



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXXXIII. PRICE 6d. PRETORIA, 9 DECEMBER 1955. PRYS 6d. [No. 5594.]

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

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2431.] [9 December 1955.]

INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, WORCESTER.

I, JOHANNES DE KLERK, 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 three years from the said second Monday, 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) and 24 to 27 (inclusive) of the said Agreement 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 other employers and employees engaged or employed in the said Industry, in the Magisterial District of Worcester; and
- (c) in terms of sub-section (4) 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 contained in clauses 1, 3 to 15 (inclusive), 17 to 22 (inclusive) and 24 to 27 (inclusive) 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.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2431.] [9 Desember 1955.]

NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, WORCESTER.

Ek, JOHANNES DE KLERK, 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, van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat genoemde ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (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 en 24 tot en met 27 van die genoemde Ooreenkoms, van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, 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 15, 17 tot en met 22 en 24 tot en met 27 van genoemde Ooreenkoms van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, in die magistraatsdistrik Worcester *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

WORCESTER BUILDING INDUSTRIAL COUNCIL.

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' organisation"), of the one part, and the Western Province Building, Electrical and Allied Trades' Union, and

The Amalgamated Society of Woodworkers of South Africa (hereinafter called "the employees" or "the trade union"), of the other part,

being the parties to the Worcester Building Industrial Council.

1. SCOPE AND 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 £300.

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 for a period of three years, 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" 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;

electrical installation, which includes electrical fitting and wiring and operations incidental thereto, except such electrical installation as is undertaken independently of any structural alteration (other than such as may be incidental to such installation) to or erection of, a building;

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 forms a permanent part of the building;

masonry, which includes stone cutting and building 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, operating of stone working machinery and sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or repairing the article used;

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 or 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 repairing the article used;

painting, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, sizing, paperhanging, spraying, glazing, oiling, wax-polishing (excluding floors), distempering, lime and colour-washing, woodwork preservation, and which also includes paint removal, and the preparation of surfaces preparatory to any of the said processes;

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, WORCESTER.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan 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, Electrical and Allied Trades' Union, en die

Amalgamated Society of Woodworkers of South Africa (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.

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, onderhoud, herstel of verbouing op plase van woonhuise of ander geboue waarvan die koste van oprigting, onderhoud, herstel of verbouing altesaam hoogstens £300 bedra nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat kragtens artikel *agt-en-veertig* van die Wet deur die Minister vasgestel word en bly drie jaar lank van krag of vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKEYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet, en enige verwysing na 'n wet omvat alle wysigings van sodanige Wet; voorts, tensy dit strydig met die samehang is, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„bounywerheid", die nywerheid waarin werkgewers en werknemers geassosieer is vir die doel om—

(1) geboue op te rig, te voltooi, te vernuwe, te herstel of te verander;

(2) ondergenoemde werk op 'n bouterrein uit te voer wat 'n vaste en integrerende deel daarvan uitmaak—

messelwerk met inbegrip van betonwerk en die vassit van betonblokke, beteeëling van vloere en mure, voegwerk, plaveiwerk, mosaïekwerk, sigwerk in leiklip, marmer en komposisie, rioolaanleg, leidek- en dakpanwerk;

elekttriese installering, met inbegrip van elektrotegniese monterwerk en bedrading, asook werksaamhede wat daarmee gepaard gaan, uitgesonderd dié elektrotegniese installering wat onafhanklik van die struktuurverandering (uitgesonderd dié wat by sodanige installering kan behoort) van 'n gebou of die oprigting daarvan, onderneem word;

vernisswerk, met inbegrip van poleerwerk met 'n kwas of kussinkie, en met enige komposisie spuit;

skryfwerk, met inbegrip van die maak, asook masjienbewerking en die aanbring van deure, vensters, hortjies, boligte of enige ander houttoebehore wat 'n vaste deel van 'n gebou uitmaak;

klipmesselwerk, met inbegrip van klipkap- en klipbouwerk en die bou van sierklipwerk, betonwerk en die vassit of bou van voorafgevormde of kunsklip of marmerplaveiwerk, mosaïekwerk, voegwerk, die beteeëling van vloere en mure, die bedening van klipwerkmasjinerie en die skerpmaak van klipmesselaarsgereedskap, ongeag of die persoon wat die gebruikte artikel maak of berei, dit in die gebou of bouwerk aanbring of nie;

metaalwerk, met inbegrip van die aanbring van staalplafonne, metaalvensters, metaaldeure, bouersmidswerk, metaalrame en metaaltrappe en boukundige metaalwerk, die maak en/of aanbring van getrokke metaalwerk en -plate en uitgedrukte metaalwerk, ongeag of die persoon wat die gebruikte artikel maak of berei dit in die gebou of bouwerk aanbring of nie;

skilderwerk, met inbegrip van sierwerk, enemmelwerk, houtlamwerk, marmerwerk, beits- en verniswerk en vergulding, strepe trek, sjabloneer, planeer, plak, spuit, ruite insit, olie, met waspoleer (uitgesonderd vloere), distemperwerk, wit- en kleurkalk aansit, houtwerkverduursaming, ook met inbegrip van die verwydering van verf en die bereiding van oppervlaktes as voorbereide werk vir eenige van genoemde prosesse;

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

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;

shop fitting, which includes the making and fixing of shop fronts, window enclosures, counters, screens, and permanent interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering, supervising of the bending, placing, and fixing in position of steel and concrete;

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

woodworking, which includes carpentry, wood-working, machining, turning, carving, fixing of corrugated iron, asbestos tile, shingling and other roof covering, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood, cork and rubber and sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

- (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;

"building", which includes any walls, retaining walls or monuments;

"concreter" means an employee 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—

- (a) in the case 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;
- (b) in the case where the establishment of the employer is situated in any other municipal area or village management board area within the Magisterial District of Worcester is beyond a radius of two miles from the post office in such other municipal area or village management board area, and
- (c) 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 section 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;

"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;

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

"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;

pleisterwerk, met inbegrip van modelleerwerk, granoliet- en komposisiebevloering, voorafgegiëte of kunsklipwerk, die beteeëling van mure en vloere, plavei- en mosaiekwerk, ongeag of die persoon wat die gebruikte artikel maak of berei, dit in die gebou of bouwerk aanbring of nie;

loodgieterswerk, met inbegrip van loodlaswerk, die aanlê van gas, sanitêre en huishoudelike ingenieurswerk, rioolaanlê, kalfaterwerk, ventilering, verwarming, die aanlê van warm- en kouwater, die aanbring van brandblusinstallasie en die maak en aansit van loodgiesterstoebehoere uit plaatmetaal;

winkeluitrusting, met inbegrip van die maak en aanbring van winkelfronte, winkelensters, toonbanke, skerms, en permanente los en vaste binneuitrusting;

staalversterking, met inbegrip van die maak en oprigting van bekisting, toesig hou oor die buig, plaas en op hul plek vassit van staal en beton;

staalkonstruksie, met inbegrip van die aanbring van alle soorte staal- of ander metaalpilare, -hoof, -balke, -dwarsbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, met inbegrip van timmerwerk, houtbewerking, masjienwerk, houtdraai- en houtsnijwerk, die aanbring van dakyster, asbesdakpanne, houtdakpanne en ander dakbedekking, klank- en akoestiek materiaal, kurk- en asbesisoleerwerk, houtlatjies aansit, komposisieplafon- en komposisiemuurbekleding, houtproppe in mure insit, houtwerk met metaal beklee, blokkies- en ander vloere, met inbegrip van hout, kurk en rubber en die afwerk met skuurpapier daarvan, kurktapyte en alle klasse of soorte linoleum wanneer dit 'n gebou of bouwerk ingesit word, die aanbring van asfaltvilt of asfaltmateriaal op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit maak of berei, in die gebou of bouwerk aangebring word of nie;

- (3) vir doel van werk wat weg van die bouterreine gedoen word wat 'n vaste en integrerende deel van 'n gebou sal uitmaak:—

Skryn-, klipmessel-, pleister-, modelleer- en loodgieterswerk volgens spesifikasies vir installering in bepaalde geboue maar wat nie vervaardig word vir voorrade, toonbanke, afskortings en binnetoebehoere volgens spesifikasies vir vaste installering in bepaalde geboue nie;

„gebou”, met inbegrip van mure, stutmure of monumente;

„betonwerker”, 'n werknemer wat toesig hou oor en verantwoordelik is vir die gooi van beton in voorafbereide vorms;

„distrikswerk”, werk in die nywerheid binne die magistraatsdistrik Worcester wat—

- (a) ingeval die inrigting van die werkgewer in die munisipale gebied van Worcester is, buite 'n straal van twee myl van die hoofposkantoor, Worcester, af geleë is;
- (b) ingeval die inrigting van die werkgewer binne enige ander munisipale gebied of gebied van 'n dorpsbeheerraad binne die magistraatsdistrik Worcester is, buite 'n straal van twee myl van die poskantoor in so 'n munisipale gebied of gebied van 'n dorpsbeheerraad geleë is; en
- (c) in die geval van enige ander werkgewer, buite 'n straal van twee myl van die poskantoor naaste aan sy inrigting is;

„motorvoertuigdrywer”, 'n werknemer wat uitsluitlik of hoofsaaklik motorvoertuie dryf;

„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;

„inrigting”, die persele waarvan die adres, kragtens artikel 26 van hierdie Ooreenkoms, deur die werkgewer aan die Raad bekendgemaak moet word, en in gevalle waarin die werkgewer versuim het om die Sekretaris aldus in kennis te stel, die persele waarvandaan hy gewoonlik sy besigheid dryf;

„vakleerling”, 'n werknemer wat in diens is kragtens 'n leerlingkontrak geregistreer ingevolge die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, en soos dit van tyd tot tyd gewysig kan word;

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

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

- (a) met betrekking tot die bedrywe skilder en/of ruite insit, 'n werknemer wat minstens drie jaar ondervinding in dié bedrywe gehad het; of
- (b) met betrekking tot alle ander vakmanne, 'n werknemer wat minstens vyf jaar ondervinding in die betrokke bedryf gehad het;

"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;

"suitable sleeping accommodation" means a waterproof shelter with a wooden floor where necessary 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 section 4;

"unskilled labourer" means an employee performing unskilled work;

"unskilled work" means any work other than that of a driver of a motor vehicle, operator of a floor sandpapering machine, and concreter, limewashing, laying of block and other floors (excluding suspended floors) and any work not included in the activities specifically referred to in the list of trades, namely, "bricklaying" to "woodworking" 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.
	s. d.
(i) Driver of a motor vehicle	1 11
(ii) Employee engaged on laying of block and other floors (excluding suspended floors)	1 9
(iii) Operator of a floor sandpapering machine	1 9
(iv) Concreter	1 7
(v) Employee engaged on limewashing of unplastered or bagged walls	0 9½
(vi) Employee in the trades of painting and/or glazing	2 0
(vii) Employee in all other trades	2 10
(viii) Unskilled labourer	0 7½

(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 the work for which the higher rate of pay is payable, for more than 2 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—

(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 of 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 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 of the week.

(b) Whenever an employee works on Good Friday, Day of the Covenant, 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-clause (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.

"stukwerk", enige stelsel van werk waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik gebaseer word op die hoeveelheid of omvang van gedane werk, ongeag die tyd wat aan die werk bestee word;

"behoorlike slaapplek", 'n waterdigte skuiplek met 'n houtvloer waar dit nodig is, en die nodige was- en gemakgeriewe;

"taakwerk", enige stelsel van werk waarvolgens 'n minimum hoeveelheid of omvang van werk wat in 'n bepaalde tyd gedoen moet word, vasgestel word as 'n voorwaarde vir die betaling van die lone wat in artikel 4 voorgeskryf word;

"ongeskoolde arbeider", 'n werknemer wat ongeskoolde werk verrig;

"ongeskoolde werk", enige werk (uitgesonderd dié van 'n motorvoertuigdrywer, bediener van 'n vloerskuurmasjien, en betonwerker), witkalk, die lê van blok- en ander soorte vloere (met uitsluiting van hangvloere) en alle werk wat nie ingesluit is in die werksaamhede spesifiek genoem in die lys bedrywe, nl. „messelwerk" tot „houtwerk" in die omskrywing van „bounywerheid" nie.

4. LONE.

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

	Per uur.
	s. d.
(i) Drywer van 'n motorvoertuig	1 11
(ii) Werknemer wat blokkies- en ander vloere lê (uitgesonderd hangvloere)	1 9
(iii) Bediener van 'n vloerskuurmasjien	1 9
(iv) Betonwerker	1 7
(v) Werknemer wat onafgepleisterde of oneffe mure witkalk	0 9½
(vi) Werknemer in die ambagte skilder en/of ruite insit	2 0
(vii) Werknemer in alle ander ambagte	2 10
(viii) Ongeskoolde arbeider	0 7½

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

(2) *Gevaarlike werk.*—'n Werkgever 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 bounywerheid 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, uitgesonderd gedurende die oprigting van 'n nuwe gebou, of op of vanaf 'n sweefsteier, hangstoeltjie, of 'n dak of afskuifler, 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 staalskoorsteenbundel 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, genoem in klousule 11, moet voor die aanvang van sodanige verlof aan die werknemer betaal word.

(4) *Besoldiging vir werk op Sondae.*—As 'n werknemer op 'n Sondag werk, moet sy werkgever 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 dié 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 Gelofte-dag werk nie, moet sy werkgever hom ten opsigte van dié dag besoldig 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, Gelofte-dag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom ten opsigte van die totale tyd deur hom op dié dag gewerk, minstens sy gewone loon betaal, plus die besoldiging waarop 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) Nothing in this Agreement shall operate to reduce the wage of an employee who immediately prior to the date of coming into force of this Agreement was paid by his employer a wage at a rate higher than the minimum rate prescribed in this clause for an employee of his class, and such employee shall, whilst employed by the same employer, continue to be paid wages at a rate not lower than such higher rate, as if such higher rate was the minimum rate prescribed in sub-clause (1) of this clause for an employee of his class.

(8) *Cost of Living Allowances.*—Every employer shall pay to each of his employees in addition to any other remuneration to which the employee is entitled a cost of living allowance as follows:—

- (a) In the case of journeymen or qualified employees, including qualified painters and glaziers, an amount of 1s. per hour in respect of a maximum of 44 ordinary working hours referred to in sub-clause (1) of clause 9, in any week, plus or minus 1d. per hour for every completed 3 points by which the index figure rises or falls above or below 171.6.

The cost of living allowance payable in terms of this section shall include the allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time; provided that if at any time the allowance prescribed herein is less than the allowance under the said War Measure, the latter allowance shall be payable.

"Index figure" means the weighted average index relating to food, fuel, light, rent and sundries for the nine principal urban areas in the Union of South Africa as assessed by the Director of Census and Statistics on the 1938 basis of 100 points and published in the monthly Bulletin of Statistics.

Any adjustment in the rate of cost of living allowance consequent upon a variation of the index figure shall be effected as from the first pay day in the month following publication of the monthly Bulletin of Statistics reflecting such variation.

- (b) To all other employees the cost of living allowances payable in accordance with the provisions of War Measure No. 43 of 1942, as amended, or any subsequent measure replacing same.

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

(1) The giving out by employers, or the performance by employees of work on a piece-work or task-work basis 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-clauses (3) and (4) hereunder.

(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 any of the Trade Union parties to this Agreement whose 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 an 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 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, the amount enclosed and the period in respect of which payment is made.

(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 the time actually worked on the job, will payment be made.

(7) Niks in hierdie Ooreenkoms kan die loon van 'n werknemer verminder wat, onmiddellik voordat hierdie Ooreenkoms van krag geword het, deur sy werkgever 'n hoër loon betaal is as die minimum loon wat in hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, en hierdie werknemer moet steeds, terwyl hy by dieselfde werkgever in diens is, betaal word teen 'n skaal wat nie laer as die hoër loon is nie, asof die hoër loon die minimum loon is wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word.

(8) *Lewenskostoelae.*—Benewens enige ander besoldiging waarop die werknemer geregtig is, moet elke werkgever aan elkeen van sy werknemers 'n lewenskostoelae soos volg betaal:—

- (a) In die geval van vakmanne of gekwalifiseerde werknemers, insluitende gekwalifiseerde skilders en ruitinsitters, 1s. per uur ten opsigte van 'n maksimum van 44 gewone werkure genoem in subklousule (1) van klousule 9, in 'n week, plus of min 1d. per uur vir elke volle 3 punte waarmee die indekssyfer meer of minder as 171.6 word.

Die lewenskostoelae wat ingevolge hierdie subklousule betaalbaar is, moet die toelae insluit wat voorgeskryf word by Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat ingeval die toelae wat ingevolge hierdie subklousule betaalbaar is, minder is as dié wat by die genoemde Oorlogsmaatreël betaalbaar is, laasgenoemde toelae betaal moet word.

"Indekssyfer" beteken die beswaarde gemiddelde indeks betreffende voedsel, brandstof, ligte, huur en diverse uitgawes vir die nege vernaamste stedelike gebiede in die Unie van Suid-Afrika soos bereken deur die Direkteur van Sensus en Statistiek op die basis van 1938 van 100 punte en in die maandelikse Bulletin van Statistieke gepubliseer.

Enige aanpassing van die lewenskostoelae wat voortspruit uit 'n verandering van die indekssyfer moet teweeggebring word met ingang van die eerste betaaldag in die maand na die publikasie van die maandelikse Bulletin van Statistiek wat hierdie verandering aangee.

- (b) Aan alle ander werknemers die lewenskostoelae betaalbaar ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige daaropvolgende maatreël wat dit vervang.

5. STUKWERK, TAAKWERK EN AANSPORINGSWERK.

(1) Die uitgee van werk op 'n stukwerk- of taakwerkbasis deur werkgevers of die verrigting daarvan deur werknemers is verbode.

(2) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy reg het ingevolge klousule 4 nie, mag 'n werkgever 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van gedane werk; met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie, uitgesonderd in die vorm van 'n aansporingsloonskema waarvan die bepalings vasgestel is soos in subklousules (3) en (4) hieronder verduidelik word.

(3) 'n Werkgever wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers aanstel wat, na raadpleging met enigen van die vakbondpartye by hierdie Ooreenkoms wie se lede daarby betrokke is, oor die bepalings van so 'n skema kan ooreenkom.

(4) Die bepalings van so 'n aansporingskema en enige latere wysiging daarvan waarvoor die komitee ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word, en dit mag nie deur die komitee gewysig of deur enigen van die partye beëindig word nie, tensy die partye wat die Ooreenkoms wil beëindig of wysig, die ander party die kennis gegee het waar-toe die partye ooreengekom het toe hulle die Ooreenkoms aangegaan het.

6. BETALING VAN LONE EN OORTYD.

(1) Alle verskuldigde lone, oortydverdiensle en alle ander besoldiging moet weekliks voor ophoudtyd op Vrydag, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer val, in kontant betaal word. Betaling vir distrikswerk moet gemaak word op tye wat onderling deur werkgever en werknemer bepaal word.

(2) Verskuldigde lone, oortydverdiensle en alle ander besoldiging moet aan werknemers oorhandig word in verseëlde koevertes waarop die name van die werkgever en werknemer, die getal ure wat gewerk is en aftrekkings wat gedoen is, en die ingeslote bedrag vermeld word.

(3) Behoudens 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, ordonnansie of regsgeeding namens die werknemer deur die werkgever 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 werkgever betaal word:—

- (1) In die geval van 'n werknemer wat daaglik huis toe 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 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) 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 or 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 or 1s. per day sleeping out allowance and 2s. 6d. accommodation allowance in lieu of such shelter;
- (v) where in terms of this section the employer is required to provide his employee with a railway ticket in respect of any journey and a railway service is not available, other suitable transport in lieu of such railway ticket shall be provided by the employer free of charge.

8. WALKING AND TRANSPORT TIME.

(1) In the case where an employer's establishment is situated within the municipal area of Worcester, when any work is situated beyond a radius of two miles from the General Post Office, Worcester; in the case where the employer's establishment is situated within any other municipal area or village management board area within the Magisterial area of Worcester, when any 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 when any work is situated beyond a radius of two miles from the post office nearest to his establishment, 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 two 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 (1).

(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 terms of 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, 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.

(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

(2) In die geval van 'n werknemer wat nie daagliks 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;
- (ii) 'n werknemer wat gedurende naweke huistoe kan gaan en teen die gewone aanvangtyd op Maandae by die werk terug kan wees, is elke naweek geregtig op 'n spoorwegkaartjie, tweede klas, met dien verstande dat die werk binne 'n straal van 50 myl van die hoofposkantoor, Worcester, geleë is; en al om die ander week op '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 verskuldig 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 slaapeleentheid waar huisvesting deur die werkgever verskaf is en 2s. 6d. vir slaapeleentheid plus 7s. 6d. per dag in plaas van huisvesting;
- (iv) in die geval van ongeskoolde arbeiders, 1s. per dag vir slaapeleentheid waar die werkgever skuiplek verskaf het en 1s. per dag vir slaapeleentheid en 2s. 6d. huisvestingtoelae in plaas van huisvesting;
- (v) ingeval dit kragtens hierdie artikel van die werkgever vereis word om sy werknemer van 'n spoorwegkaartjie vir 'n reis te voorsien en geen spoorwegdiens beskikbaar is nie, moet ander geskikte vervoermiddels in die plek van die spoorwegkaartjie kosteloos deur die werkgever verskaf word.

8. STAPTYD EN VERVOER.

(1) Ingeval 'n werkplek buite 'n straal van twee myl van die hoofposkantoor, Worcester, af is wanneer 'n werkgever se inrigting binne die munisipale gebied van Worcester geleë is; ingeval 'n werkplek buite 'n straal van twee myl van die poskantoor in 'n ander munisipale gebied of gebied van 'n dorpsbestuursraad is wanneer die werknemer se inrigting in enige ander munisipale gebied of gebied van 'n dorpsbestuursraad binne die magistraatsdistrik Worcester geleë is, en in die geval van enige ander werkgever, wanneer 'n werkplek buite 'n straal van twee myl van die poskantoor naaste aan sy inrigting geleë is, moet 'n werknemer wat op die werkplek moet gaan werk, 'n kwartier se loon betaal word vir elke myl of gedeelte van 'n myl van die afstand buite die afstand van twee myl wat hierbo genoem is.

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

(3) 'n Werkgever 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) Enige 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 (1) voorgeskryf is, gereken nie.

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

9. WERKURE.

(1) Uitgesonderd 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 werkdade 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. of Vrydae moet wees.

(2) 'n Werkgever 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 44 per week mag oorskry 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 Ooreenkoms, plus 10 persent.

(3) Geen werknemer mag, solank hy by 'n werkgever in diens is, hetsy vir besoldiging of nie, werk in die bouwyerheid buite die ure voorgeskryf by hierdie klousule, of ure wat ooreenkomstig hierdie klousule voorgeskryf kan word, vra, onderneem of verrig nie, ook nie op 'n Saterdag, Sondag of openbare vakansiedag, hetsy vir eie rekening of namens enige ander persoon of persone, tensy die toestemming van die Raad eers skriftelik verkry is, dat so 'n werknemer slegs werk vir homself kan doen.

(4) *Eiensonderbrekings.*—'n Werkgever kan nie van sy werknemer vereis of hom toelaat om op 'n dag meer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk waarin geen werk verrig mag word nie en dié pouse word nie as deel

or overtime hours; provided that if such interval be for longer than one hour any period in excess of one and a quarter hour 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, other than time worked on any day mentioned in sub-clause (4) and (5) of clause 4, 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, other than time worked on any day mentioned in sub-clauses (4) and (5) of clause 4, 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 nor permit his employee to work for more than ten hours in any week.

(3) *Payment for Overtime.*—An employer shall pay his employee for each hour or part of an hour overtime worked by him during any week not less than his ordinary hourly wage plus the equivalent of one hour's cost of living allowance as prescribed for an employee of his class in sub-clause (8) of clause 4, provided that where the cost of living allowance payable in respect of overtime amounts to less than one-third of an employee's ordinary wage such employee shall be paid at the rate of one and one-third of his ordinary pay for overtime worked.

For the purpose of this sub-clause one hour's cost of living allowance, in the case of employees other than journeymen or qualified employees and qualified painters and glaziers, shall be arrived at by dividing the weekly cost of living allowance prescribed by 44, and shall be calculated to the next farthing, e.g. if the weekly cost of living allowance is £1. 7s. 3d. this divided by 44 equals 7½d. plus ¼d. and the hour's allowance is therefore 7½d.

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

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—

- commencing from 7.15 a.m. on Monday, 19th December, 1955, until 7.15 a.m. on Monday, 9th January, 1956;
- commencing from 7.15 a.m. on Tuesday, 18th December, 1956, until 7.15 a.m. on Monday, 6th January, 1957;
- commencing from 7.15 a.m. on Wednesday, 17th December, 1957, until 7.15 a.m. on Monday, 5th January, 1958.

(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 clause 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 and 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 twenty-one of that Act.

(3) Where an unskilled labourer'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 day's 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 labourers 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 twenty-one (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 worked during the closed period.

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.*—Uitgesonderd soos bepaal by subklousule (4) en die bepalings van subklousule (1), moet alle werkure aaneenlopend wees.

10. OORTYD.

(1) *Oortyd.*—Alle tyd, uitgesonderd tyd gewerk op enigeen van die dae genoem in subklousules (4) en (5) van klousule 4, oor die getal ure gewerk wat ten opsigte van 'n dag of week by klousule 9 (1) voorgeskryf is, moet as oortyd beskou word en in die geval van 'n werknemer, uitgesonderd 'n skofwerker, moet alle ure, uitgesonderd die ure gewerk op enigeen van die dae genoem in subklousules (4) en (5) van klousule 4, wat voor of na die tye wat by klousule (9) (1) bepaal is, as oortyd beskou word.

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

(3) *Betaling vir oortyd.*—'n Werknemer moet sy werknemer vir elke uur of gedeelte van 'n uur oortyd deur hom in 'n week gewerk, minstens sy gewone loon betaal, plus die ekwivalent van een uur se lewenskostoelae vir 'n werknemer van sy klas in subklousule (8) van klousule 4 voorgeskryf; met dien verstande dat as die lewenskostoelae wat betaalbaar is vir oortyd, minder as een-derde van 'n werknemer se gewone loon is, d.e. werknemer teen 1½-maal sy gewone loon betaal moet word vir oortyd deur hom gewerk.

Vir die toepassing van hierdie subklousule word een uur se lewenskostoelae in die geval van werknemers, uitgesonderd vakmanne of gekwalifiseerde werknemers en gekwalifiseerde skilders en ruitinsitters, bereken deur d.e. voorgeskryfde weeklike lewenskostoelae deur 44 te deel, en dit moet tot die volgende oortjie bereken word; bv. as die weeklike lewenskostoelae 27s. 3d. is, is dié bedrag gedeel deur 44 gelyk aan 7½d. plus ¼d. en die uur se toelae is derhalwe 7½d.

(4) *Voorbehoud.*—Die bepalings van subklousule (2) van hierdie klousule is nie van toepassing op 'n werknemer wat noodsaaklike diens doen nie.

11. JAARLIKSE VERLOF.

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

- wat om 7.15 vm. op Vrydag, 19 Desember 1955, begin en om 7.15 vm. op Maandag 9 Januarie 1956 eindig;
- wat om 7.15 vm. op Dinsdag 18 Desember 1956 begin en om 7.15 vm. op Maandag 6 Januarie 1957 eindig;
- wat om 7.15 vm. op Woensdag 17 Desember 1957 begin en om 7.15 vm. op Maandag 5 Januarie 1958 eindig.

(2) *Betaling ten opsigte van die jaarlikse verloftyd.*—(a) *Werknemers, uitgesonderd ongeskoolde arbeiders.*—Werknemers uitgesonderd ongeskoolde arbeiders moet betaal word ooreenkomstig die bepalings 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 registreer of nie as 'n fabriek ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, registreer moet word nie, is hy, op die datum van die jaarlikse verlof in enige jaar, en benewens enige ander verskuldigde besoldiging, geregtig op en moet hy een week se loon betaal word asook die lewenskostoelae teen die loonskaal wat hy onmiddellik voor die jaarlikse verloftyd ontvang het; met dien verstande dat as die werknemer teen daardie datum nie 12 maande diens by sy werkgever voltooi het nie, hy minstens 'n halfdag se loon en lewenskostoelae ten opsigte van elke voltooide maand diens by sy werkgever 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, registreer is of registreer moet word, moet die genoemde betaling ooreenkomstig artikel een-en-twintig van daardie Wet wees.

(3) As 'n ongeskoolde werknemer se dienskontrak voor die jaarlikse verloftyd in enige jaar eindig, is hy geregtig op 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, registreer is nie, minstens 'n halfdag se loon en lewenskostoelae in plaas van verlof vir elke voltooide maand diens by sy werkgever gedurende die onvoltooide jaar, gereken van die datum van die inwerking-treding van hierdie Ooreenkoms af, of die datum van die vorige jaarlikse sluitingstyd, na gelang van die kortste, 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 registreer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, die pro rata betaling in plaas van verlof of diensbeëindiging ooreenkomstig die bepalings van artikel een-en-twintig (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 af gegee word om te vergoed vir die getal dae wat hy gedurende die sluitingstyd gewerk het.

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 Africa 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 annual leave in terms of the Council's previous Agreement published under Government Notice No. 1925, dated 22nd of August 1952, from the date on which such leave had last accrued to him;
- (b) in the case of any other employee from the date on which he entered his employer's service or the date of coming into force of this Agreement, whichever is the later date.

12. HOLIDAY FUND.

(1) The holiday fund established under Government Notice No. 1925 of the 22nd August, 1952 (hereinafter referred to as "the fund"), is hereby continued, and amounts held by the Council to the credit of the fund in accordance with sub-clause (2) 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 clause contribute to the fund as follows:—

- (a) Journeymen, including painters and glaziers: 3d. per hour;
- (b) operation of floor sandpapering machines, drivers of motor vehicles, concreters and employees engaged in laying block and other floors (excluding suspended floors): 2d. per hour;
- (c) employees engaged on limewashing: 1½d. 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, and provided further, that no contribution will be payable in respect of any week during which such employee worked not more than 18 hours, but that when such employee has worked for more than 18 hours in any week, the full weekly contribution will be payable irrespective of 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 the difference between the actual time worked and 44 hours may be deducted from his ordinary wages at the rate of 3d. per hour for employees mentioned in sub-clause 2 (b) of this clause and 1½d. per hour for employees mentioned in sub-clause 2 (c) of this 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.

Application for a contribution book shall be made by every employee affected as soon as possible after the date of coming into operation in 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 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 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 payday in November in any year 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

Vir die toepassing van hierdie klousule omvat die uitdrukking „diens" 'n tyd of tye waarin die werknemer—

- (i) ingevolge subklousule (1) met verlof is;
- (ii) verplig is om opleiding kragtens die Zuid Afrika Verdedigingswet, 1912, mee te maak;
- (iii) op las of op versoek van sy werkgever afwesig is; en dit moet beskou word dat diens begin het—
- (a) in die geval van 'n werknemer wat voorheen op jaarlikse verlof geregtig was kragtens die Raad se vorige Ooreenkoms gepubliseer by Goerwementskennisgewing No. 1925 van 22 Augustus 1952, van die datum af waarop sodanige verlof laas vir hom opgehoop het;
- (b) in die geval van enige ander werknemer, van die datum af waarop hy by sy werkgever in diens getree het of van die datum af waarop hierdie Ooreenkoms in werking getree het, na gelang van die jongste.

12. VERLOFFONDS.

(1) Die verloffonds wat by Goerwementskennisgewing No. 1925 van 22 Augustus 1952 (hier onder die „fonds" genoem) ingestel is, word hierby voortgesit, en bedrae wat deur die Raad ingevolge subklousule (2) 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 werkgever ten opsigte van elke uur wat deur elkeen van sy werknemers (uitgesonderd ongeskoolde arbeiders) gewerk word, 'n soos voorgeskryf in hierdie klousule, tot die fonds as volg bydra:—

- (a) vakmanne, ook skilders en ruitinsitters: 3d. per uur;
- (b) bedieners van vloerskuurmasjiene, motorvoertuigdrywers, betonwerkers en werknemers wat blokkies- en ander vloere insit (maar nie hangvloere nie): 2d. per uur;
- (c) werknemers wat witkalk: 1½d. per uur;

met dien verstande dat die genoemde bydraes vir hoogstens 44 uur in enige week betaalbaar is, ongeag of sodanige tyd teen gewone of oortydskale gewerk is; en voorts met dien verstande dat geen bydrae betaalbaar is ten opsigte van enige week waarin sodanige werknemer nie minstens 18 uur gewerk het nie; maar dat, as sodanige werknemer meer as 18 uur in enige week gewerk het, die volle weeklikse bydrae betaalbaar is, ongeag of die werknemer die volle 44 uur gewerk het of nie; voorts met dien verstande dat, indien 'n werknemer meer as 18 uur maar minder as 44 uur gewerk het, die verskil tussen sy werklike werktyd en die tydperk van 44 uur van sy gewone loon afgetrek kan word teen die skaal van 3d. per uur in die geval van werknemers in subklousule 2 (a) van hierdie klousule genoem, 2d. per uur in die geval van werknemers in subklousule 2 (b) van hierdie klousule genoem, en 1½d. per uur vir werknemers in subklousule 2 (c) van hierdie klousule genoem.

(3) Die werkgever 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.

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 werkgever van die Raad gekoop word en 'n toereikende reserwevoorraad moet te alle tye deur die werkgever gehou word; met dien verstande dat 'n werkgever terugbetaling vir die waarde van alle ongebruikte seëls van die Raad kan ontvang.

(5) Onmiddellik na die eerste betaaldag in November in enige jaar moet die werknemers hul bydraeboekies met die seëls daarin by hul werkgevers indien, waarvoor 'n kwitansie aan hulle uitgereik moet word, met 'n aantekening van die waarde van die seëls daarin waarmee die werknemer gekrediteer word.

Onmiddellik daarna moet elke werkgever die ontvangte bydraeboekies per geregistreerde pos aan die Sekretaris van die Raad stuur.

Die Sekretaris moet 'n kwitansie daarvoor aan die werkgever 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 in 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 Desember 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 van die Raad verkry is, ingeplak is en die bydraeboekie voor die 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, verval aan die algemene fonds van die Raad; met dien verstande dat die Raad verplig is om alle eise wat na verstrekking van die genoemde tydperk van ses kalendermaande ingedien word op hulle meriete te behandel en kan (sonder wet-

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 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 transferable 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.

(15) The accounts of the fund shall be audited by a registered chartered 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 statement of accounts, together with the Auditors report, shall be transmitted to the Secretary for Labour, 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 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) 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 not 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 granilite.

(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.

tige aanspreeklikheid) te eniger tyd magtinging verleen vir betaling van eise uit gelde wat kragtens hierdie subklousule aan die Raad verval het.

(9) In die geval van die dood 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 in die krediet van die fonds gehou word, kan van tyd tot tyd deur die Raad belê word op vaste deposito, of op aanvraag, 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 werkgewer- 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 uiteengesit in subklousule (14) van hierdie klousule en as die sake van die Raad by verstryking van die Ooreenkoms 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 dié deel van die algemene fonds van die Raad uitmaak.

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

(15) Die rekenings van die fonds moet elke jaar op of voor 31 Maart vir die 12 maande eindigende op 31 Desember van die vorige jaar deur 'n geregistreerde geotrooieerde rekenmeester geouditeer word. 'n Eksemplaar van die rekeningstaat, tesame met die ouditeur se staat, moet aan die Sekretaris van Arbeid gestuur word en nog 'n eksemplaar moet in die kantoor van die Raad ter insae lê.

13. BÊRE EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkgewer moet geskikte plekke by alle werke verskaf vir die toesluit van gereedskap. Die werkgewer is aanspreeklik vir verlies deur brand van gereedskap in bêreplekke, 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 timmermans en skrynwerkers voldoende tyd en geleentheid gegee word om voor beëindiging van hul diens hul gereedskap in goeie toestand te bring.

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

(a) *Asfaltwerkers*: Rollers, kwaste en reiplanke.

(b) *Timmermans*: Alle klampe; handskroewe, lymkwaste, skroef-sleutels, koevoete, handbore en boorysters langer as 12 duim en alle hamers swaarder as 3 pond.

(c) *Klipmesselaars en klipbeitelaars*:—

(i) Gereedskap vir die bewerking van graniet en harde klip.

(ii) Geskikte afdakke vir klipbeitelaars waarvan die dak minstens 10 voet bo die grondoppervlakte moet wees. Hierdie bepaling is nie op klein werkies op bou-terreine van toepassing nie.

(iii) 'n Werknemer om alle gereedskap skerp te maak.

(d) *Skilders en plakkers*: Alle gereedskap, uitgesonderd stopverf-messe, stoffers, plakkerskwaste en -skêre.

(e) *Pleisteraars*: Daghaborde en bokke van geskikte hoogte, rollers en spesiale gereedskap vir granoliet.

(f) *Loodgieters*:—

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

(ii) Bankaambeelde 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) Beitel, deurslae en muurpenne langer as 9 duim.

(viii) Soldeerysters.

(ix) Vyle en ystersaagblaie.

(x) Skroefpille met 'n deursnee van meer as 9 duim.

- (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 two hours' notice; 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 two hours' wages.
- (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 wages due to such employee an amount equivalent to the wages payable in terms of clause 4 of this Agreement for a period equal to such notice.
- (4) 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).
- (5) Two hours' notice shall not be required unless the employee concerned has worked for at least five consecutive days for the same employer.

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 1s. 7d. 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) **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 new or levelling all stones for polishing machines wages at not less than 2s. 10d. 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 a 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 relates, 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) **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. 10d. 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.

- (xi) Klinkstelle vir klinknaels No. 12 en groter en groefgereedskap.
- (xii) Deurslae met 'n deursnee van meer as $\frac{1}{4}$ dm. (kwart-duim), hol of solied.
- (xiii) Skroefslutels en tange langer as 12 duim.
- (g) **Elektrisiërs:** Groot vyle, blaaslampe, spanskroewe, groot beitels, saagblaie en skroefsnijgereedskap.

14. DIENSBEÏNDIGING.

- (1) 'n Werknemer wat sy diens by 'n werkgever wil beëindig, en 'n werkgever wat die diens van 'n werknemer wil beëindig, moet minstens twee uur kennis gee; met dien verstande dat die diens in geen geval voor die gewone sluitingstyd mag eindig nie.
- (2) 'n Werkgever mag, in plaas van 'n werknemer die kennis te gee waarop hy geregtig is, hom 2 uur se loon betaal.
- (3) As 'n werknemer sy werk staak sonder om aan sy werkgever die kennis te gee wat in subklousule (1) van hierdie klousule voorgeskryf is, mag die werkgever van die loon wat sodanige werknemer toekom, 'n bedrag aftrek wat so veel is as die loon wat ingevolge klousule 4 van hierdie Ooreenkoms vir 'n tydperk wat gelyk is aan die tydperk van kennisgewing, betaalbaar is.
- (4) 'n Werknemer wat as 'n timmerman of skrynerker in diens is, moet toegelaat word om gedurende die tydperk van die kennisgewing in subklousule (1) genoem; sy gereedskap in orde te bring.
- (5) Twee uur se kennisgewing is nie nodig nie, tensy die betrokke werknemer minstens vyf agtereenvolgende dae by dieselfde werknemer gewerk het.

15. SPESIALE 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 1s. 7d. 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 klipskaafbankmasjien en/of 'n diamant- en karborundumsaagmasjien 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 saagblaie, 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. 10d. per uur betaal en geen ambagsman wat aldus in diens is, mag 'n loon teen 'n laer skaal aanneem nie.
- (4) 'n Werkgever mag nie toelaat dat klipmesselaarskapstelsels minder as ses voet van mekaar staan of dat stof gedurende werkure met uitlaat- of 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 die soos vir daardie werk vasgestel nie.
- (6) Alle gevierkante klip moet op die werkgever se werf of op die werk bewerk word, maar kan by die klipbreekgat kleiner gemaak word alleen met behulp van 'n splythamer. As die werkgever se werf by die klipbreekgat is, moet dit op 'n redelike afstand van die werkfront van die klipbreekgat wees.
- (7) **Steierwerk.**—'n Werkgever moet sorg dra dat alle steiers behoorlik uit goeie materiaal saamgestel is, dat dit opgerig word onder toesig van 'n bevoegde persoon wat deur die werkgever minstens 2s. 10d. per uur betaal moet word en geen vakman wat aldus in diens is, mag 'n loon teen 'n laer skaal aanneem nie.
- (8) 'n Werkgever mag nie toelaat dat 'n lugsaaiperser bedien word in 'n werkwinkel waar werknemers klip kap nie, en hy moet sorg dat so 'n masjien minstens 30 voet ver staan van klipmesselaars wat klip kap, tensy hy doeltreffende beskerming verskaf vir werknemers wat naby so 'n lugsaaiperser werk.

16. WERKENDE WERKGEWER OF VENNOOT.

Enige werkende werkgever en/of vennoot moet die werkure wat in hierdie Ooreenkoms voorgeskryf word, nakom ten opsigte van die bedryf waarin hy werkzaam is.

17. SKUILPLEK MET NAT WEER.

Op elke terrein waar bouwerkzaamhede 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 rioleringsstelsel verbind word voordat 'n aanvang met die werk gemaak word en hulle moet aan die munisipale vereistes voldoen. In alle ander gevalle waarin ander stelsels in werking is, moet daaglikse toesig uitgeoefen word om sindelikhed te verseker.

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 journeyman 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 employer 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 date 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 in and administered by the Council, shall be provided in the following manner:—

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, twopence;
- (b) in the case of journeymen, including painters and glaziers five pence.
- (c) concreters, layers of block and other floors (excluding suspended floors), employees engaged on limewashing and operators of sandpapering machines, threepence;
- (d) drivers of motor vehicles, fourpence.

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 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. 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 a provision of sub-section (1) of this section 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 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.

19. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder 15 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 gesondere bedryf in diens het, en vir elke vakman 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 voorgeskryf 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 voorgeskryf word—

- (a) in die geval van ongeskoolde arbeiders, 2d;
- (b) in die geval van ambagsmanne, ook skilders en ruit-insitters, 5d;
- (c) betonwerkers, werknemers wat blokkies en ander vloere lê (behalwe hangvloere), werknemers wat witkalk en bedieners van vloerskuurmasjiene, 3d;
- (d) drywers van motorvoertuie, 4d.

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 aangewese persone aanstel as agente om te help by die toepassing van die bepalinge 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 wat vir die doel nodig mag wees.

24. VERTONING VAN OOREENKOMS.

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

25. VRYSTELLINGS.

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

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

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

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig die bepalinge 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 vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

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

26. SICK BENEFIT DEDUCTION.

(1) Every employer shall deduct an amount of six shillings and eight pence from the remuneration due every week to each of his employees who is a member of any of the trade unions who are parties to this Agreement and for whom wages are prescribed in sub-paragraphs (vi) and (vii), paragraph (a) of clause 4 (1) 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 than 18 hours 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 six shillings and eight pence 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 deregistered, and where the Agreement remains binding in terms of section thirty-four (2) of the Act, the Minister may appoint a committee from the employers and employees on the basis of equality of employer and employees representatives and alternates in the membership of the committee; or the Minister 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.

27. 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 time, be available at the address referred to in sub-clause (1) of this clause.

(3) 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 agent of the Council, appointed in terms of clause 23 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.

Signed at Worcester on behalf of the parties this 30th day of September, 1955.

GEO. AUDAGNOTTI, *Chairman.*

J. DE V. KEYTER, *Vice-Chairman.*

S. W. VAN DER MERWE, *Secretary.*

* 2432.] [9 December 1955.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.**

BUILDING INDUSTRY, WORCESTER.

I, JOHANNES DE KLERK, 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. 2431 of 9th December, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
 Minister of Labour.

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

26. AFTREKKING VIR SIEKTEBYSTANDFONDS.

(1) Elke werkgever moet, vir die doel van 'n siektebystandfonds, 'n bedrag van 6s. 8d. aftrek van die besoldiging wat weekliks verskuldig is aan elkeen van sy werknemers wat lede is van enige van die vakverenigings wat partye is by hierdie Ooreenkoms en vir wie lone in subparagrafe (vi) en (vii) van paragraaf (a) van klousule 4 (1) voorgeskryf word; met dien verstande dat die bepaling van hierdie subklousule nie van toepassing is ten opsigte van enige sodanige werknemer wat vir dieselfde werkgever vir 18 uur of minder as 18 uur in enige week gewerk het nie.

(2) Die werkgever moet ten opsigte van die bedrae wat deur hom ingevolge subklousule (1) van hierdie klousule afgetrek is, op elke betaaldag aan elkeen van die betrokke werknemers 'n seël ter waarde van 6s. 8d. uitreik, en sodanige seël moet deur hom met sy handtekening en die datum van uitreiking leesbaar gekanselleer word.

(3) Die seëls genoem in subklousule (2) van hierdie klousule, moet deur die werkgever by die Raad gekoop word en die werkgever moet steeds 'n genoegsame reserwe daarvan in voorraad hou; met dien verstande dat die werkgever terugbetaling van die Raad ter waarde van enige ongebruikte seëls kan ontvang.

(4) Die Raad moet aan die siektefonds van die Western Province Building and Allied Trades alle bedrae betaal ten opsigte van seëls wat deur werkgevers ingevolge subklousule (3) van hierdie klousule gekoop word; met dien verstande dat enige terugbetalings aan die werkgevers ten opsigte van die waarde van enige ongebruikte seëls van sodanige betalings afgetrek kan word.

(5) Ingeval die Raad ophou om te bestaan of geregistreer word en as die Ooreenkoms bindend bly kragtens klousule 34 (2) van die Wet, kan die Minister 'n komitee aanstel uit die werkgevers en die werknemers op die basis van gelyke verteenwoordiging van werkgevers en werknemers of hulle plaasvervangers as lede van die komitee, of die Minister kan 'n kurator of kurators aanstel om die pligte van die Raad, soos in subklousules (3) en (4) van hierdie klousule neergelê, uit te voer. Vir sodanige doel besit sodanige kurator of kurators al die magte van die Raad.

27. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Binne 14 dae van die datum van die inwerkingtreding van hierdie Ooreenkoms af, en, in die geval van 'n werkgever wat besigheid begin doen nadat hierdie Ooreenkoms in werking getree het, binne 14 dae nadat hy aldus besigheid begin doen, moet elke werkgever in die nywerheid die Sekretaris van die Raad in kennis stel van die naam waaronder hy sy besigheid dryf asook van die adres vanwaar die besigheid gedryf word.

(2) Die rekords wat so 'n werkgever verplig is om by te hou, moet, kragtens artikel sewe-en-veertig van die Wet, beskikbaar wees aan die adres genoem in subklousule (1) van hierdie klousule.

(3) Die rekords genoem in subklousule (2) van hierdie klousule moet op aanvraag deur enige agent van die Raad, wat kragtens klousule 23 van hierdie Ooreenkoms aangestel is, deur genoemde werkgever te alle tye aan genoemde adres voorgelê word.

(4) Die rekords genoem in subklousule (2) van hierdie klousule moet deur die werkgever aan genoemde adres voorgelê word op aanvraag van enige aangewese agent wat kragtens artikel twee-en-sestig van die Wet deur die Minister aangestel is ten einde die Raad te help om sy werk te doen.

Namens die partye op hede die 30ste dag September 1955 in Worcester geteken.

GEO. AUDAGNOTTI, *Voorsitter.*

J. DE V. KEYTER, *Ondervoorsitter.*

S. W. VAN DER MERWE, *Sekretaris.*

* No. 2432.] [9 Desember 1955.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

BOUNYWERHEID, WORCESTER.

Ek, JOHANNES DE KLERK, 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 bepalinge van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Worcester, gepubliseer by Goewermentskennisgewing No. 2431 van 9 Desember 1955, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
 Minister van Arbeid.