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*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2291.] [15 September 1950.
NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, WORCESTER.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Bounywerheid, Worcester, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 15de dag van Januarie 1952, bindend is vir die werkgewers-organisasie en vakverenigings wat genoemde ooreenkoms aangegaan het en vir die werkgewers- en werknemers wat lede is van daardie organisasie of daardie verenigings;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van die genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 22, 24 en 25 van die genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig op die 15de dag van Januarie 1952, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die Magistraatsdistrik Worcester; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 22, 24 en 25 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 15de dag van Januarie 1952, in die Magistraatsdistrik Worcester *mutatis mutandis* van toepassing is ten opsigte van persone in diens van genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2291.] [15 September 1950.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, WORCESTER.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, Worcester, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 15th day of January, 1952, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 22 (inclusive), 24 and 25 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 15th January, 1952, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial District of Worcester;
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Worcester, from the second Monday after the date of publication of this notice and for the period ending the 15th day of January, 1952, the provisions contained in clauses 1, 3 to 22 (inclusive), 24 and 25 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID IN DIE MAGISTRAATSDISTRIK WORCESTER.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan en gesluit deur die

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

Worcester Boubedryf Vereniging en die
„Western Province Building, Electrical and Allied Trades' Union”

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

wat die partye is by die Nywerheidsraad vir die bou-, elektrotegniese en verwante bedrywe, Worcester.

1. BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die magistraatsdistrik Worcester deur alle werknemers vir wie lone hierin voorgeskryf word, en deur alle werkgewers in die bounywerheid wat onderskeidelik lede is van die vakverenigings en werkgewersorganisasies; met dien verstande dat die bepalings nie van toepassing is op persone werksaam met die oprigting, onderhou, herstel of verbouing op plase van woonhuise of ander geboue waarvan die koste van oprigting, onderhoud, herstel of verbouing altesaam nie meer as £250 bedra nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Die Ooreenkoms tree in werking op die datum wat deur die Minister kragtens artikel 48 van die Wet vasgestel word en bly van krag tot 15 Januarie 1952, of vir 'n termyn wat deur hom vasgestel word.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet en verwysings na 'n wet sluit alle wysigings van dié Wet in; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;
„Bounywerheid” of „Nywerheid”, sonder om in watter opsig ook die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgever en werknemer verbonde is vir die doel van oprigting, voltooiing, vernouing, herstel, onderhoud of verbouing van geboue en bouwerke en/of die vervaardiging van artikels vir gebruik in die oprigting, voltooiing of verbouing van geboue en bouwerke hetsy die werk gedoen, die materiaal berei, of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en sluit alle werk in wat uitgevoer word deur persone daarin wat in die volgende vakke of onderafdelings daarvan werksaam is:—

Asfaltwerk, wat die lê van asfaltvloere en -dakke insluit, die lê van malthoid- of rubbervloere en die waterdigmaak van kelderverdiepings en fondamente;

messelwerk, wat betonwerk insluit en die aanbring van betonblokke, of plate, beteeëling van vloere en mure, voegwerk, plaveiwerk, mosaïekwerk, sigwerk in leiklip, in marmer en in komposisie, rioolaanleg (behalwe kalvater van voë), leide en lê van pandakke;

elektreiese installasies, wat elektrotegniese monterwerk en bedrading insluit asook werksaamhede wat daarmee gepaard gaan;

vernies, wat poleer met 'n kwas of kussinkie insluit en spuit met 'n komposisie;

skrynerwerk, wat die vervaardiging van alle skrynerwerkartikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

hyserinstallering, wat die vervaardiging van hyserbakke of -kooie insluit, asook die installering en/of onderhoud van hysers;

glas in lood en ander metale set, wat die vervaardiging en aanbring van ligte en reklametekens insluit, en glaswerk in verband daarmee;

klipmesselwerk, wat klipkap en -bou (ook die kap en bou van sierklipwerk en monumentklipwerk), insluit, betonwerk en die plaas of bou van vooraafgevormde of kunsklip of marmer, plaveiwerk, mosaïekwerk, voegwerk, beteeëling van vloere en mure, bediening van klippewerkmasjinerie, behalwe klippoleermasjinerie en skerpmaak van klippappergereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die aanbring van staalplafonne, metaalvensterrame, metaaldeure, bouersmidswerk, metaalrame en metaaltrappe en boukundige metaalwerk insluit, die vervaardiging en/of aanbring van getrokke metaalwerk en plate en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of die bouwerk aangebring word of nie;

skilderwerk, wat sierwerk, plakkerswerk, ruite insit, koutwaterverf-, wit- en kleurekalk, beits, vernis, houtvlamwerk, marmerwerk en spuit insluit, en ook letterskilder en muurversiering;

INDUSTRIAL COUNCIL AGREEMENT FOR THE BUILDING INDUSTRY IN THE MAGISTERIAL DISTRICT OF WORCESTER.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between the

Worcester Master Builders' and Allied Trades' Association
(hereinafter called “the employers” or “the employers' organization”), of the one part, and the

Worcester Boubedryf Vereniging and the Western Province Building, Electrical and Allied Trades' Union
(hereinafter called “the employees” or “the trade union”), of the other part,

being the parties to the Industrial Council of the Building, Electrical and Allied Trades, Worcester.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Worcester by all employees for whom wages are prescribed herein, and by all employers in the Building Industry who are members of the trade unions and employers' organisation respectively; provided that the terms shall not apply to persons engaged in the erection, maintenance, repair or alteration on farms of dwelling-houses or other buildings, the cost of erection, maintenance, repair or alteration whereof does not exceed a total of £250.

2. TERM OF APPLICATION 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 until 15th January, 1952, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, 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, 1937;

“Building Industry” or “industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining, or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work performed by persons therein who are engaged in the following trades or subdivisions thereof:—

Asphalting, which includes the fixing of asphalt floors and roofs, the laying of malthoid or rubber floors and the waterproofing of basements and foundations;

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 (other than caulking joints), slating and roof tiling;

electrical installation, which includes electrical fitting and wiring and operations incidental thereto;

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

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the article in the building or structure is done by the person making or preparing the article used;

lift installation, which includes the manufacture of lift cars or cages, and the erection and/or maintenance of lifts;

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

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and the fixing building of pre-cast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stone-working machinery other than stone-polishing machinery and the sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

painting, which includes the processes of decorating, paper-hanging, glazing, distempering of walls, lime and colour washing of walls, staining, varnishing, graining, marbling, spraying, signwriting and wall decorating;

pleisterwerk, wat modelleer insluit, granolitiese en komposisievloere, komposisievloerbedekking en poleer van mure, voorafgevormde of kunsklipwerk, beteeëling van mure en vloere, plaveiwerk en mosaïekwerk, hetsy die artikels, wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat loodswiswerk insluit, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, loodkalfater, ventilasie, verwarming, warm- en kouwateraanleg, brandinstallasie en die vervaardiging en aanbring van alle metaalplaatwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankmonterings, wat die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstallkaste, toonbanke, afskortings en binnetoebehoere insluit;

staalversterking in situ;

staalbouwerk, wat die aanbring van alle klasse staal of ander metaalpilare insluit, metaalbalke, staalstutbalke of metaal in watter vorm ook al wat deel van 'n gebou of bouwerk uitmaak;

houtbewerking, wat timmermanswerk insluit, houtbewerking, masjienwerk, houtdraai, houtsnij, aanbring van dakyster, geluid- en akoestiek materiaal, kurk- en asbesisolasie, aanbring van houtlatjies, komposisieplafon en -muurbedekking, muurproppe maak, houtwerk bedek met metaal, blokkies- en ander soorte vloere, met inbegrip van hout of kurk, met inbegrip van skuurpapierbewerking daarvan, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

„noodsaaklike dienste”, alle werk wat noodsaaklik verrig moet word om die gesondheid en die veiligheid van die publiek te verseker of om enige ander nywerheid, besigheid of onderneming voort te sit;

„distrikswerk”, alle werk in die magistraatsdistrik Worcester, maar buite 'n straal van twee myl van die hoofkantoor, Worcester, af;

„stukwerk”, enige werkselsel waarvolgens 'n werknemer se verdienste op die hoeveelheid of omvang van die verrigte werk gebaseer is;

„behoorlike slaapplek”, 'n waterdigte skuilplek met 'n houtvloer waar dit nodig is, en die nodige was- en gemakgeriewe;

„ruite insit”, wat die sny en/of insit van alle soorte glas of ander soortgelyke produkte in hout- of metaalrame insluit;

„ervaring”, met betrekking tot werknemers vir wie 'n veranderende loonskaal by klousule 4 (1) voorgeskryf word, die totale dienstryd of dienstrye wat 'n werknemer in die besondere bedryf gehad het waarin hy in diens is;

„vakman of gekwalifiseerde werknemer”, 'n werknemer wat 'n leertyd ingevolge die Wet op Vakleerlinge, 1922, soos gewysig, of die Wet op Vakleerlinge, 1944, deurloop het; of—

(a) met betrekking tot die bedrywe skilder en/of ruite insit, 'n werknemer wat minstens drie jaar ervaring in dié bedrywe gehad het; of

(b) met betrekking tot alle ander vakmanne, 'n werknemer wat minstens vyf jaar ervaring in die betrokke bedryf gehad het;

„motorvoertuigbestuurder”, 'n werknemer wat uitsluitlik of hoofsaaklik motorvoertuie bestuur;

„bou”, wat mure, stutmure of monumente insluit.

4. LONE.

(1) (a) Onderworpe aan die ander bepalings van hierdie klousule, mag geen werkgewer laer lone as ondergenoemde betaal en geen werknemer mag dit aanneem nie:—

	Per uur.	
	s.	d.
(i) Bestuurder van motorvoertuig	1	10
(ii) Bediener van vloerskuurmasjien	1	8
(iii) Werknemer in die bedrywe skilder en/of ruite insit—		
gekwalfiseer	1	10
nie gekwalfiseer—		
gedurende 1ste jaar ervaring	0	7½
gedurende 2de jaar ervaring	0	9½
gedurende 3de jaar ervaring	1	1½
daarna	1	10
(iv) Werknemer in alle ander bedrywe—		
gekwalfiseer	2	8
nie gekwalfiseer—		
gedurende 1ste jaar ervaring	0	7½
gedurende 2de jaar ervaring	0	9½
gedurende 3de jaar ervaring	1	1½
gedurende 4de jaar ervaring	1	5½
gedurende 5de jaar ervaring	1	11
daarna	2	8
(v) Ongeskoolde arbeiders	0	9

(b) *Verskillende lone.*—'n Werknemer wat op 'n dag twee of meer klasse werk verrig waarvoor teen verskillende loonskale betaal moet word, moet vir alle ure wat op daardie dag gewerk is, teen die hoogste skaal wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, betaal word.

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing of walls, precast or artificial stone work, wall and floor tiling, paving, mosaic work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

steel reinforcing, in situ;

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

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 woodwork with metal, laying of block and other floors, including wood and cork, and sand papering of same, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

“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;

“district job” means any work within the Magisterial District of Worcester, but beyond a radius of two miles from the General Post Office, Worcester;

“piece work” means any system of work under which an employee's earnings are based on quantity or output of work done;

“suitable sleeping accommodation” means a waterproof shelter with a wooden floor where necessary and the necessary washing and lavatory accommodation;

“glazing”, which includes the cutting and/or fitting of any glass or similar products in wooden or metal frames;

“experience”, in relation to such employees for whom a sliding wage scale is prescribed in clause 4 (1), the total period or periods of employment an employee has had in the particular trade in which he is employed;

“journeyman” or “qualified employee” means an employee who has served a period of apprenticeship in terms of the Apprenticeship Act, 1922, as amended, or the Apprenticeship Act, 1944; or

(a) in relation to the trades of painting and/or glazing, an employee who has had not less than three years experience in such trades; or

(b) in relation to all other journeymen, an employee who has had not less than five years' experience in the trade concerned;

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

“building”, which includes any walls, retaining walls or monuments.

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.	
	s.	d.
(i) Driver of a motor vehicle	1	10
(ii) Operator of a floor sandpapering machine	1	8
(iii) Employee in the trades of painting and/or glazing—		
qualified	1	10
unqualified—		
during first year of experience	0	7½
during second year of experience	0	9½
during third year of experience	1	1½
thereafter	1	10
(iv) Employee in all other trades—		
qualified	2	8
unqualified—		
during first year of experience	0	7½
during second year of experience	0	9½
during third year of experience	1	1½
during the fourth year of experience	1	5½
during the fifth year of experience	1	11
thereafter	2	8
(v) Unskilled labour	0	9

(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 sub-clause (1) of this clause, for all hours worked on such day.

(2) *Gevaarlike werk.*—'n Werkgewer moet sy werknemer benewens die loon wat in subklousule (1) voorgeskryf is, minstens 10 persent van die loon betaal ten opsigte van elke uur of gedeelte van 'n uur wat die werknemer gevaarlike werk verrig. Vir die toepassing van hierdie subklousule, beteken „gevaarlike werk” enige werk—

- (a) wat in 'n staats-, provinsiale of munisipale wet of regulasie met betrekking tot die bouwyerheid as gevaarlik geklassifiseer is en van toepassing is in 'n stad of plek waar sulke werk verrig word;
- (b) wat aan die buitekant van 'n gebou verrig word, behalwe gedurende die oprigting van 'n nuwe gebou, of op of vanaf 'n sweefsteier, hangstoeltjie, of 'n dak of uitskuipeleer, of op 'n hoogte van meer as 30 voet bo die grond, in verband met die vernuwing, verbouing of herstel van so'n gebou of die aanbring van ligte of die ophang van vlaggies;
- (c) wat aan 'n alleenstaande steen- of staalskoorsteen verrig word op 'n hoogte van meer as 30 voet bo die grond;
- (d) wat in ou riole verrig word.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof waarna in klousule 11 verwys word, moet voor die aanvang van die verlof aan die werknemer betaal word.

(4) *Besoldiging vir werk op Sondag.*—As 'n werknemer op 'n Sondag werk, moet sy werkgewer hom of—

- (a) minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tyd wat hy gewoonlik op 'n weekdag werk, of
- (b) teen minstens 1½ maal sy gewone loon ten opsigte van die hele tyd wat hy op die Sondag gewerk het en hom binne sewe dae van die Sondag een dag vakansie toestaan en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op die vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het.

(5) *Betaling vir werk op openbare vakansiedae.*—(a) As 'n werknemer nie op Goeie-Vrydag of Dingaansdag werk nie, moet sy werkgewer hom ten opsigte van dié dag betaal teen minstens sy gewone loon asof hy op dié dag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het.

(b) As 'n werknemer op Goeie-Vrydag, Dingaansdag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom ten opsigte van die totale tyd deur hom op dié dag gewerk, minstens sy gewone loon betaal, plus die besoldiging waartoe hy geregtig sou gewees het as hy nie op daardie dag gewerk het nie.

(6) Die besoldiging wat ingevolge subklousules (4) en (5) van hierdie klousule betaalbaar is, moet aan die betrokke werknemer op of voor die eerste betaaldag betaal word wat volg op die tyd ten opsigte waarvan die besoldiging betaalbaar is.

(7) Geen bepaling in hierdie Ooreenkoms kan die besoldiging verminder wat 'n werknemer onmiddellik voor die datum ontvang het waarop hierdie Ooreenkoms van krag word.

(8) *Lewenskostetoelae.*—Die lewenskostetoelae wat betaalbaar is, moet ooreenkomstig die bepalings wees van Oorlogsmaatregel No. 43 van 1942, soos gewysig, of ooreenkomstig 'n maatregel wat dit vervang.

5. STUKWERK.

Die uitgee van werk op stukwerkbasis deur werkgewers of die verrigting daarvan deur werknemers is verbode.

6. BETALING VAN LONE EN OORTYD.

(1) Alle verskuldigde lone, oortydverdiensle en alle ander besoldiging moet weekliks voor stakingstyd op Vrydag, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer val, kontant betaal word.

Betaling vir distrikswerk moet gemaak word op tye wat onderling deur werkgewer en werknemer bepaal word.

(2) Alle verskuldigde lone, oortydverdiensle en alle ander besoldiging moet aan werknemers oorhandig word in verseelde koeverte waarop die name van die werkgewer en werknemer, die getal ure wat gewerk is en kortings wat afgetrek mag wees, die ingeslote bedrag vermeld word.

(3) Onderworpe aan klousule 22 moet lone, verdienste vir oortydwerk en alle ander besoldiging ten volle sonder aftrekkings, van watter aard ook, betaal word; met dien verstande dat 'n bedrag wat ingevolge 'n wet, ordonnanse of regsgeeding namens die werknemer deur die werkgewer betaal is, afgetrek mag word.

7. DISTRIKSWERK.

Werknemers wat gestuur word om distrikswerk te doen waar daar 'n redelike treindiens beskikbaar is, moet ondergenoemde toelae deur die werkgewer betaal word:—

- (1) In die geval van 'n werknemer wat daaglik huistoe kan gaan en dit ook doen, 'n spoorwegkaartjie, tweede klas, daaglik. Betaling word slegs gedoen vir tyd wat werklik op die werk deurgebring word.
- (2) In die geval van 'n werknemer wat nie daaglik huistoe kan gaan nie—
 - (i) 'n reiskaartjie, tweede klas, na en van die werk by die aanvang en voltooiing van die werk. Daar word slegs betaal vir tyd gedurende werkure gereis teen die gewone uurloon van die betrokke werknemer soos by klousule 4 voorgeskryf;

(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:—

- (a) 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;
- (b) 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 or more than 30 feet from ground level in connection with the renovation or repair of such building or the erection of illuminations or the hanging of bunting;
- (c) performed on an independent chimney or steel stack at a height of more than 30 feet from the ground level;
- (d) 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) *Remuneration for Work on Sundays.*—Whenever an employee works on a Sunday, his employer shall pay the employee either—

- (a) not less than double the remuneration payable in respect of the period which he ordinarily works on a week-day; or
- (b) at the rate of not less than one and a third times his ordinary wage in respect of the whole period worked on such Sundays and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) *Payment for Work on Public Holidays.*—(a) Whenever an employee does not work on Good Friday or Dingaan's Day, 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 of the week.

(b) Whenever an employee works on Good Friday, Dingaan's Day, Christmas Day or New Year's Day 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 day.

(6) The remuneration payable in terms of sub-clauses (4) and (5) of this 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.

(7) No provision of this agreement shall operate to reduce the remuneration an employee received immediately before the date of which this Agreement comes into force.

(8) *Cost of Living Allowances.*—The cost of living allowances payable shall be in accordance with the provisions of War Measure No. 43 of 1942 as amended, or any subsequent measure replacing same.

5. PIECE-WORK.

The giving out by employers or the performance by employees of work on a piece-work basis is prohibited.

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 may be made at such time as mutually agreed upon 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, and the amount enclosed.

(3) Subject to clause 22 wages, earnings for overtime, and all other remuneration shall be paid in full without any deductions; provided that any amount paid by the employer in terms of any act, ordinance or legal process on behalf of the employee may be deducted.

7. DISTRICT WORK.

Employees sent to perform district work, where a reasonable train service is available, shall be paid the following allowances by the employer:—

- (1) In the case of an employee who can and does return home daily, a railway ticket, second class return, daily. Only for time actually worked on the job, will payment be made.
- (2) In the case of an employee who cannot return home daily—
 - (i) a railway ticket, second class, to and from the job at the commencement and completion of the job respectively. Only time travelled during working hours will be paid for at the ordinary hourly rate of the employee concerned as prescribed in clause 4;

- (ii) 'n werknemer wat gedurende naweke huistoe kan gaan en teen die gewone aanvangtyd op Maandae by die werk terug kan wees, is geregtig tot 'n spoorwegkaartjie, tweede klas, elke naweek; met dien verstande dat die werk binne 'n straal van 50 myl van die hoofposkantoor, Worcester, geleë is; en al om die ander week tot 'n spoorwegkaartjie, tweede klas, as die werk buite 'n straal van 50 myl van die hoofposkantoor, Worcester, is; maar as die reis nie onderneem word nie, is geen betaling in plaas van die reiskaartjie betaalbaar nie en geen loon is betaalbaar ten opsigte van tyd gedurende dié naweek gereis nie;
- (iii) in die geval van vakmanne, 2s. 6d. per dag vir slaapgeleentheid waar huisvesting deur die werkgewer verskaf is en 2s. 6d. vir slaapgeleentheid plus 7s. 6d. per dag in plaas van huisvesting.
- (iv) in die geval van ongeskoolde arbeiders, 1s. per dag vir slaapgeleentheid waar die werkgewer skuilplek verskaf het en 1s. per dag vir slaapgeleentheid en 2s. 6d. huisvestingtoelae in plaas van huisvesting.

8. STAPTYD EN VERVOER.

(1) Wanneer 'n werk buite 'n straal van twee myl van die hoofposkantoor, Worcester geleë is, moet die werkgewer aan elke werknemer wat by daardie werk in diens is 'n kwartier se loon vir elke myl of gedeelte van 'n myl van die afstand buite die hierbo genoemde twee myl straal, betaal.

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

(3) 'n Werkgewer is geregtig om in plaas van bostaande self vervoer te verskaf, of om vir vervoer in albei rigtings oor die betrokke afstand te betaal in plaas van die toelae te betaal wat hierbo genoem word.

(4) Alle tyd wat 'n werknemer nodig het om na en van die werk te gaan, word nie as deel van die gewone werkure wat by klousule 9 (i) voorgeskryf is, gereken nie.

(5) Alle werknemers wat tot toelae ten opsigte van stap- of vervoertyd geregtig is, moet dié toelaes tesame met hul ander besoldiging betaal word.

9. WERKURE.

(1) Behalwe soos anders by subklousules (2) en (4) van hierdie klousule bepaal, mag die gewone werkure nie meer as 44 uur per week van die vyf werkdae wees nie, en mag soos volg verdeel word:—

Van Maandae tot Donderdae, hoogstens 9 uur per dag, tussen 7.15 vm. en 5.30 nm.; Vrydae, hoogstens 8 uur tussen 7.15 vm. en 4.30 nm. Met dien verstande dat ingeval geen ontbytonderbreking van 15 minute toegestaan word nie, die uitskeityd op 'n dag op of voor 5.15 nm. op Maandae tot Donderdae en 4.15 nm. op Vrydae moet wees.

(2) 'n Werkgewer mag werknemers aanneem om in twee of drie skofte gedurende 'n tydperk van 24 uur te werk; met dien verstande dat geen werknemer meer as een skof van 9 uur binne 'n tydperk van 24 uur op vyf dae per week mag werk nie; en voorts met dien verstande dat die totale getal werkure van 'n werknemer nie meer as 44 per week mag wees nie. Een van die skofte moet gewerk word binne die ure voorgeskryf in subklousule (1) van hierdie klousule. 'n Werknemer wat 'n ander skof werk as die skof binne dié ure, moet die uurloon ontvang wat betaalbaar is ingevolge klousule 4 van hierdie Oorenkoms, plus 10 persent.

(3) Geen werknemer mag solank as wat hy by 'n werkgewer in diens is, hetsy vir besoldiging of nie, werk in die bounywerheid, vra, onderneem of verrig nie, behalwe dat die werknemer werk vir homself mag doen.

(4) *Etensonderbrekings.*—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om op 'n dag meer as vyf uur aanneem te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en die pouse word nie as deel van die gewone werkure of oortydure beskou nie; met dien verstande dat as die pouse langer as een uur duur alle tyd bo 1½ uur beskou word as deel van die gewone werkure, of na gelang van die geval, van oortydure.

(5) *Werkure moet aaneenlopend wees.*—Behalwe soos bepaal by subklousule (4), en die bepalinge van subklousule (1), moet alle werkure aaneenlopend wees.

10. OORTYDDIENS.

(1) *Oortydure.*—Alle tyd oor die getal ure gewerk wat ten opsigte van 'n dag of week by klousule 9 (1) voorgeskryf is, moet beskou word as oortyddiens en in die geval van 'n werknemer, behalwe 'n skofwerker, moet alle ure wat voor of na die tyd wat by klousule (9) (1) bepaal is, as oortydure beskou word.

(2) *Beperking van oortyddiens.*—'n Werkgewer mag nie van sy werknemers vereis of hulle toelaat om vir meer as tien uur oortyd per week te werk nie.

(3) *Betaling vir oortyddiens.*—'n Werkgewer moet sy werknemer betaal teen minstens 1½ maal sy gewone loon ten opsigte van die eerste 4 uur oortyddiens wat deur hom gedurende 'n week gewerk is, en daarna teen dubbel sy gewone loon vir elke uur of gedeelte van 'n uur.

(4) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie van toepassing op 'n werknemer wat noodsaaklike diens doen nie.

(ii) an employee who can go home during week-ends and return to the job at the ordinary starting time on Mondays is entitled to a railway ticket, second class, every week-end; provided that the job is situated within a radius of 50 miles from the General Post Office, Worcester; and every second week to a railway ticket, second class, when the job is situated beyond a radius of 50 miles from the General Post Office, Worcester; but if the journey is not undertaken no payment in lieu of such railway ticket shall be payable, and no wages are payable in respect of time travelled during such week-end;

(iii) in the case of artisans, 2s. 6d. per day sleeping out allowance where accommodation is provided by the employer and 2s. 6d. per day sleeping out allowance plus 7s. 6d. per day in lieu of accommodation;

(iv) in the case of unskilled labourers, 1s. per day sleeping out allowance where the employer has provided shelter and 1s. per day sleeping out allowance and 2s. 6d. accommodation allowance in lieu of such shelter.

8. WALKING AND TRANSPORT TIME.

(1) When a job is situated beyond a radius of two miles from the General Post Office, Worcester, an employee sent to work on the job shall be paid a quarter of an hour's wages for every mile or part of a mile of the distance to the work beyond the distance of 2 miles referred to above.

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

(3) An employer shall be entitled to provide transport himself or to pay for transport both ways over the distance referred to 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 be outside the ordinary hours of work prescribed in clause 9 (i).

(5) All employees entitled to allowances in respect of walking time or transport time shall be paid such allowances together with their other remuneration.

9. HOURS OF WORK.

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

From Mondays to Thursdays not more than 9 hours per day, between 7.15 a.m. to 5.30 p.m.; Fridays, not more than 8 hours between 7.15 a.m. to 4.30 p.m. Provided that where a 15 minute break is not given for breakfast the finishing time on any day shall be not 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 24 hours on five days per week and provided further that the total number of working hours of such employee shall not exceed 44 hours during any week. One of the shifts shall be worked within the hours prescribed in sub-clause (1) of this Clause. An employee working any shift other than that within such hours shall be paid the hourly wage payable in terms of Clause 4 of this Agreement, plus ten per cent.

(3) No employee whilst in the employ of an employer, shall solicit, undertake or perform any work in the building industry on his own account on Saturdays, Sundays or any public holiday, whether for remuneration or not, save that such employee may perform work for himself.

(4) *Meal Breaks.*—An employer shall not require nor 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.

(5) *Hours of Work to be Consecutive.*—Except as provided in sub-clause (4), and the provisions of sub-clause (1), all working hours shall be consecutive.

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 an employee other than a shift worker all hours worked before or after the times 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 overtime for more than ten hours in any week.

(3) *Payment for Overtime.*—An employer shall pay his employee at a rate of not less than one and a third times his ordinary wage in respect of the first 4 hours overtime worked by him during any week and thereafter at double his ordinary wage for every hour or part of an hour.

(4) *Savings.*—The provisions of sub-clause (2) of this clause shall not apply to an employee engaged on essential services.

11. JAARLIKSE VERLOF.

(1) *Jaarlikse sluitingstyd.*—Geen werkgewer mag werk verrig of van 'n werknemer vereis of hom toelaat om werk te verrig en geen werknemer mag onderneem om in die bounywerheid werk te verrig n.e., behalwe werk vir noodsaaklike dienste, gedurende die tydperke—

- (a) wat om 7.15 vm. op Vrydag, 22 Desember 1950, begin en om 7.15 vm. op Maandag, 8 Januarie 1951, eindig;
- (b) wat om 7.15 vm. op Vrydag, 21 Desember 1951, begin en om 7.15 vm. op Maandag, 7 Januarie 1952, eindig.

(2) *Betaling ten opsigte van die jaarlikse verloftyd.*—(a) *Werknemers, behalwe ongeskoolde arbeiders:* Werknemers behalwe ongeskoolde arbeiders moet betaal word ooreenkomstig die bepaling van artikel 12 (Verloffonds) van hierdie Ooreenkoms.

(b) *Ongeskoolde arbeiders.*—(i) As 'n ongeskoolde arbeider in diens is op of in verband met persele wat nie geregistreer of nie as 'n fabriek ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word nie, is hy, op die datum van die jaarlikse verlof in 'n jaar, en benewens enige ander verskuldigde besoldiging, geregtig tot en moet hy een week se loon betaal word asook die lewenskostetoelae teen die loonskaal wat hy onmiddellik voor die jaarlikse verloftyd ontvang het; met dien verstande dat as die werknemer teen daardie datum nie twaalf maande diens by sy werkgewer voltooi het nie, hy minstens 'n halfdag se loon en lewenskostetoelae ten opsigte van elke voltooide maand diens by sy werkgewer betaal moet word.

(ii) As 'n ongeskoolde arbeider in 'n inrigting werk wat as 'n fabriek kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of geregistreer moet word, moet die betaling waarna verwys word, ooreenkomstig artikel 21 van daardie Wet wees.

(3) As 'n ongeskoolde werknemer se dienskontrak voor die jaarlikse verloftyd in 'n jaar eindig, is hy geregtig tot en moet hy op die datum van sy diensbeëindiging betaal word, in die geval van werknemers wat nie op persele werk wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is nie, minstens 'n halfdag se loon en lewenskostetoelae in plaas van verlof vir elke voltooide maand diens by sy werkgewer gedurende die onvoltooide jaar gereken van die datum van die inwerking-treding van hierdie Ooreenkoms, of die datum van die vorige jaarlikse sluitingstyd, watter een ook al die kortste is, en teen die loon wat hy onmiddellik voor die datum van diensbeëindiging ontvang het; met dien verstande dat in die geval van ongeskoolde werknemers op persele geregistreer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, die *pro rata* betaling in plaas van verlof of diensbeëindiging, ooreenkomstig die bepaling van artikel 21 (3) van daardie Wet moet wees.

(4) As 'n werknemer soos bepaal by subklousule (1), noodsaaklike diens doen gedurende die hele of gedeelte van die jaarlikse sluitingstyd moet hy aan die einde van die jaarlikse sluitingstyd, of binne twee maande daarna, 'n ooreenstemmende getal dae vry afgegee word om te vergoed vir die getal dae wat hy gedurende die sluitingstyd gewerk het.

Vir die toepassing van hierdie klousule sluit die uitdrukking „diens” 'n tyd of tye in gedurende welke die werknemer—

- (i) ingevolge subklousule (1) met verlof is;
- (ii) verplig is om opleiding kragtens die Zuid Afrika Verdedigingswet, 1912, te ondergaan;
- (iii) op las of op versoek van sy werkgewer afwesig is;

en dit moet beskou word dat diens begin het—

- (a) in die geval van 'n werknemer wat voorheen tot verlof geregtig was, van die datum af waarop dié verlof opgeloopt het;
- (b) in die geval van alle ander werknemers, van die datum af waarop diens begin het, maar nie voor een jaar voor die inwerkingtreding van hierdie Ooreenkoms nie.

12. VERLOFFONDS.

(1) 'n Fonds, bekend as die „Verloffonds van die Nywerheidsraad van die Bou-, Elektrotegniese en Verwante Nywerhede (Worcester)”, moet binne vier weke na die datum van inwerkingtreding van hierdie Ooreenkoms deur die Nywerheidsraad ingestel word en bedrae wat ingevolge subklousule (2) van hierdie artikel deur die Raad namens die fonds gehou word, moet van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of bougenootskap belê word.

(2) Benewens enige ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer ten opsigte van elke uur deur elkeen van sy werknemers (behalwe ongeskoolde arbeiders) gewerk, en soos voorgeskryf by hierdie artikel, soos volg bydra tot die verloffonds van die Nywerheidsraad van die Bou-, Elektrotegniese en Verwante Nywerhede (Worcester):—

- (a) Ambagsmanne: 3d. per uur;
- (b) bedieners van vloerskuurmasjine: 2d. per uur;
- (c) motorvoertuigbestuurders: 2d. per uur;

met dien verstande dat die genoemde bydraes op hoogstens 44 uur in 'n week betaalbaar is, hetsy die tyd teen gewone of teen oortydskade gewerk is of nie.

(3) Die werkgewer moet ten opsigte van die bedrae kragtens subklousule (2) bygedra, seëls van die Raad koop en aan elkeen van die betrokke werknemers op elke betaaldag tot die waarde van die bydrae uitreik. Die uitgereikte seëls moet leesbaar deur hom met sy naam en die datum gekanselleer wees, en elke werknemer moet onmiddellik of so gou doenlik die seëls in 'n bydraeboekie inplak wat van die Sekretaris van die Raad verkry en deur die werknemer gehou moet word.

11. ANNUAL HOLIDAY PERIOD.

(1) *Annual Closing Period.*—No employer shall perform or require or permit any employees to perform work, and no employee shall undertake or perform work in the building industry other than work on essential services during the periods:—

- (a) Commencing from 7.15 a.m. on Friday, 22nd December, 1950, until 7.15 a.m. on Monday, 8th January, 1951.
- (b) Commencing from 7.15 a.m. on Friday 21st December, 1951, until 7.15 a.m. on Monday, 7th January, 1952.

(2) *Payment in respect of Annual Closing Period.*—(a) *Employees other than unskilled labourers:* Employees other than unskilled labourers shall be dealt with in accordance with the provisions of Section 12 (Holiday Fund) of this Agreement.

(b) *Unskilled Labourers.*—(i) Where an unskilled labourer is employed in or in connection with premises which are not registered or liable for registration as Factories in terms of the Factories, Machinery & Building Works Act, 1941, he shall, as at the date of the annual holiday period in any year, and in addition to any other remuneration due, be entitled to and shall be paid one week's pay and cost of living allowance at the rate of pay he was receiving immediately prior to such holiday period; provided that if the employee has not completed twelve months employment with his employer as at that date, he shall be paid not less than half a day's pay and cost of living allowance in respect of each completed month of service with his employer.

(ii) Where an unskilled labourer is employed in an establishment registered or liable for registration as a Factory in terms of the Factories, Machinery and Building Works Act, 1941, the payment referred to shall be in accordance with Section 21 of that Act.

(3) where an unskilled employee's contract of service terminates prior to the annual closing period in any year, he shall be entitled to and shall on the date of such termination be paid, in the case of employees not working in premises registered as factories in terms of the Factories, Machinery and Building Works Act, 1941, not less than one half a days pay and cost of living allowance in lieu of leave for each completed month of service with his employer during the incomplete year calculated from the date of coming into operation of this Agreement, or the date of the previous annual closing period whatever is the lesser and at the rate of pay he was receiving immediately prior to such date of termination.

Provided that in the case of unskilled employees in premises registered in terms of the Factories, Machinery and Building Works Act, 1941, the *pro rata* payment in lieu of leave or termination of service shall be in accordance with the provisions of Section 21 (3) of that Act.

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

For the purpose of this clause, the expression “employment” shall be deemed to include any period or periods during which an employee is—

- (i) absent on leave in terms of sub-clause (1);
- (ii) required to undergo training under the South African Defence Act, 1912;
- (iii) absent from work on the instructions or at the request of his employer;

and employment shall be deemed to have started—

- (a) in the case of an employee who was formerly entitled to leave, from the date on which such leave had accrued;
- (b) in the case of all other employees from the date on which employment commenced, but not earlier than one year before the commencement of this Agreement.

12. HOLIDAY FUND.

(1) A fund known as the “Industrial Council for the Building, Electrical and Allied Trades (Worcester) Holiday Fund” shall be opened by the Industrial Council not later than four weeks after the date of coming into operation of this Agreement, and amounts held by the Council to the credit of the fund in accordance with sub-clause (2) of this section shall be invested from time to time on fixed deposit or on call with a bank or building society.

(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 (other than unskilled labourers) and in the manner prescribed in this section contribute to the Industrial Council for the Building, Electrical and Allied Trades (Worcester) Holiday Fund an amount as follows:—

- (a) Artisans: 3d. per hour;
- (b) Operators of floor sandpapering machine: 2d. per hour;
- (c) Motor vehicle drivers: 2d. per hour;

provided that the said contributions shall be payable on not more than 44 hours in any week irrespective of whether such time was worked at ordinary or overtime rates.

(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.

Aansoek om 'n bydraeboekie moet so gou moontlik na die datum van inwerkingtreding van hierdie Ooreenkoms deur elke betrokke werknemer gedoen word op vorms wat by die Raad te kry is.

(4) Die seëls, genoem in subartikel (3), moet deur die werkgewer van die Raad gekoop word en 'n toereikende reserwevoor-raad moet te alle tye deur die werkgewer gehou word, met dien verstande dat 'n werkgewer terugbetaling vir die waarde van alle ongebruikte seëls van die Raad kan ontvang.

(5) Onmiddellik na die eerste betaaldag na 15 November elke jaar, moet die werknemers hul bydraeboekies met die seëls daarin by hul werkgewers indien, waarvoor 'n ontvangsbewys aan hulle uitgereik moet word, met 'n aantekening van die waarde van die seëls daarin waarmee die werknemer gekrediteer word. Onmiddellik daarna moet elke werkgewer die ontvangte bydraeboekies per geregistreerde pos aan die Sekretaris van die Raad stuur.

Die Sekretaris moet 'n ontvangsbewys daarvoor aan die werkgewer uitreik en daarna elke bydraer van die datum en plek verwittig waarop die bedrag, op naam van die bydraer in die boeke van die fonds, uitbetaal sal word.

(6) 'n Bydraer wat werkloos is op die datum van die eerste betaaldag na 15 November moet sy bydraeboekie regstreeks per geregistreerde pos aan die Sekretaris stuur.

(7) Betaling van die bedrae wat bydraers toekom, moet vir sover doenlik gemaak word tussen 15 November en die datum van die jaarlikse sluitingstyd van die jaar.

(8) Die Raad is nie aanspreeklik vir betaling ten opsigte van seëls wat kragtens subklousule (3) van hierdie klousule aan werknemers uitgereik is nie tensy die seëls in 'n bydraeboekie wat van die Raad verkry is, ingeplak is en die bydraeboekie voor verloop van ses kalendermaande na die aanvangsdatum van die verloftydperk by die Raad ingedien is. Alle gelde wat van die verkoop van seëls wat aldus uitgereik is, verkry word en nie na verloop van die genoemde tydperk van ses kalendermaande opgeëis is nie, vervel aan die algemene fonds van die Raad, met dien verstande dat die Raad verplig is om alle eise wat na verstryking van die genoemde tydperk van ses kalendermaande ingedien word op hulle meriete te behandel en kan (sonder wettige aanspreeklikheid) te eniger tyd magtiging verleen vir betaling van eise uit gelde wat kragtens hierdie subklousule aan die Raad vervel het.

(9) In die geval van sterfte van 'n werknemer, moet die bedrag wat aan hom uit die fonds verskuldig is, aan sy boedel uitbetaal word.

(10) Alle bedrae wat deur die Raad op krediet van die fonds gehou word, kan van tyd tot tyd deur die Raad belê word op vaste deposito, of op 'n lopende rekening, by 'n bank of bougenootskap. Geen werknemer het enige aanspraak op rente wat deur die fonds gekweek word nie, ook kan hy nie aanspreeklik gehou word vir bydraes tot die beheerkoste van die fonds nie.

(11) Die bedrae waarmee elke werknemer in die fonds gekrediteer word, is nie oordraagbaar en kan nie gesedeer of verpand word nie.

(12) Ingeval van verstryking van hierdie Ooreenkoms deur verloop van tyd of beëindiging weens 'n ander oorsaak, moet die komitee die fonds bly beheer totdat dit of gelikwider of deur die Raad oorgedra is aan 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike fonds gestig was.

(13) Ingeval van ontbinding van die Raad, of ingeval hy sy werksaamhede staak gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel vier-en-dertig (2) van die Wet, mag die Minister 'n komitee, bestaande uit 'n gelyke getal werkgewers- en werknemersvertegenwoordigers, in die Nywerheid aanstel en moet dié komitee die fonds bly beheer. Vakatures wat op die komitee ontstaan, mag deur die Minister gevul word uit onderskeidelik werkgewers en werknemers ten einde die ewewig tussen werkgewers- en werknemersvertegenwoordigers in die komitee te verseker. Ingeval die komitee nie in staat is nie, of onwillig is, om sy werk te verrig, of ingeval 'n dooiepunt ontstaan wat, na die mening van die Minister, die beheer van die fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kurators aanstel om die werk van die komitee te verrig wat vir dié doeleindes al die bevoegdhede van die komitee besit. By verstryking van hierdie Ooreenkoms moet die fonds deur die komitee wat ooreenkomstig hierdie subklousule werk, of, na gelang van die geval, deur die kurator, of kurators, gelikwider word op die wyse soos uiteengesit in subklousule (14) van hierdie klousule en as by verstryking van die Ooreenkoms die sake van die Raad reeds gelikwider en sy bates verdeel is, moet die balans van die fonds verdeel word soos bepaal by artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad vorm.

(14) By likwidasië van die fonds ooreenkomstig subklousule (12) van hierdie klousule, moet die gelde wat tot krediet van die fonds oorbly, na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste, aan die algemene fonds van die Raad oorbetal word.

13. BÊRE EN VERSKAFING VAN GEREEDSKAP.

(1) Die werkgewer moet geskikte plekke by alle werke verskaf vir die toeluit van gereedskap. Die werkgewer is aanspreeklik vir verlies deur brand van gereedskap in bæreplekke, skure en werkplekke wat deur werknemers gelyk kan word.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap verskaf. As geen slypsteen op die werk verskaf word nie, moet aan timmermannen en skrynwerkers voldoende tyd en geleentheid gegee word om voor beëindiging van hui diens hul gereedskap in goeie toestand te bring.

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 (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 after the 15th 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 acknowledgement 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 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 after the 15th November shall forward his contribution book by registered post to the Secretary direct.

(7) Payment of amounts to the credit of contributors shall, as far as practicable be made between the 15th December and the date of the annual closing 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 the commencement of the holiday period. Any moneys 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 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 amount 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 may 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 fund, neither shall he be responsible for any contribution towards the expenses of administering the fund.

(11) The amounts credited to each employee in the fund are not transferrable and cannot be ceded or pledged.

(12) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, 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 dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Minister 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 Minister 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 Minister, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee 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.

13. STORAGE AND SUPPLY OF TOOLS.

(1) The employer shall provide on all jobs suitable places for locking up tools. The employer shall be liable for any loss by fire of tools in storage rooms, sheds and working places which employees suffer.

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

- (a) *Asfaltwerkers*: Rollers, borsels en reiplanke;
- (b) *Timmermanns*: Alle klampe, handskroewe, lymkwaste, skroef-sleutels, koevoete, handbore en boorysters van langer as 12 duim en alle hamers van swaarder as 3 pond;
- (c) *Klipmesselaars en klipbeitelaars*:—
 - (i) Gereedskap vir die bewerking van graniet en harde klip;
 - (ii) behoorlike afdakke vir klipbeitelaars waarvan die dak minstens 10 voet bo die grondoppervlakte moet wees. Hierdie bepaling is nie op klein werksies op bouterreine van toepassing nie;
 - (iii) 'n werknemer om alle gereedskap skerp te maak.
- (d) *Skilders en behangers*: Alle gereedskap behalwe stopverf-messe, stoffers, behangerskwaste en -skêre.
- (e) *Pleisteraars*: Pleisterborde en bokke van geskikte hoogte, rollers en spesiale gereedskap vir granoliet.
- (f) *Loodgieters*:—
 - (i) Masjiene wat in werkwinkel of op werk gebruik word;
 - (ii) handaambeelde en klinknaelysters en boorysters van alle groottes;
 - (iii) skroefdraadgereedskap soos snyblokke en tapysters en ratels;
 - (iv) pypsnijgereedskap en -bankskroewe;
 - (v) spesiale en swaarkalfaterysters en smeltpotte;
 - (vi) metaalpotte en groot gietlepele;
 - (vii) beitels, deurslae en muurpenne van langer as 9 duim;
 - (viii) soldeerysters;
 - (ix) vyle en metaalsaagblaaië;
 - (x) skroefspille van meer as 2 duim deursnee;
 - (xi) klinknaelstelle van No. 12 en daarbo en dryfbeitels;
 - (xii) deurslae van meer as $\frac{1}{4}$ " (kwartduim) deursnee;
 - (xiii) skroef-sleutels en tange van langer as 12 duim.
- (g) *Elektrisiëns*: Groot vyle, blaaslampe, spanskroewe, groot beitels, saagblaaië en skroefsnijgereedskap.

14. DIENSBEÏNDIGING.

- (1) 'n Werknemer wat sy diens by 'n werkgever wil beëindig, en 'n werkgever wat 'n werknemer se diens wil beëindig, moet onderskeidelik minstens 24 uur kennis gee in die geval van werknemers met meer as een week diens en twee uur kennis in die geval van werknemers met minder as een week diens; met dien verstande dat sy diens in geen geval voor die gewone stakingstyd mag eindig nie;
- (2) 'n Werkgever mag, in plaas van die kennis te gee waartoe die werknemer geregtig is, die werknemer 24 uur of 2 uur se loon, al na die geval, betaal.
- (3) 'n Werknemer wat as 'n timmerman of skrynwerker in diens is, moet toegelaat word om gedurende die tydperk van die kennisgewing in subklousule (1) genoem, sy gereedskap in orde te bring.
- (4) Vier-en-twintig uur kennisgewing is nie nodig nie tensy die betrokke werknemer minstens vyf agtereenvolgende dae by dieselfde werknemer gewerk het, en in die geval van werknemers met minder as vyf aaneenlopende dae diens, is die nodige kennisgewing twee uur.

15. SESIALE BEPALINGS VIR DIE VERRIGTING VAN SEKERE SOORTE WERK.

Werkgewers en werknemers moet die volgende bepalinge nakom:—

- (1) *Betonwerk*.—Elke werkgever moet teen 'n loon van minstens 2s. 8d. per uur 'n werknemer in diens hê wat voortdurend op diens moet wees terwyl beton *in situ* gestort word en dit is hierdie werknemer se uitsluitlike plig om toesig te hou oor ander persone wat hierdie klas werk verrig.
- (2) *Klipmesselwerk*.
 - (a) 'n Werkgever mag geen ander persoon as 'n klipmesselaar as 'n bediener van 'n klipdraaibank- en klipskaafbankmasjiene en/of 'n diamant- en karborundsaagmasjiene in diens hê nie.
 - (b) 'n Werkgever mag geen ander persoon as 'n gekwalifiseerde klipmesselaar vir werk wat gewoonlik deur klipmesselaars verrig word, in diens hê nie.
- (3) 'n Werkgever moet 'n werknemer wat in diens is vir die stel van saagblaaië, stel van klippe in gereedheid om gesaag te word en/of vasmaak of waterpas stel van alle klippe vir poleermasjiene, 'n loon van minstens 2s. 8d. per uur betaal en geen werknemer wat aldus in diens is mag 'n loon teen 'n laer skaal aanneem nie.
- (4) 'n Werkgever mag nie toelaat dat klipmesselaarskapstelsies minder as ses voet van mekaar staan of dat stof gedurende werkure met die uitblaaspyp of met ander lug weggeblaas word nie.
- (5) Geen werkgever mag klip in 'n gebou of bouwerk in die gebied waarop hierdie Ooreenkoms betrekking het, gebruik wat gekap is in enige gebied van die Unie van Suid-Afrika waarin die loonskaal vir die betrokke werk laer is as dié soos vir daardie werk vasgestel nie.
- (6) Alle gekapte klip moet op die werkgever se werf of op die werk bewerk word, maar kan by die klipbreek-gat kleiner gemaak word alleen met behulp van 'n splyt-hamer. As die werkgever se werf by die klipbreek-gat is, moet dit op 'n redelike afstand van die werkfront van die klipbreek-gat wees.

(3) Employers shall provide in the case of—

- (a) *Asphalters*.—Rollers, brushes and straight edges;
- (b) *Carpenters*.—All cramps, hand screws, glue-brushes, wrenches, crowbars, augers and bits over 12 inches long and all hammers over 3 lb.;
- (c) *Masons and Stonecutters*:—
 - (i) Tools for working granite and hard stone;
 - (ii) for stonecutters suitable sheds, the roof of which must be not 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 a suitable height, rollers and special tools for granolite;
- (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 ratches;
 - (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.
- (g) *Electricians*.—Large files, blow lamps, draw vices, large chisels, saw-blades, and screw-cutting tools.

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 twenty-four hours' notice in the case of employees with more than one week's service and two hours' notice in the case of employees with less than one week's service respectively; provided that employment shall in no case be terminated before the ordinary finishing time.
- (2) The employer may, in lieu of the notice to which such employee is entitled, pay his employee twenty-four hours' or two hours' wages as the case may be.
- (3) An employee employed as a carpenter or joiner shall be allowed to put his tools in order during the period of notice referred to in sub-clause (1).
- (4) Twenty-four hours' notice shall not be required unless the employee concerned has worked for at least five consecutive days for the same employer, and in the case of employees with less than such five days employment the notice required shall be two hours.

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 2s. 8d. 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 class of work, and no employee so employed shall accept wages at a lower rate of pay.
- (2) *Masonry*.
 - (a) An employer shall not employ any person other than a mason as an operator of a stone-turning and planing machine and/or a diamond and carborundum sawing-machine.
 - (b) An employer shall not employ any person other than a qualified mason on work usually performed by masons.
- (3) An employer shall pay a journeyman employed in fixing saw-blades, setting stones ready for sawing and/or fixing or levelling all stones for polishing machines, wages at not less than 2s. 8d. per hour, and no journeyman so employed shall accept wages at a lower rate.
- (4) An employer shall not permit masons' bankers to be less than 6 feet apart, or dust to be blown off with exhaust or other air during working hours.
- (5) An employer shall not in the erection of a building or structure within the area to which this Agreement related, utilise stone which has been dressed in an area in the Union of South Africa in which a lower minimum scale of wages is in operation for such stone dressing.
- (6) All squared 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, it must be at a reasonably safe distance from the working face of the quarry.

(7) *Steierwerk*.—'n Werkgewer moet sorg dra dat alle steiers behoorlik uit goeie materiaal saamgestel is, dat dit operig word onder toesig van 'n bevoegde persoon wat deur die werkgewer minstens 2s. 8d. per uur betaal moet word en geen vakman wat aldus in diens is, mag 'n loon teen 'n laer skaal aanneem nie.

(8) 'n Werkgewer mag nie toelaat dat 'n lugsaaamperser bedien word in 'n werkswinkel waar werknemers klip kap nie, en hy moet sorg dat so'n masjien minstens 30 voet verstaan van klipmesselaars wat klip kap, tensy hy doeltreffende beskerming verskaf vir werknemers wat naby so'n lugsaaamperser werk.

16. WERKENDE WERKGEWER OF VENNOOT.

'n Werkende werkgewer en/of vennoot moet die werkure wat in hierdie Ooreenkoms voorgeskrif word, nakom ten opsigte van die bedryf waarin hy werksaam is.

17. SKUILPLEK MET NAT WEER.

Op elke terrein waar bouwerksaamhede verrig word, moet werkgewers 'n behoorlike geleentheid verskaf waar werknemers gedurende nat weer kan skuil.

18. LATRINES.

Alle werkgewers moet op alle werke behoorlike afsonderlike sanitêre gemakke vir blankes en nie-blankes verskaf, en waar daar spoelriolering is, moet latrines met dié rioleringstelsel verbind word voordat 'n aanvang met die werk gemaak word en moet hulle aan die munisipale vereistes voldoen. In alle ander gevalle waarin ander stelsels in werking is, moet daaglikse toesig uitgeoefen word om sindelikeheid te verseker.

19. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder vyftien jaar mag in die bounywerheid in diens wees nie.

20. GETALLEVERHOUDING.

Geen werkgewer mag 'n ongekwalifiseerde werknemer in 'n besondere bedryf in diens hê nie tensy hy reeds 'n vakman in daardie besondere bedryf in diens het, en vir elke werknemer van dié klas moet hy hoogstens drie ongekwalifiseerde werknemers in daardie besondere bedryf in diens hê; met dien verstande dat vir die toepassing van hierdie klousule—

- (1) 'n ongekwalifiseerde werknemer wat minstens die besoldiging ontvang wat by klousule 4 (1) vir 'n vakman in daardie besondere bedryf voorgeskrif is, as 'n gekwalifiseerde vakman in daardie besondere bedryf beskou mag word;
- (2) 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die werk van 'n vakman in 'n besondere bedryf, as 'n vakman in daardie besondere bedryf beskou mag word.

21. DIENSSERTIFIKATE.

By beëindiging van die dienskontrak van 'n werknemer moet 'n werkgewer die werknemer voorsien van 'n dienssertifikaat wat die name van werkgewer en werknemer voluit toon, die aard van die werknemer se diens, die datum van die aanvang en die beëindiging van die diens en die loonskaal op die datum van diensbeëindiging.

22. RAADSFONDSE.

Die fonds van die Raad wat by die Raad berus en deur hom beheer word, word soos volg verkry:—

Op die eerste weeklikse betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet elke werkgewer van die loon van elkeen van sy werknemers vir wie lone by hierdie Ooreenkoms voorgeskrif word—

- (i) in die geval van ongeskoolde arbeiders, twee pennies;
- (ii) in die geval van alle ander werknemers, vier pennies, aftrek.

Die totale bedrag aldus afgetrek moet deur die werkgewer, tesame met 'n gelyke bedrag wat deur hom bygedra word, aan die Sekretaris van die Raad binne een week van die datum waarop die bydraes betaalbaar geword het, gestuur word, tesame met 'n staat wat die volgende aantoon:—

- (a) Naam en adres van die werkgewer;
- (b) tyd ten opsigte waarop die bedrag betrekking het;
- (c) getal werknemers in diens gedurende die betrokke tyd;
- (d) totale bedrag van die werknemers vir die betrokke tyd ingevolge hiervan afgetrek;
- (e) die werkgewer se bydrae ingevolge hiervan;
- (f) totale bedrag.

23. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om te help by die uitvoering van die bepalings van hierdie Ooreenkoms. Elke werkgewer en elke werknemer is verplig om sulke agente toe te laat om die navrae te doen en om boeke en/of dokumente na te sien en om die persone te ondervra as wat vir hierdie doel nodig mag wees.

24. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leerbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale in die vorm by die Wet voorgeskrif, op 'n plek vertoon hou wat maklik vir sy werknemers toeganklik is.

(7) *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 2s. 8d. per hour, and no journeyman so employed shall accept wages at a lower rate.

(8) 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 said air compressor.

16. WORKING EMPLOYERS OR PARTNERS.

Any working employer and/or 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 suitable accommodation in which employees may take shelter during wet weather.

18. LATRINES.

Proper sanitary accommodation shall be provided on all jobs for Europeans and non-Europeans separately, and wherever sewerage connections exist, latrines shall be connected with the sewerage system prior to starting the work and they must meet the municipal requirements. In all other cases where other systems are in operation, daily supervision must be exercised to ensure cleanliness.

19. EMPLOYMENT OF MINORS.

No person under the age of fifteen years shall be employed in the building industry.

20. RATIO.

No employer shall employ an unqualified employee in a particular trade unless he already employs a journeyman in that particular trade, and for each such employee he shall employ not more than three unqualified employees in that particular trade; provided that for the purpose of this clause—

- (1) an unqualified employee who receives not less than the remuneration prescribed in clause 4 (1) for a journeyman in that particular trade, may be deemed to be a qualified journeyman in that particular trade;
- (2) an employee who is wholly or mainly engaged in performing the work of a journeyman in a particular trade, may be deemed to be a journeyman in that particular trade.

21. 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 the employee, the nature of the employee's employment, the dates of commencement and termination of the employment and the rate of remuneration on the date of such termination of employment.

22. COUNCIL FUNDS.

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

On the first weekly day-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—

- (i) in the case of unskilled labourers two pence;
- (ii) in the case of all other employees four pence.

The total amount so deducted shall be forwarded by the employer together with an equal contribution by him, to the Secretary of the Council within one week from the date on which the deductions fell due, together with a statement showing—

- (a) name and address of the employer;
- (b) period in respect of which the amount relates;
- (c) number of employees employed during the period concerned;
- (d) total amount deducted from the employees for the period concerned in terms hereof;
- (e) the employer's contribution in terms hereof;
- (f) total amount.

23. 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 every 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 purpose.

24. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment in a place readily accessible to his employees.

25. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van enige persoon vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen weens hoë ouderdom, of liggaamsgebrek, of enige ander goeie en afdoende rede.

(2) Die Raad moet ten opsigte van enige persoon aan wie kragtens die bepalings van subartikel (1) vrystelling verleen word, die voorwaardes vasstel waarop vrystelling verleen word, en die termyn waarvoor vrystelling geldig sal wees; met dien verstande dat die Raad na goeddunke, en na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat kan herroep hetsy die termyn waarvoor dit verstrek is, verloop het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie ingevolge die bepalings van hierdie artikel vrystelling verleen is, 'n sertifikaat uitgereik wat die volgende vermeld:—

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig die bepalings van subartikel (2) vasgestel is en waarop die vrystelling verleen word; en
 - (d) die termyn waarvoor die vrystelling geldig sal wees.
- (4) Die sekretaris van die Raad moet—
- (a) 'n afskrif behou van elke sertifikaat wat uitgereik word; en
 - (b) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die voorwaardes van elke vrystellingsertifikaat kragtens hierdie artikel nakom.

Namens die partye op hierdie 29ste dag van Junie 1950 op Worcester geteken.

J. DE V. KEYTER, *Voorsitter.*
O. J. KRUGER, *Ondervoorsitter.*
FRANK K. LIGHTON, *Sekretaris.*

* No. 2292.]

[15 September 1950.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK 1941.

BOUNYWERHEID, WORCESTER.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die ooreenkoms en kennisgewing in verband met die Bounywerheid, Worcester, bekendgemaak by Goewermentskennisgewing No. 2291 van 15 September 1950, vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

25. 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 any person granted exemption under the provisions of sub-section (1) of this section the conditions subject to which such exemption is granted and the period during 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 section a licence signed by him setting out:—

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) retain a copy of each licence issued; and
 - (b) 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 in terms of this section.

Signed on behalf of the parties at Worcester this 29th day of June, 1950.

J. DE V. KEYTER, *Chairman.*
O. J. KRUGER, *Vice-Chairman.*
FRANK K. LIGHTON, *Secretary.*

* No. 2292.]

[15 September 1950.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, WORCESTER.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the agreement and notice relating to the Building Industry, Worcester, published under Government Notice No. 2291 of 15th September, 1950, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

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