ander seëls en bydraeboeke wat die Raad uitreik ten opsigte van enige ander fonds waarvoor voorsiening in hierdie Ooreenkoms gemaak word.

28. BESOEKE DEUR AMPTELIKE ORGANISEERERS VAN DIE VAKVERENIGING.

Behoudens die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger, toestemming wat nie op onredelike wyse weerhou moet word nie, moet amptelike organiseerders van die vakvereniging wat 'n party by hierdie Ooreenkoms is, toegelaat word om enige werknemer op die terrein gedurende enige onderbreking in die werkure, te spreek of met hom oorleg te pleg.

Namens die partye op hede die 10de dag van September 1964, te Worcester onderteken.

J. DE V. KEYTER, *Voorsitter*.
A. BASSADIEN, *Ondervoorsitter*.
C. COHEN, *Sekretaris*.

(7) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation, name of the Trade Union of which he is a member and bearing his usual signature.

(8) The Council may in its discretion combine the stamps and contribution books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

26. REGISTRATION OF EMPLOYERS AND RECORDS.

(1) Every employer in the Industry shall, within fourteen days from the date this Agreement comes into force, and in the case of an employer who commences business after the Agreement comes into force, within fourteen days from the date he so commences business, notify the Secretary of the Council of the name under which he carries on his business and the address from which his business is carried on.

(2) The records which such employer is required to keep in terms of section *fifty-seven* of the Act, shall at all times be available at the address referred to in sub-clause (1) of this clause, or at the site of the work, if such address be outside the Magisterial District of Worcester.

(3) The records referred to in sub-clause (2) of this clause shall be produced by the employer at the place prescribed in sub-clause (2) on demand to any agent of the Council appointed in terms of clause 22 of the Agreement.

(4) The records referred to in sub-clause (2) of this clause shall be produced by the employer at the said address on demand to any designated agent appointed by the Minister in terms of section *sixty-two* of the Act to assist the Council in carrying out its functions.

(5) In addition to the particulars required to be entered in the record referred to in sub-clause (2) of this clause, the employer must also enter in the record the number of years experience in the case of apprentices.

27. TRADE UNION SUBSCRIPTION DEDUCTION.

(1) The Trade Union which is party to this Agreement shall from time to time but not less than once every quarter of each year submit to the Secretary of the Council a list of its members which the Council shall circulate amongst all employers registered with the Council in terms of clause 26 of this Agreement.

(2) Every employer shall deduct an amount of thirty-three cents from the remuneration due every week to each of his employees who is a member of the Trade Union which is a party to this Agreement and for whom wages are prescribed in paragraphs (vi) and (vii) of sub-clause (1) (a) of clause 4 of this Agreement.

(3) The employer shall in respect of the amount deducted by him in terms of sub-clause (2) of this clause issue on each pay-day to each of the employees concerned one stamp to the value of thirty-three cents, which stamp shall be legibly cancelled by him with his name and the date of issue, and such employees shall forthwith or as soon as practicable thereafter affix such stamps in a contribution book obtained from the Secretary of the Council and retained by the Council. Application for a contribution book shall be made by every employee affected as soon as possible after the date of coming into operation of this Agreement, and shall be on a form to be obtained from the Council.

(4) The stamps referred to in sub-clause (2) of this clause shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times, provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(5) The Council shall pay to the Western Province Building Workers' Union all moneys in respect of stamps purchased by employers in terms of sub-clause (2) of this clause, provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments.

(6) Immediately after the first pay-day in November of each year the employees concerned shall hand to the Council their stamped contribution books and the Council shall in each case give to the employee concerned a signed receipt in acknowledgement thereof.

(7) The Council may in its discretion combine the stamps and contribution books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

28. VISITS BY OFFICIAL TRADE UNION ORGANISERS.

Subject to the consent of the employer or his duly authorised representative, which consent shall not be unreasonably withheld, official organisers of the Trade Union which is a party to this Agreement shall be permitted to interview or consult with any employee on the site during any break in hours of work.

Signed at Worcester on behalf of the parties this 10th day of September, 1964.

J. DE V. KEYTER, *Chairman*.
A. BASSADIEN, *Vice-Chairman*.
C. COHEN, *Secretary*.

No. R. 95.] [15 Januarie 1965.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, WORCESTER.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet of Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermenskennisgewing No. R. 94 van 15 Januarie 1965, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 96.] [15 Januarie 1965.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

BOUNYWERHEID, WORCESTER.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bounywerheid wat by Goewermenskennisgewing No. R. 94 van 15 Januarie 1965 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 95.] [15 Januarie 1965.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

BUILDING INDUSTRY, WORCESTER.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice No. R. 94 of the 15th January, 1965, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
Minister of Labour.

No. R. 96.] [15 Januarie 1965.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

BUILDING INDUSTRY, WORCESTER.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Building Industry, published under Government Notice No. R. 94 of the 15th January, 1965.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

No.	BLADSY
Departement van Arbeid.	
GOEWERMENSKENNISGEWINGS.	
R. 94. Wet op Nywerheidsversoening, 1956: Bounywerheid, Worcester: Ooreenkoms	1
R. 95. Wet op Fabriek, Masjinerie en Bouwerk, 1941: Bounywerheid, Worcester	13
R. 96. Wet op Oorlogsmaatreëls, 1940: Bounywerheid, Worcester	13

CONTENTS.

No.	PAGE
Department of Labour.	
GOVERNMENT NOTICES.	
R. 94. Industrial Conciliation Act, 1956: Building Industry, Worcester: Agreement	1
R. 95. Factories, Machinery and Building Work Act, 1941: Building Industry, Worcester	13
R. 96. War Measures Act, 1940: Building Industry, Worcester	13

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