



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. CCI.]

PRYS 6d.

PRETORIA, 23 SEPTEMBER 1960.

PRICE 6d.

[No. 6534.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1465.] [23 September 1960.
WET OP NYWERHEIDSVERSOENING, 1956.

BOUNYWERHEID, WORCESTER.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

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

J. DE KLERK,
Minister van Arbeid.
(1058/208B.)

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
WORCESTER.

OOREENKOMS

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

Worcester Master Builders' and Allied Trades' Association

A—551460

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1465.] [23 September 1960.
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, WORCESTER.

I, JOHANNES DE KLERK, Minister of Labour, hereby—

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

J. DE KLERK,
Minister of Labour.
(1058/208B.)

SCHEDULE.

WORCESTER BUILDING INDUSTRIAL COUNCIL.

AGREEMENT

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

Worcester Master Builders' and Allied Trades' Association

I—6534

(hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

Western Province Building Workers' Union

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

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

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet nagekom word in die landdrosdistrik Worcester deur die werkgewers en die werknemers wat die Bounywerheid beoefen of daarby betrokke is; met dien verstande dat dit—

- (a) op vakleerlinge van toepassing is slegs vir sover dit nie strydig is met die bepalinge van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat ingevolge daarvan aangegaan of voorwaardes wat ingevolge daarvan vasgestel is nie;
- (b) op kwekelinge wat ingevolge die Wet op Opleiding van Ambagsmanne, 1951, opgelei word, slegs van toepassing is vir sover dit nie strydig is met die bepalinge van daardie Wet of met voorwaardes wat daarkragtens vasgestel is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKEYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruij word en in die Wet op Nywerheidsversoenig, 1956, omskryf is, het dieselfde betekenis as in daardie Wet en enige verwysing na 'n Wet omvat alle wysigings van dié Wet; voorts, tensy dit strydig met die samehang is, beteken—

„Wet” die Wet op Nywerheidsversoenig, 1956;
 „vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat geregistreer is kragtens die bepalinge van die Wet op Vakleerlinge, 1944, soos gewysig, en wat van tyd tot tyd gewysig kan word en met inbegrip van 'n minderjarige wat ingevolge daardie Wet op proef dien;
 „gebou” alle mure, stutmuur of monumente;
 „Bounywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met 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, leidak- en dakpanwerk;

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

verniswerk, met inbegrip van poleerwerk met 'n kwas of kussinkie, en met enige komposisie spuit;
skrynwerk, 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 kap en bou van sierklipwerk, betonwerk en die vassit of bou van voorafgevoormde of kunsklip of marmerplaveiwerk, mosaïekwerk, voegwerk, die beteeëling van vloere en mure, die bediening van klipwerkmasjinerie en die skerpmaak van klipmesselgereedskap;

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;

skilderwerk, met inbegrip van sierwerk, afwitwerk, houtvlamwerk, ruite insit, marmerwerk, plakwerk, beits, letterskildering en muurversiering en verniswerk;

pleisterwerk, met inbegrip van modelleerwerk, granoliet- en komposisiebevloering, voorafgegiëte of kunsklipwerk, die beteeëling van mure en vloere, plavei- en mosaïekwerk;

loodgieterswerk, met inbegrip van loodlaswerk, die aanlê van gas, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfaterwerk, ventilering, verwarming, die aanlê van warm- en kouewater, die aanbring van brandblusinstallasie en die maak en aansit van loodgieters toebehore uit plaatmetaal;

(hereinafter called “the employers” or “the employers’ organisation”), of the one part, and

Western Province Building Workers' Union

(hereinafter called the “employees” or “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 the employers and the employees engaged or employed in the Building Industry; provided they shall—

- (a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any conditions fixed thereunder;
- (b) apply to trainees under the Training of Artisans Act, 1951, only to the extent to which they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1956;

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

“building” means any walls, retaining walls or monuments;

“Building Industry” 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 form a permanent part of the building;

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

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

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

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

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

houtwerk, met inbegrip van timmerwerk, houtbewerking, masjienwerk, houtdraai- en houtsnijwerk, die aanbring van sinkplaat, 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 en kurk en die afwerk daarvan met skuurpapier;

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

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

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

„distrikswerk” werk in die Nywerheid binne die landdrosdistrik Worcester wat—

- (a) ingeval die inrigting van die werkgever in die munisipale gebied van Worcester is, buite ’n straal van twee myl van die hoofskantoor, Worcester, af geleë is;

- (b) ingeval die inrigting van die werkgever binne enige ander munisipale gebied of gebied van ’n dorpsbeheerraad binne die landdrosdistrik 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 werkgever, 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 perseel waarvan die adres, kragtens klousule 27 van hierdie Ooreenkoms, deur die werkgever aan die Raad bekendgemaak moet word, en in gevalle waarin die werkgever versuim het om die Sekretaris aldus in kennis te stel, die perseel waarvandaan hy gewoonlik sy besigheid dryf;

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

„ambagsman” ’n werknemer in die werksaamhede genoem in die lys ambagte „messelwerk” tot „houtwerk” in die woordomsnywing van „Bounywerheid” wat ’n leertyd ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, deurloop het of wat ’n kwalifiserende bedryfstoets afgeleë het of aan wie ’n sertifikaat van bekwaamheid uitgereik is ingevolge die Wet op Opleiding van Ambagsmanne, 1951;

„afwitter” ’n werknemer wat ’n mengsel van kalk en water, of ’n mengsel van kalk en water waarby ’n kleurstof gevoeg is aan enige oppervlakte aanbring;

„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 dié werk bestee word;

„geskikte slaapplek” ’n waterdigte skuiplek met ’n hout- of sementvloer, 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 loon wat in klousule 4 voorgeskryf word;

„ongeskoolde arbeider”, ’n werknemer wat ongeskoolde werk verrig;

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

- (a) die werksaamhede wat uitdruklik in die lys ambagte, naamlik *messelwerk tot houtwerk* in die woordomsnywing van „Bounywerheid” genoem word;

- (b) dié van ’n motorvoertuigdrywer, vloerskuurmasjienbediener, betonwerker, afwitter;

- (c) dié lê van blokkies- en ander vloere;

- (d) ruite insit.

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) Afwitter	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	8

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

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

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

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

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

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

- (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 clause 27 of this Agreement required to notify the Council, and where any employer has failed so to notify the Secretary the premises from which he normally conducts his business;

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

„journeyman” means an employee in the activities referred to in the list of trades, „bricklaying” to „woodworking”, in the definition „Building Industry”, who has completed a period of apprenticeship in terms of the Apprenticeship Act, 1944, as amended, or who has passed a qualifying trade test or been issued with a certificate of competency in terms of the Training of Artisans Act, 1951;

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

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

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

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

„unskilled labourer” means an employee performing unskilled work;

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

- (a) the activities specifically referred to in the list of trades, namely *bricklaying to woodworking*, in the definition of „Building Industry”;

- (b) that of a driver of a motor vehicle, operator of a floor sandpapering machine, concretor, limewasher;

- (c) the laying of block and other floors; and

- (d) glazing.

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 in laying of block and other floors (excluding suspended floors)	1	9
(iii) Operator of a floor sandpapering machine	1	9
(iv) Concretor	1	7
(v) Limewasher	0	9½
(vi) Employees engaged in painting and/or glazing	2	0
(vii) Employees in all other trades	2	10
(viii) Unskilled labour	0	8

Met dien verstande dat die weekloon van 'n werknemer tot en met 30 September 1960 op die grondslag van 'n week van vier-en-veertig uur bereken moet word ondanks die feit dat 'n week van ses-en-veertig uur gewerk word.

(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 dié dag gewerk is, teen die hoër 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 Werkgewer moet sy werknemer, benewens die loon wat in subklousule (1) voorgeskryf is, minstens 10 persent van die loon betaal ten opsigte van elke uur of gedeelte van 'n uur wat die werknemer gevaarlike werk verrig.

Vir die toepassing van hierdie subklousule beteken „gevaarlike werk” enige werk—

(a) wat in 'n staats-, provinsiale of munisipale wet of regulasie met betrekking tot die 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 hangsteier, hangstoeltjie, of 'n dak of afskuifdeur, op 'n hoogte van meer as 30 voet bo die grond, in verband met die vernuwung, 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 werkgewer hom of—

(a) minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tyd wat hy gewoonlik op 'n weekdag werk of ten minste twee maal sy gewone loon ten opsigte van die hele tydperk wat hy op die Sondag werk, watter ook al die meeste is; of

(b) teen minstens 1½-maal sy gewone loon betaal 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 dag 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, Hemelvaartsdag of Gelofte-dag werk nie, moet sy werkgewer hom ten opsigte van dié dag gewerk 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, Hemelvaartsdag, Gelofte-dag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom ten opsigte van die totale tyd deur hom op dié dag gewerk, minstens sy gewone loon betaal, plus die besoldiging 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) *Lewenskostetoelae.*—Benewens enige ander besoldiging waarop die werknemer geregtig is, moet elke werkgewer aan elkeen van sy werknemers lewenskostetoelae soos volg betaal:—

(a) In die geval van werknemers vir wie lone in klousules 4 (1) (a) (vi) en 4 (1) (a) (vii) voorgeskryf is 'n bedrag van een sjieling per uur ten opsigte van 'n maksimum van 44 gewone werkure per week ondanks die bepalinge van klousule 9 (1) (a), plus of min 1d. per uur v.r. elke volle 1·357 punte waarmee die indeksyfer onderskeidelik meer of minder as 77·61 word.

Die lewenskostetoelae wat ingevolge hierdie paragraaf 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 betaalbaar is en betaal moet word.

„Indeksyfer” beteken die beswaarde gemiddelde indeks betreffende alie items 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 Oktober 1958 van 100 punte en in die maandelikse Bulletin van Statistieke gepubliseer.

Enige aanpassings van die lewenskostetoelae wat voortspruit uit 'n verandering van die indeksyfer 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) Ander werknemers is geregtig op lewenskostetoelae ooreenkomstig die bepalinge van Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige daaropvolgende maatreël wat dit vervang.

Provided that up to and including 30th September, 1960, the weekly remuneration of an employee shall be calculated on the basis of a forty-four hour week notwithstanding that a forty-six hour week is worked.

(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 him either—

(a) not less than double the remuneration payable in respect of the period which he ordinarily works on a week day or not less than double his ordinary rate of remuneration in respect of the total period he works on such Sunday whichever is the greater; 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 Sunday 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 day 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, Ascension Day and Day of the Covenant, his employer shall pay him in respect of such day remuneration at a rate of not less than his ordinary wage as if he had on such day worked his average ordinary working hours for that day of the week.

(b) Whenever an employee works on Good Friday, Ascension Day, 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-clauses (4) and (5) of this clause, shall be paid to the employee concerned not later than the first pay-day following the period in respect of which the remuneration is payable.

(7) *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 employees for whom wages are prescribed in clauses 4 (1) (a) (vi) and 4 (1) (a) (vii) an amount of one shilling per hour in respect of a maximum of 44 ordinary working hours per week the provisions of clause 9 (1) (a) notwithstanding, plus or minus 1d. per hour for every completed 1·357 points by which the index figure rises or falls above or below 77·61 respectively.

The cost of living allowance payable in terms of this paragraph 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 become payable and be paid.

“Index figure” means the weighted average index relating to all items for the nine principal urban areas in the Union of South Africa as assessed by the Director of Census and Statistics on the October, 1958 basis of 100 points and published in the monthly Bulletin of Statistics. Any adjustments in the rate of cost of living allowance consequent upon a variation of 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) Other employees shall be entitled to cost of living allowances in accordance with the provisions of War Measure No. 43 of 1942, as amended, or any subsequent measure replacing same.

5. STUKWERK, TAAKWERK EN AANSPORINGSWERK.

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

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

(3) 'n Werkgewer 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 bepalinge van so 'n skema kan ooreenkom.

(4) Die bepalinge van enige sodanige 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, waartoe die partye ooreengekom het toe hulle die Ooreenkoms aangegaan het.

6. BETALING VAN LONE EN OORTYD.

(1) Alle verskuldigde lone, oortydverdienste en alle ander besoldiging moet weekliks voor ophoudt 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 werkgewer en werknemer bepaal word.

(2) Verskuldigde lone, oortydverdienste en alle ander besoldiging moet aan werknemers oorhandig word in verseëelde koeverte waarop die name van die werkgewer en werknemer, die getal ure wat gewerk is, aftrekkings wat gedoen is, die ingeslote bedrag en die tydperk ten opsigte waarvan betaling gedoen word, vermeld word.

(3) Behoudens klousule 12 (2), 21 (1) en 25 (1) moet lone, dienste 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 regs-geding namens die werknemer deur die werkgewer betaal is, afgetrek mag word.

7. DISTRIKSWERK.

(1) Benewens die lone voorgeskryf in klousule 4 van hierdie Ooreenkoms moet aan werknemers wat gestuur word om distrikswerk te doen waar daar 'n redelike treindiens beskikbaar is, ondergenoemde toelaes deur die werkgewer betaal word:—

(a) In die geval van 'n werknemer wat binne 'n straal van twintig myl van die spoorwegstasie naaste aan sy huis werk en wat daagliks na sy huis terugkeer, 'n tweedeklasretoerkaartjie daagliks. Betaling word slegs gedoen vir tyd wat werklik op die werk deurgebring word.

(b) In die geval van 'n werknemer wat binne 'n straal van twintig myl van die spoorwegstasie naaste aan sy huis werk en nie daagliks na sy huis terugkeer nie en 'n werknemer wat verder as dit werk—

(i) 'n tweedeklasreiskaartjie na en van die werkplek onderskeidelik by die aanvang en voltooiing van die werk. Betaling teen die gewone uurloon van die betrokke werknemer soos voorgeskryf in klousule 4 word slegs gedoen vir tyd wat daar gedurende werkure gereis is;

(ii) as die werknemer sy huis gedurende naweke besoek en op die gewone aanvangs- en afsluitings-tyd op Maandag na die werk terugkeer, 'n tweedeklasretoerkaartjie elke naweek as die werkplek binne 'n straal van vyftig myl van die Hoofposkantoor, Worcester, geleë is, en 'n tweedeklasretoerkaartjie al om die ander naweek as die werkplek verder as vyftig myl van die Hoofposkantoor, Worcester, geleë is; met dien verstande dat as die reis nie onderneem word nie, geen betaling in plaas van die reiskaartjie betaalbaar is nie. Geen besoldiging is betaalbaar ten opsigte van tyd wat gedurende die naweek gereis is nie;

(iii) in die geval van alle werknemers, uitgesonderd ongeskoolde arbeiders, 2s. 6d. per dag uitslaaptoeae waar geskikte slaapplek deur die werkgewer verskaf word of 2s. 6d. per dag uitslaaptoeae plus 7s. 6d. per dag in plaas van sodanige slaapplek;

(iv) in die geval van ongeskoolde arbeiders, 1s. per dag uitslaaptoeae as geskikte slaapplek deur die werkgewer verskaf word of 1s. per dag uitslaaptoeae en 2s. 6d. per dag in plaas van sodanige slaapplek.

(2) Werknemers wat distrikswerk doen waar 'n treindiens nie beskikbaar is nie moet deur die werkgewer op laangse koste van vervoer na en van die werkplek voorsien word. As dié werknemers nie daagliks na hul huise terugkeer nie, is hulle geregtig op die toelaes wat in paragraaf (iii) of (iv) na gelang van die geval, van subklousule (1) (b) hierbo vir werknemers van hul klas voorgeskryf is en moet dit aan hulle betaal word.

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

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

(2) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clause (3) and (4) hereunder.

(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 shall be made at such time as may be agreed upon mutually between the employer and the employee.

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

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

7. DISTRICT WORK.

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

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

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

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

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

(iii) in the case of all employees other than unskilled labourers, 2s. 6d. per day sleeping-out allowance where suitable sleeping accommodation is provided by the employer or 2s. 6d. per day sleeping-out allowance plus 7s. 6d. per day in lieu of such accommodation.

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

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

8. STAP- EN VERVOERTYD.

(1) As 'n werkgewer se inrigting in die munisipale gebied van Worcester geleë is en die werkplek is verder as twee myl van die Hoofposkantoor, Worcester af; as die werkgewer se inrigting binne enige ander munisipale gebied of die gebied van 'n dorpsbeheerraad geleë is en die werkplek is verder as twee myl van die hoofposkantoor af in die ander munisipale gebied of die gebied van die dorpsbeheerraad; en in die geval van enige ander werknemer, as die werkplek verder as twee myl van die hoofposkantoor naaste aan sy inrigting geleë is, moet aan 'n werknemer wat na so 'n werk gestuur word 'n kwart van sy uurloon betaal word vir elke myl of deel van 'n myl wat die werkplek verder as die genoemde straal van twee myl geleë is.

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

(3) 'n Werkgewer is geregtig om in plaas van bostaande, self vervoer te verskaf of om vir vervoer van sy inrigting na en van die werkplek te betaal in plaas van die toelae te betaal wat hierbo genoem word.

(4) Enige tyd wat 'n werknemer bestee om na of van die werk te gaan, word nie as werktyd gereken nie.

(5) Alle werknemers wat op 'n toelae ten opsigte van stap- of vervoertyd geregtig is, moet dié toelaes tesame met die besoldiging wat ingevolge klousule 4 van hierdie Ooreenkoms verskuldig is, betaal word.

9. WERKURE.

(1) (a) Uitgesonderd soos anders bepaal by subklousules (2) en (4) van hierdie klousule mag die gewone werkure tot en met 30 September 1960 nie meer as ses-en-veertig per week van vyf werkdade wees nie, wat soos volg verdeel word:—

Van Maandag tot Donderdag, hoogstens 9½ uur per dag tussen 7 vm. en 5.45 nm.; Vrydag, hoogstens 8 uur tussen 7 vm. en 4.15 nm.; met dien verstande dat as daar geen ontbyt-pouse van 15 minute toegestaan word nie die uitskeityd op die laaste om 5.30 nm. op Maandag tot Donderdag en om 4 nm. op Vrydag moet wees.

(b) Uitgesonderd soos anders bepaal by subklousules (2) en (4) van hierdie klousule mag die gewone werkure met ingang van 1 Oktober 1960 hoogstens vier-en-veertig uur per week van vyf werkdade wees, wat soos volg verdeel word:—

Van Maandag tot Donderdag, hoogstens 9 uur per dag tussen 7.15 vm. en 5.30 nm. Vrydag, hoogstens 8 uur tussen 7.15 vm. en 4.30 nm.; Met dien verstande dat as daar geen ontbyt-pouse van 15 minute toegestaan word nie, die uitskeityd op die laaste om 5.15 nm. op Maandag tot Donderdag en om 4.15 op Vrydag moet wees.

(2) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk; met dien verstande dat (a) geen werknemer tot en met 30 September 1960 meer as een skof van 9½ uur gedurende enige 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 46 uur per week mag oorskry nie; en (b) geen werknemer van 1 Oktober 1960 af meer as een skof van 9 uur gedurende enige 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.

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

(4) Geen werknemer mag, solank hy by 'n werkgewer in diens is, hetsy vir besoldiging of nie, werk in die Bounywerheid 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, uitgesonderd dat so 'n werknemer slegs werk vir homself kan doen.

(5) *Etensonderbrekings.*—'n Werkgewer 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 die pouse word nie as deel van die gewone werkure of oortydure beskou nie; met dien verstande dat as die pouse langer as een uur duur, al'e tyd bo 1½ uur beskou word as deel van die gewone werkure, of na gelang van die geval, van oortydure.

(6) *Werkure moet aaneenlopend wees.*—Uitgesonderd soos bepaal by subklousules (1) en (5) moet alle werkure aaneenlopend wees.

10. OORTYD.

(1) *Oortydure.*—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 tyd wat by klousule 9 (1) bepaal is, as oortyd beskou word.

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

8. WALKING AND TRANSPORT TIME.

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

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

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

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

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

9. HOURS OF WORK.

(1) (a) Except as provided otherwise in sub-clauses (2) and (4) of this clause the ordinary working hours up to and including the 30th September, 1960, shall not exceed forty-six hours per week of five working days, apportioned as follows:—

From Mondays to Thursdays, not more than 9½ hours per day between 7 a.m. and 5.45 p.m.; Fridays, not more than 8 hours between 7 a.m. and 4.15 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 5.30 p.m. on Mondays to Thursdays and 4 p.m. on Fridays.

(b) Except as provided otherwise in sub-clauses (2) and (4) of this clause, the ordinary working hours with effect from 1st October, 1960, shall not exceed forty-four hours per week of five working days, apportioned as follows:—

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

(2) An employer may engage employees to work two or three shifts during any period of 24 hours; provided that (a) up to and including 30th September, 1960, no employee shall be allowed to work more than one shift of 9½ 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 46 hours during any week; and (b) as from the 1st October, 1960, no employee shall be allowed to work more than one shift of 9 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.

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

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

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

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

10. OVERTIME.

(1) *Overtime Hours.*—All time, other than time worked on any day mentioned in sub-clauses (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 time stipulated in clause 9 (1) shall likewise be deemed to be overtime.

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

(3) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer vir elke uur of gedeelte van 'n uur oortyd deur hom in 'n week gewerk, minstens sy gewone uurloon betaal, plus die ekwivalent van een uur se lewenskostetoelae vir 'n werknemer van sy klas in subklousule (7) van klousule 4 voorgeskryf; met dien verstande dat as die lewenskostetoelae wat betaalbaar is vir oortyd, minder as een-derde van 'n werknemer se gewone loon vir dieselfde tydperk is, die 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 lewenskostetoelae in die geval van werknemers, uitgesonderd werknemers vir wie lone in klousules 4 (1) (a) (vi) en 4 (1) (a) (vii) van hierdie Ooreenkoms voorgeskryf is, bereken deur die voorgeskrewe weeklike lewenskostetoelae deur 44 te deel, en dit moet tot die volgende oortjie bereken word.

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

11. JAARLIKSE VERLOFTYDPERK.

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

- wat om 4 nm. op 15 Desember 1960 begin en om 7 vm. op 9 Januarie 1961 eindig;
- wat om 4 nm. op 15 Desember 1961 begin en om 7 vm. op 8 Januarie 1962 eindig;
- wat om 4 nm. op 14 Desember 1962 begin en om 7 vm. op 7 Januarie 1963 eindig.

(2) *Betaling ten opsigte van die jaarlikse verloftyd.*—(a) Werknemers, uitgesonderd ongeskoolde arbeiders en vakleerlinge, moet betaal word ooreenkomstig die bepalinge van klousule 12 (Verloffonds) van hierdie Ooreenkoms.

(b) 'n Ongeskoolde arbeider is op of voor die aanvangsdatum van die verloftyd in enige jaar en benewens enige ander verskuldigde besoldiging geregtig op en hy moet twee weke se loon en lewenskostetoelae betaal word teen die loonskaal wat hy onmiddellik voor dié verloftyd ontvang het.

(3) As 'n ongeskoolde arbeider se dienskontrak in enige jaar voor die verloftyd eindig, is hy geregtig op en moet hy op die datum van sy diensbeëindiging betaal word ooreenkomstig die bepalinge van artikel een-en-twintig (3) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, asof hy deur daardie Wet gedek word.

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

(5) Vir die toepassing van hierdie klousule omvat die uitdrukking „diens” 'n tydperk of tydperke waarin 'n werknemer—

- (i) ingevolge subklousule (1) met verlof afwesig is;
- (ii) verplig is om ingevolge die Verdedigingswet, 1957, opleiding mee te maak;
- (iii) op las of op versoek van sy werkgewer van sy werk 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 ingevolge die Raad se vorige Ooreenkoms, afgekondig by Goewermmentskennissgewing No. 2431 van 9 Desember 1955, vanaf die datum waarop sodanige verlof laas vir hom opgeloo het;
- (b) in die geval van enige ander werknemer, vanaf die datum waarop hy by sy werkgewer in diens getree het of vanaf dié datum waarop hierdie Ooreenkoms in werking tree, na gelang van die jongste datum.

12. VERLOFFONDS.

(1) 'n Fonds wat bekendstaan as die Verloffonds van die Worcesterse Nywerheidsraad vir die Bounywerheid moet deur die Nywerheidsraad geopen word sodra hierdie Ooreenkoms in werking tree en alle bedrae wat in die krediet van die Verloffonds gehou word wat by Goewermmentskennissgewing No. 2291 van 15 September 1950 gestig en by Goewermmentskennissgewing No. 1925 van 22 Augustus 1952 en Goewermmentskennissgewing No. 2431 van 9 Desember 1955 voortgesit is, moet op genoemde Verloffonds van die Worcesterse Nywerheidsraad vir die Bounywerheid oorgedra word.

(2) Benewens enige ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer ten opsigte van elke uur wat deur elk van sy werknemers van ondervermelde klasse gewerk word en soos voorgeskryf in hierdie klousule soos volg tot die fonds bydra:—

- (a) Werknemers vir wie lone in klousules 4 (1) (a) (vi) en 4 (1) (a) (vii) van hierdie Ooreenkoms voorgeskryf is—3d. per uur.
- (b) Bedieners van vloerskuurmasjiene, motorvoertuigdrywers, betonwerkers en werknemers wat blokkies- en ander vloere lê (uitgesonderd hangvloere)—2d. per uur.
- (c) Afwitters—2d. 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

(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 (7) 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 for the same period such employee shall be paid at the rate of one and one-third times 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 those for whom wages are prescribed in clauses 4 (1) (a) (vi) and 4 (1) (a) (vii) of this Agreement shall be arrived at by dividing the weekly cost of living allowance prescribed by 44, and shall be calculated to the next farthing.

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

- 4 p.m. on the 15th December, 1960, and ending at 7 a.m. on the 9th January, 1961;
- 4 p.m. on the 15th December, 1961, and ending at 7 a.m. on the 8th January, 1962;
- 4 p.m. on the 14th December, 1962, and ending at 7 a.m. on the 7th January, 1963.

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

(b) An unskilled labourer shall, on or before the date of commencement of the holiday period in any year, and in addition to any other remuneration due, be entitled to and be paid two week's wage and cost of living at the rate of pay he was receiving immediately prior to such holiday period.

(3) Where an unskilled labourer's contract of service terminates prior to the holiday period in any year, he shall be entitled to and shall on the date of such termination be paid in accordance with the provisions of section twenty-one (3) of the Factories, Machinery and Building Work Act, 1941, as though covered by that Act.

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

(5) 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 Defence Act, 1957;
- (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. 2431, dated 9th December, 1955, from the date on which such leave had last accrued to him;
- (b) in 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) A fund known as the Worcester Building Industrial Council Holiday Fund shall be opened by the Industrial Council immediately upon the coming into operation of this Agreement, and any monies standing to the credit of the Holiday Fund established under Government Notice No. 2291 of the 15th September, 1950, and continued under Government Notice No. 1925 of the 22nd August, 1952 and Government Notice No. 2431 of the 9th December, 1955, shall be transferred to the said Worcester Building Industrial Council Holiday Fund.

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

- (a) Employees for whom wages are prescribed in clauses 4 (1) (a) (vi) and 4 (1) (a) (vii) of this Agreement: 3d. per hour.
- (b) Operators of floor sandpapering machines, drivers of motor vehicles, concretors and employees engaged in laying block and other floors (excluding suspended floors): 2d. per hour.
- (c) Limewashers: 2d. per hour.

Provided that the said contributions shall be payable in respect of not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates; provided further that no contribution shall be payable in respect of any

sodanige werknemer nie meer as 18 uur gewerk het nie; maar dat, as sodanige werknemer meer as 18 uur in enige week gewerk het, die volle weeklikse bydrae ten opsigte van 44 uur 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 per week gewerk het, die verskil tussen sy werklike werkyd 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 2d. 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 betaal-dag tot die waarde van die bydrae uitreik. Die uitgereikte seëls moet leesbaar deur hom met sy naam en die datum geroeper wees, en elke werknemer moet onmiddellik of so gou doenlik die seëls in 'n bydrae-boekie inplak wat van die Sekretaris van die Raad verkry en deur die werknemer gehou moet word.

Aansoek om 'n bydrae-boekie moet so gou moontlik na die datum van inwerking-treding 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 toerikende reserwevoor-raad moet te alle tye deur die werkgever gehou word; met dien verstande dat 'n werkgever terugbetaling vir die waarde van alle ongebruikte seëls wat terugbesorg is van die Raad kan ontvang.

(5) Onmiddellik na die eerste betaaldag in November in enige jaar moet die werknemers hul bydrae-boekies 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 bydrae-boekies 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 van enige jaar moet sy bydrae-boekie regstreeks per geregistreerde pos aan die Sekretaris stuur.

(7) Betaling van die bedrae wat bydraes toekom, moet vir sover doenlik gemaak word op die laaste werkdag voor die aanvang van die jaarlikse verloftyd in enige 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 bydrae-boekie wat van die Raad verkry is, ingeplak is en die bydrae-boekie 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 opge-eis is nie, veral aan die algemene fonds van die Raad met dien verstande dat die Raad verplig is om alle eise wat na verstryking van die genoemde tydperk van ses kalendermaande ingedien word op hulle meriete te behandel en kan (sonder wettige aanspreeklikheid) te eniger tyd magtiging verleen vir betaling van eise uit gelde wat kragtens hierdie subklousule aan die Raad 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, moet 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 en dit nie binne ses maande daarna vir 'n verdere tydperk van krag verklar word of deur 'n nuwe ooreenkoms van die Raad vervang word waarin voorsiening gemaak word vir die voortsetting van die Fonds nie, moet die Fonds verder deur die Raad beheer word totdat dit gelikwider of deur die Raad aan enige ander fonds oorgedra is wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Fonds gestig is.

(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, kan die Registrateur 'n komitee, bestaande uit 'n gelyke getal werkgevers- en werknemersverteenwoordigers, in die Nywerheid aanstel en moet dié komitee die Fonds bly beheer. Vakatures wat in die komitee ontstaan, kan deur die Registrateur gevul word uit onderskeidelik werkgevers en werknemers ten einde die ewewig tussen werkgevers- en werknemersverteenwoordigers in die komitee te verseker. Ingeval die komitee nie in staat is nie, of onwillig is, om sy werk te verrig, of ingeval 'n dooie-punt ontstaan wat, na die mening van die Registrateur, 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

week during which an employee has worked not more than 18 hours, but when an employee has worked for more than 18 hours in any week, the full weekly contribution in respect of 44 hours, shall be payable whether the employee has worked the full 44 hours or not; provided further that if an employee has worked for more than 18 hours but less than 44 hours in any week the difference between the actual time worked and 44 hours may be deducted from his ordinary wages at the following rates: 3d. per hour in respect of employees mentioned in sub-clause 2 (a) of this clause; 2d. per hour in respect of employees mentioned in sub-clause 2 (b) of this clause; and 2d. per hour per employee 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 on 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 of this Agreement, and shall be on a form to be obtained from the Council.

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

(5) Immediately after the first pay-day 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 acknowledgement thereof and stating the value of the stamps therein to the credit of such employee.

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

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

(6) A contributor who is unemployed on the date of the first pay-day 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 on the last working day before the date of commencement of the annual holiday period in any year.

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

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

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

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

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

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

(13) In the event of the dissolution of the Council or in the event of it ceasing to function during any period for which this Agreement is binding, in terms of section thirty-four (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers' or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out 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

die geval, deur die kurator of kurators gelikwieder word op die wyse uiteengesit in subklousule (14) van hierdie klousule en as die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwieder en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos bepaal by artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad 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 likwidasiëkoste, aan die algemene fonds van die Raad oorbetal word.

(15) Die inkomste- en uitgawerekening van die Fonds moet elke jaar voor of op 31 Maart vir die twaalf maande eindigende op 31 Desember van die vorige jaar deur 'n openbare rekenmeester geouditeer word. 'n Afskrif van die rekenings gesertifiseer deur die Raad se auditor en mede-onderteken deur die voorsitter van die Raad tesame met enige verslag wat genoemde outiteur daaroor gedoen het, moet aan die Nywerheidsregistrator gestuur word en nog 'n afskrif moet in die kantoor van die Raad ter insae lê.

13. BERE EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkgewer moet fasiliteite by alle werke verskaf vir die toesluit van gereedskap. Die werkgewer is aanspreeklik vir verlies wat deur werknemers gelyk kan word aan gereedskap as gevolg van brand op die bousterrein.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap by die werk verskaf. As geen slypsteen by 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, skroefslutels, koevoete, handbore en boorysters langer as 12 duim en alle hamers swaarder as 3 pond.

(a) *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 bousterreine van toepassing nie.

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

(d) *Skilders en plakkers*.—Alle gereedskap, uitgesonderd stopverfmesse, stoffers, plakkerskwaste en -skere.

(e) *Pleistersaars*.—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 swaar kalfaterysters en smeltpotte.

(vi) Metaalpotte en groot gietlepele.

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

(viii) Soldeerysters.

(ix) Vyle en ystersaaglemme.

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

(xi) Klinkstelle vir klinknaels No. 12 en groter en groefgereedskap.

(xii) Deurslae met 'n deursnee van meer as 1/4 dm. (kwart-duim), hol of solied.

(xiii) Skroefslutels en tange langer as 12 duim.

(g) *Elektrisiërs*.—Groot vyle, blaaslampe, spanskroewe, groot beitel, saaglemme en draadsnijgereedskap.

14. DIENSBEÏNDIGING.

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

(2) 'n Werkgewer kan, in plaas van 'n werknemer die kennis te gee waarop hy geregtig is, hom 2 uur se loon plus lewenskostetoelae betaal.

(3) As 'n werknemer sy werk staak sonder om aan sy werkgewer die kennis te gee wat in subklousule (1) van hierdie klousule voorgeskryf is, kan die werkgewer 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 plus lewenskostetoelae daarop vir 'n tydperk wat gelyk is aan die tydperk wat kennis gegee is.

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

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

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

13. STORAGE AND SUPPLY OF TOOLS.

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

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

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

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

(b) *Carpenters*.—All cramps, hand screws, glue brushes, wrenches, crowbars, augers and bits over 12 inches long and all hammers over 3 lb.

(c) *Stonemasons and Stonecutters*.—

(i) Tools for working granite and hard stones.

(ii) For stonecutters suitable sheds, the 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 granolite.

(f) *Plumbers*.—

(i) Machines used in the shop or on the job.

(ii) Stakes and riveting bars and drills of all sizes.

(iii) Screwing-tackle such as stock, dies, taps and ratchets,

(iv) Pipe-cutting tools and vices.

(v) Special and heavy caulking irons and firepots.

(vi) Metal pots and large ladles.

(vii) Chisels, punches and wall-pins over 9 inches in length.

(viii) Soldering irons.

(ix) Files and hack-saw blades.

(x) Mandrills over 9 inches in diameter.

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

(xii) Punches over 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.

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

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

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

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

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

Werkgewers en werknemers moet die volgende bepalinge nakom:—

- (1) *Betonwerk.*—Elke werkgever moet behoudens die voorbehoudsbepaling van subklousule (1) van klousule 4 van hierdie Ooreenkoms 'n werknemer teen 'n loon van minstens 1s. 7d. per uur 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 en 'n werknemer wat aldus in diens is, mag nie 'n laer loon aanneem nie.
- (2) 'n Werkgever moet 'n werknemer wat in diens is vir die stel van saaglemme, stel van klippe in gereedheid om gesaag te word en/of vasmaak of waterpas stel van alle klippe vir poleermasjiene, behoudens die voorbehoudsbepaling van subklousule (1) van klousule 4 van hierdie Ooreenkoms '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.
- (3) 'n Werkgever mag nie toelaat dat klipmesselaarskapstellasies minder as ses voet van mekaar staan of dat stof gedurende werkure met uitlaat- of ander lug weggeblaas word nie.
- (4) Geen werkgever mag klip in 'n gebou of bouwerk in die gebied waarop hierdie Ooreenkoms betrekking het, gebruik wat gekap is in enige gebied van die Unie van Suid-Afrika waarin die loonskaal vir die betrokke werk laer is as dié soos vir daardie werk vasgestel nie.
- (5) 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 doeltreffend beskerm wees en werknemers vrywaar van die gevare wat eie is aan klipbreekwerk.
- (6) *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.
- (7) 'n Werkgever mag nie toelaat dat 'n lugsaaamperser bedien word in 'n werkswinkel waar werknemers klip kap nie, en hy moet sorg dat so 'n masjien minstens 30 voet ver staan van klipmesselaars wat klip kap, tensy hy doeltreffende beskerming verskaf vir werknemers wat naby so 'n lugsaaamperser 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 REËNWEER.

Op elke terrein waar bouwerkzaamhede verrig word, moet werkgewers 'n behoorlike geleentheid verskaf waar werknemers gedurende reënweer kan skuil.

18. LATRINES.

Alle werkgewers moet op alle werke behoorlike sanitêre gemakke verskaf. Die gemakke vir blanke werknemers moet afsonderlik wees van dié wat vir Kleurlinge en Bantoes verskaf word.

Waar daar spoelriolering is, moet latrines met dié rioleringstelsel verbind word voordat 'n aanvang met die werk gemaak word en hulle moet voldoen aan die vereistes van die plaaslike bestuur. In alle gevalle waar ander stelsels in werking is, moet werkgewers sorg dat daaglikse toesig uitgeoefen word om sindelikheid te verseker.

19. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder 15 jaar mag in die Bounywerheid in diens wees nie.

20. DIENSSERTIFIKATE.

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

21. RAADSFONDSE.

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

- (1) Op die eerste weeklikse betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet elke werkgever van die loon van elkeen van sy werknemers vir wie lône by hierdie Ooreenkoms voorgeskryf word die volgende bedrae aftrek:—
 - (a) In die geval van ongeskoolde arbeiders, 2d. per week;
 - (b) In die geval van werknemers vir wie lône in klousules 4 (1) (a) (vi) en 4 (1) (a) (vii) van hierdie Ooreenkoms voorgeskryf word—tien pennes per week;
 - (c) betonwerkers, werknemers wat blokkies- en ander vloere lê (uitgesonderd hangvloere), werknemers wat afwit en bedieners van vloerskuurmasjiene—drie pennies per week;
 - (d) Motorvoertuigdrywers—vier pennies per week.

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 subject to the proviso to sub-clause 1 of clause 4 of this Agreement, who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this work, and no employee so employed shall accept wages at a lower rate of pay.
- (2) An employer shall pay a journeyman employed in fixing saw blades, setting stones ready for sawing and/or fixing new or levelling all stones for polishing machines, wages at not less than 2s. 10d. per hour, subject to the proviso to sub-clause 1 of clause 4 of this Agreement, and no journeyman so employed shall accept wages at a lower rate.
- (3) An employer shall not permit masons' bankers to be less than six feet apart or dust to be blown off with exhaust or other air during working hours.
- (4) 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.
- (5) All square stone shall be worked in the employer's working place on the job, but may be reduced in size at the quarry by the use of a small hammer only. When the employer's working place is situated at the quarry, such working place shall be adequately protected and afford employees security against the hazards inherent in the work of quarrying.
- (6) *Scaffolding.*—An employer shall ensure that all scaffolding is properly erected of sound material and under the supervision of a competent person to whom the employer shall pay not less than 2s. 10d. per hour, and no journeyman so employed shall accept wages at a lower rate.
- (7) An employer shall not permit an air compressor to be operated in a shed where employees are engaged on cutting stone and shall ensure that such machine is operated at a distance of not less than 30 feet from any mason whilst cutting stone, unless he has provided adequate protection for the employees working near the air compressor.

16. WORKING EMPLOYERS OR 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 accommodation in which employees may take shelter during wet weather.

18. LATRINES.

Proper sanitary accommodation shall be provided by employees on all jobs. The accommodation provided for employees who are white persons shall be separate from that provided for employees who are coloured persons and natives.

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

19. EMPLOYMENT OF MINORS.

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

20. CERTIFICATES OF SERVICE

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

21. COUNCIL FUNDS.

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

- (1) On the first weekly pay-day after this Agreement comes into operation and on each pay-day thereafter, every employer shall deduct from the wages of each of his employees for whom wages are prescribed in the Agreement, an amount of—
 - (a) in the case of unskilled labourers—twopence per week;
 - (b) in the case of employees for whom wages are prescribed in clause 4 (1) (a) (vi) and 4 (1) (a) (vii) of this Agreement—tenpence per week;
 - (c) concretor, layers of block and other floors (excluding suspended floors), employees engaged on lime-washing and operators of sandpapering machines—threepence per week;
 - (d) drivers of motor vehicles—fourpence per week.

By elke bedrag wat ingevolge paragrawe (a), (c) en (d) hierbo afgetrek is, moet die werkgewer 'n gelyke bedrag voeg en by elke bedrag wat ingevolge paragraaf (b) afgetrek word, moet die werkgewer 'n bedrag van ses pennies voeg en daarna die totale bedrag wat so saamgestel is, binne een week van die datum af waarop die bydraes betaalbaar geword het aan die Sekretaris van die Raad stuur, tesame met 'n staat wat die volgende aantoon:—

- (i) Naam en adres van die werkgewer;
- (ii) tydperk waarop die bedrag betrekking het;
- (iii) getal werknemers in diens gedurende die betrokke tyd;
- (iv) totale bedrag vir die betrokke tyd ingevolge hiervan van die werknemers afgetrek;
- (v) die werkgewer se bydrae ingevolge hiervan;
- (vi) totale bedrag.

- (2) Die bydraes wat in subklousule (1) van hierdie klousule voorgeskryf word, moet twaalf maande na die afkondiging van hierdie Ooreenkoms in die *Staatskoerant* deur die partye by hierdie Ooreenkoms in herooringeving geneem word.

22. AGENTE.

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

23. VERTONING VAN OOREENKOMS.

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

24. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van persone aan wie vrystelling kragtens die bepalings van subartikel (1) verleen word, die voorwaardes vasstel waarop vrystelling verleen word; met dien verstande dat die Raad na goëddunke, 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 bepalings van hierdie artikel verleen is, 'n sertifikaat uitreik wat die volgende vermeld:—

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig die bepalings van subartikel (2) van hierdie klousule 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) Elke werkgewer en werknemer moet die voorwaardes van elke vrystellingsertifikaat kragtens hierdie klousule nakom.

25. AFTREKKING VIR SIEKTEBYSTANDSFONDS.

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

(2) Die werkgewer 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 werkgewer by die Raad gekoop word en die werkgewer moet steeds 'n genoegsame reserwe daarvan in voorraad hou; met dien verstande dat die werkgewer 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 alre bedrae betaal ten opsigte van seëls wat deur werkgewers ingevolge subklousule (3) van hierdie klousule gekoop word; met dien verstande dat enige terugbetalings aan die werkgewers ten opsigte van die waarde van enige ongebruikte seëls van sodanige betalings afgetrek moet word.

(5) Ingeval die Raad ophou om te bestaan of geregistreer te wees en as die Ooreenkoms bindend bly kragtens artikel vierendertig (2) van die Wet, kan die Registrateur 'n komitee aanstel uit die werkgewers en die werknemers in die Nywerheid op die

To every amount deducted in terms of paragraphs (a), (c) and (d) above the employer shall add an equal amount and to every amount deducted in terms of paragraph (b) the employer shall add an amount of sixpence, and he shall thereafter forward the total amount so made up to the Secretary of the Council within one week from the date on which the deductions fell due, together with a statement showing:—

- (i) name and address of the employer;
- (ii) period in respect of which the amount relates;
- (iii) number of employees employed during the period concerned;
- (iv) total amount deducted from the employees for the period concerned in terms hereof;
- (v) the employer's contribution in terms hereof;
- (vi) total amount.

- (2) The contributions prescribed in sub-clause (1) of this clause shall be reviewed by the parties to this Agreement twelve months after the publication of this Agreement in the *Government Gazette*.

22. AGENTS.

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

23. EXHIBITION OF AGREEMENT.

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

24. EXEMPTIONS.

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

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

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

- (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-clause (2) of this clause, subject to which such exemption is granted; and
- (d) the period which the exemption shall operate.

(4) The Secretary of the Council shall—

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

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

25. SICK BENEFIT DEDUCTION.

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

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

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

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

(5) In the event of the Council ceasing to function or being de-registered, and where the Agreement remains binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a committee from the employers and employees in the Industry

basis van gelyke verteenwoordiging van werkgewers en werknemers of hulle plaasvervangers as lede van die komitee, of die Registrateur 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 komitee of kurators al die magte van die Raad.

26. REGISTRASIE VAN WERKGEWERS EN REKORDS.

(1) Binne 14 dae vanaf die datum van die inwerkingtreding van hierdie Ooreenkoms, en, in die geval van 'n werkgewer wat besigheid begin doen nadat hierdie Ooreenkoms in werking getree het, binne 14 dae nadat hy aldus besigheid begin doen, moet elke werkgewer 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 werkgewer verplig is om by te hou, moet, kragtens artikel *sewe-en-veertig* van die Wet, te alle tye beskikbaar wees aan die adres genoem in subklousule (1) van hierdie klousule of by die terrein waar daar gewerk word as dié adres buite die landdrosdistrik Worcester is.

(3) Die rekords genoem in subklousule (2) van hierdie klousule moet op aanvraag deur enige agent van die Raad, wat kragtens klousule 22 van hierdie Ooreenkoms aangestel is, deur genoemde werkgewer te alle tye op die plek soos voorgeskryf in subklousule (2) voorgeleë word.

(4) Die rekords genoem in subklousule (2) van hierdie klousule moet deur die werkgewer aan genoemde adres voorgeleë 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.

(5) Benewens die besonderhede wat in die rekords ingeskryf moet word wat in subklousule (2) van hierdie klousule genoem word, moet die werkgewer ook die aantal jare wat vakleerlinge ondervinding het daarin aanteken.

Namens die partye op hede die 29ste dag van September 1959 in Worcester onderteken.

A. W. VAN NIEKERK, *Voorsitter.*
A. P. BURGER, *Ondervoorsitter.*
CECIL COHEN, *Sekretaris.*

No. 1466.]

[23 September 1960.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

BOUNYWERHEID, WORCESTER.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Worcester, gepubliseer by Goewermentskennisgewing No. 1465 van 23 September 1960, oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is as die ooreenstemmende bepaling van genoemde Wet nie.

J. DE KLERK,
Minister van Arbeid.

on the basis of equality of employer and employee representatives and alternates in the membership of the committee, or the Registrar may appoint a trustee or trustees to carry out the duties of the Council as laid down in sub-clauses (3) and (4) of this clause. Such committee or trustees shall possess all the power of the Council for such purpose.

26. REGISTRATION OF EMPLOYERS AND RECORDS.

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

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

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

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

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

Signed at Worcester on behalf of the parties this 29th day of September, 1959.

A. W. VAN NIEKERK, *Chairman.*
A. P. BURGER, *Vice-Chairman.*
CECIL COHEN, *Secretary.*

No. 1466.]

[23 September 1960.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

BUILDING INDUSTRY, WORCESTER.

I, JOHANNES DE KLERK, Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Building Industry, Worcester, published under Government Notice No. 1465 of the 23rd September, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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