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DEPARTEMENT VAN ARBEID.

No. 1223.]

[15 Desember 1961.]

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.**BOUNYWERHEID, WESTELIKE PROVINSIE.****OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE.**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde eerste Maandag eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms (uitgesonderd klousules 2 en 18) vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf 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 landdrosdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms (uitgesonderd klousules 2, 18, 21 en 22) vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde eerste Maandag eindig, in die landdrosdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes *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.

M. VILJOEN,
 Adjunk-minister van Arbeid.

DEPARTMENT OF LABOUR.

No. 1223.]

[15th December, 1961.]

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.**BUILDING INDUSTRY, WESTERN PROVINCE.****AGREEMENT FOR THE COUNTRY DISTRICTS.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy Minister of Labour, do hereby declare—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding from the first Monday after the date of publication of this notice and for the period ending five years from the said first Monday, upon the employers' organization and the trade unions which entered into the Agreement and upon the employers and employees who are members of that organization or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, that the provisions contained in the Agreement (excluding clauses 2 and 18) shall be binding from the first Monday after the date of publication of this notice and for the period ending five 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 Districts of Paarl, Wellington, Stellenbosch and Somerset West; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, that in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West and from the first Monday after the date of publication of this notice and for the period ending five years from the said first Monday, the provisions contained in the Agreement (excluding clauses 2, 18, 21 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.

M. VILJOEN,
 Deputy Minister of Labour.

No. 1224.]

[15 Desember 1961.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.****BOUNYWERHEID, WESTELIKE PROVINSIE.**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, 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, gepubliseer by Goewermentskennisgewing No. 1223 van 15 Desember 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1225.]

[15 Desember 1961.]

WET OP OORLOGSMAATREËLS, 1940.**OPSKORTING VAN REGULASIES OP LEWENSKOSTETOELAES
GEPUBLISEER BY OORLOGSMAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.****BOUNYWERHEID, WESTELIKE PROVINSIE.**

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie *vier* van die Regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die bepalings van genoemde Regulasies op ten opsigte van alle werknemers wat ingevolge klousule 4 (1) (c) (iv) en (v) van die Ooreenkoms vir die Bounywerheid, gepubliseer by Goewermentskennisgewing No. 1223 van 15 Desember 1961 op 'n lewenskostetoelae geregtig is.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE).****OOREENKOMS**

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

Boland Master Builders' Association
(hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die
Amalgamated Society of Woodworkers,
South African Operative Masons' Society,
Western Province Building and Allied Trades' Union,
Western Province Building Workers' Union,
(hieronder „die werknemers” of „die vakverenigings” genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet—

- (a) in die landdrosdistrik Paarl nagekom word deur alle werknemers (uitgesonderd klipmesselaars, letterkappers, werknemers wat klip poleer en werknemers in ongeskoolde werk, wat op enige wyse met voornoemde werksaamhede te doen het), en deur die werkgewers van al sodanige werknemers;

No. 1224.]

[15th December, 1961.]

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.****BUILDING INDUSTRY, WESTERN PROVINCE.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy 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, published under Government Notice No. 1223 dated 15th December, 1961, 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, as amended.

M. VILJOEN,
Deputy Minister of Labour.

No. 1225.]

[15th December, 1961.]

WAR MEASURES ACT, 1940.**SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE NO. 43 OF 1942, AS AMENDED.****BUILDING INDUSTRY, WESTERN PROVINCE.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy Minister of Labour, acting in terms of sub-regulation (1) of regulation *four* of the Regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said Regulations in respect of all employees who are entitled to a cost of living allowance in terms of clause 4 (1) (c) (iv) and (v) of the Agreement for the Building Industry, published under Government Notice No. 1223 of the 15th December, 1961.

M. VILJOEN,
Deputy Minister of Labour.

SCHEDULE.**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(WESTERN PROVINCE).****AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act 1956, as amended, made and entered into by and between the
Boland Master Builders' Association
(hereinafter called “the employers” or “the employers' organization”), of the one part, and the
Amalgamated Society of Woodworkers,
South African Operative Masons' Society,
Western Province Building and Allied Trades' Union,
Western Province Building Workers' Union,
(hereinafter called “the employees” or “the trade unions”) of the other part,
being the parties to the Industrial Council for the Building Industry (Western Province).

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed—

- (a) in the Magisterial District of Paarl by all employees (excepting stonemasons, letter cutters, employees engaged in the polishing of stone and employees engaged in unskilled work, in any way connected with the aforementioned activities), and by the employers of all such employees;

(b) in die landdrosdistrikte Wellington, Stellenbosch en Somerset-Wes deur alle werknemers, uitgesonderd klipmesselaars, wat grafstene en begraafplaasgedenktekens van alle soorte vervaardig en oprig, en deur die werkgewers van al sodanige werknemers;

met dien verstande dat dit van toepassing is op vakleerlinge vir sover dit nie onverenigbaar is nie met die bepalinge van die Wet op Vakleerlinge, of enige kontrak daarkragtens aangegaan of enige voorwaarde daarkragtens vasgestel, en van toepassing is op kwekelinge kragtens die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, vir sover dit nie onbestaanbaar is nie met enige regulasies of enige bepalinge kragtens sodanige Wet gemaak of vasgestel nie; en voorts met dien verstande dat dit nie van toepassing is nie op persone wat woonhuise of ander geboue op plase oprig, instandhou, herstel of verander waarvan die koste van oprigting, instandhouding, herstel of verandering nie meer as R1,000 altesaam bedra nie en voorts met dien verstande dat die bepalinge van klousules 7, 11, 12, 15, 21, 22 en 24 nie van toepassing is nie op werknemers wat ongeskoolde werk verrig.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en wat in die Wet op Nywerheidsversoenings, 1956, soos gewysig, omskryf is, het dieselfde betekenis as in daardie Wet.

„Wet” beteken die Wet op Nywerheidsversoenings, 1956, soos gewysig.

„Vakleerling” beteken ’n werknemer wat diens doen ingevolge ’n skriftelike vakleerlingskontrak geregistreer kragtens die bepalinge van die Wet op Vakleerlinge, 1944, soos gewysig, en soos dit van tyd tot tyd gewysig kan word.

„Bounywerheid” of „Nywerheid” beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewer en werknemer met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat daarin uitgevoer word deur persone wat by ondergenoemde ambagte of by ondervindelings daarvan betrokke is, met inbegrip van uitgrawings en die bereiding van terreine vir geboue asook die slooping van geboue, tensy dit deur die betrokke werkgewer getoon kan word dat sodanige slooping nie uitgevoer is nie vir die doel om die terreine vir „bouwerkzaamhede” te berei—

messelwerk, met inbegrip van betonwerk en die vassit van betonblokke, -blaaie of -plate en glasstene, beteeëling van mure en vloere, voegwerk, plaveiwerk, mosaiekwerk, sigwerk met leiklip, marmer en komposisie, rioolaanleg, leidekking en dakteeëlwerk, bitumineuse werk en asfalt- en plaatwerk;

lakpolitoerwerk, wat politoerwerk met ’n kwas of kussinkie en bespuiting met ’n komposisieslof insluit;

skrynwerk, wat die vervaardiging van alle soorte skrynwerk insluit, afgesien daarvan of die aanbring van die artikel in die gebou of bouwerk gedoen word deur die persoon wat die gebruikte artikels maak of voorberei, of nie;

ruitwerk in lood en ander metale, wat die vervaardiging en/of aanbring van ligte, reklametekens en ruitwerk wat daarop betrekking het, insluit;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap van klippe vir en die bou van sier- en monumentklipwerk, die vervaardiging en oprigting van grafstene en begraafplaasgedenktekens van alle soorte, betonwerk en die aanbring of bou van voorafgegiete en/of kunsklip of marmer, plaveiwerk, mosaiekwerk, voegstryking, muur- en vloerbeteëling, bediening van klipwerkmasjinerie, uitgesonderd klip-poleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen, of nie;

metaalwerk, wat insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, bousmidswerk, metaalrame en metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plate en uitgedrukte metaal, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen, of nie;

skilderwerk, wat die volgende insluit: Versierwerk, emalje- werk, greinering, marmering, beits, vernis, verguld, stoke verf, stensilwerk, planering, muurplakwerk, spuitwerk, ruitwerk, oliewerk, was aansmeer, distemperwerk, wit- en kleurkalkwerk, houtwerkpreservering, en wat ook die volgende insluit: Verf verwyder, afskraap, was en skoonmaak van geverfde of gedistemperde mure en houtwerk was en skoonmaak wanneer sodanige verwydering, afskraap, was en skoonmaak voorbereidingswerk is vir enigeen van genoemde werksaamhede;

(b) in the Magisterial Districts of Wellington, Stellenbosch and Somerset West by all employees except stonemasons who are engaged in the manufacture and erection of grave-stones and cemetery memorials of all types, and by the employers of all such employees;

provided that they shall apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, or any contract entered into, or any condition fixed thereunder, and shall apply to trainees under the Training of Artisans Act, No. 38 of 1951, in so far as they are not inconsistent with any regulations made or any provisions fixed under such Act; and provided further that they shall not apply to persons engaged in the erection, maintenance, repair or alterations on farms of dwelling-houses or other buildings, the cost of the erection, maintenance, repair or alteration whereof does not exceed a total of R1,000 and provided further that the terms of clauses 7, 11, 12, 15, 21, 22 and 24 shall not apply to employees engaged on unskilled work.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any expression used in this Agreement, which is defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act.

“Act” means the Industrial Conciliation Act, 1956, as amended.

“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.

“Building Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following activities or sub-division thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations—

bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work and asphalt and sheeting;

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

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

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

masonry, which includes stone cutting and building, also the cutting and building of ornamental and monumental stone work and the manufacture and erection of gravestones and cemetery memorials of all types, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stonepolishing machinery, and the sharpening of masons’ tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

painting, which includes the process of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, sizing, paperhanging, spraying, glazing, oiling, waxpolishing, distemping, lime and colour washing, woodwork preservation, and which also includes paint removal, scraping, washing and cleaning of painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

pleisterwerk, wat die volgende insluit: Boetseerwerk, granolitiese en komposisievloerwerk, komposisiemuurbedekking en polering, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling, plaveiwerk, mosaïekwerk, met inbegrip van die aanbring van asfalt- of bitumeneuse mastiek vir doeleindes van waterdigting op horisontale of vertikale oppervlaktes, afgesien daarvan of die persoon wat die artikels gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen, of nie;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanleg, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanbring van warm en koue water, brandbestrydingsinstallasie, en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen, of nie;

winkel-, kantoor- en bankuitrusting, wat die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstallkaste, toonbanke, skerms en binnehuise los en vas toebehoort insluit;

staalwapening, wat die maak en oprigting van bekisting insluit, asook toesig oor die buig, plasing, en vassit van staal in die regte posisie;

staalkonstruksie, wat die aanbring insluit van alle soorte staal- of ander metaalpilare, lêers, staalbalke of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, masjienwerk, draaiwerk, snywerk, die vassit van gegolfe sinkplate, asbesteëls, dakbedekking met dakspane en ander materiaal, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlatwerk, bedekking van plafonne en mure met komposisiestof, proppe in mure insit, houtwerk met metaal bedek, blok- en ander vloerwerk, met inbegrip van hout, kurk en rubber en dit afskuur, vloere bedek met kurk en enige klas of soort linoleum wanneer dit in enige gebou of bouwerk vasgesit word, die aansit van asfaltiese versadigde vilt of weefselstof aan vloere en/of mure en/of dakke, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen, of nie.

„Raad” beteken die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie), geregistreer kragtens artikel twee van die Nijverheid Verzoenings Wet, 1924, en wat geag word dat dit geregistreer is kragtens artikel negentien van die Wet.

„Drywer” verwys, ten opsigte van 'n meganiese voertuig, na die persoon wat beheer het oor die stuurtoestel daarvan.

„Noodwerk” beteken werk wat, as dit nie sonder versuim gedoen word nie, lewe, lyf, gesondheid of eiendom in gevaar sou stel.

„Plaas” beteken enige gebied grond minstens drie morg groot wat te goeder trou uitsluitlik gebruik word vir landbou- of algemene boerderydoeleindes of -werksaamhede.

„Meganiese voertuig” beteken enige voertuig deur meganiese krag aangedryf (uitgesonderd trollebusse en tweewielvoertuie) wat gebruik word vir die vervoer of sleep van goedere van water aard ook al.

„Loonvrag” beteken die maksimum gewig wat 'n motorvoertuig gemagtig is om te dra kragtens enige motortransportsertifikaat of sertifikaat van vrystelling van die verpligting om sodanige motortransportsertifikaat uit te neem, uitgereik deur die plaaslike Padvervoerraad (Kaapstad), ingevolge die Motortransportwet (Wet No. 39 van 1930), soos gewysig, en die regulasies daarkragtens uitgevaardig.

„Bouwerk” sluit mure in, steunmure, monumente, grafstene en begraaftaasgedenktekens van alle soorte.

„Geskitte slaapperiewe” beteken 'n waterdigte skuiling wat veilig gesluit kan word en wat voorsien is van 'n houtvloer en die nodige was- en privaatteriewe.

„Ongeskoolde werk” beteken enige werk (uitgesonderd die dryf van meganiese voertuie) wat nie ingesluit is nie in die werksaamhede spesifiek genoem in die lys ambagte, nl. „messelwerk” tot „houtwerk” in die woordomskeywing van bounywerheid.

„Werkende werkgewer” of „vennoot” beteken enige werkgewer of enige vennoot wat self enige werk verrig wat in die woordomskeywing van Bounywerheid ingesluit is.

4. LONE.

(1) (a) Behoudens die bepalings van paragraaf (b) van hierdie subklousule en van subklousules (2) en (3) van hierdie klousule van die Ooreenkoms, mag geen loon wat laer is as die volgende deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:-

	Per Uur. Sent.
(i) Werknemers wat ongeskoolde werk doen en minder as 12 maande in die Bounywerheid in diens is	7
Werknemers wat ongeskoolde werk doen en minstens 12 maande in die Bounywerheid werk	8½
(ii) Bedieners van vloerskuurmasjiene en werknemers wat klip en terraspoeler	16

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stone work, wall and floor tiling, paving, mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

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

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

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

“Council” means the Industrial Council for the Building Industry (Western Province), registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section nineteen of the Act.

“Driver” shall in respect of a mechanical vehicle, refer to the person having control of the steering apparatus thereof.

“Emergency work” means work which if not done without delay would endanger life, limb, health or property.

“Farm” means any area of land not less than three morgen in extent *bona fide* used exclusively for agricultural or general farming purposes or operations.

“Mechanical vehicle” means any vehicle self-propelled by mechanical power (excluding trolley buses and two-wheeled vehicles) used for the conveyance or haulage of goods of any description.

“Pay load” means the maximum weight which a motor vehicle is authorized to carry in terms of any motor carrier certificate, or certificate of exemption from obligation to take out such motor carrier certificate, issued by the local Road Transportation Board (Cape Town), in terms of the Motor Carrier Transportation Act (Act No. 39 of 1930), as amended, and the regulations promulgated thereunder.

“Structure” includes walls, retaining walls, monuments, grave-stones and cemetery memorials of all types.

“Suitable sleeping accommodation” means a waterproof shelter capable of being securely locked with a wooden floor and the necessary washing and lavatory accommodation.

“Unskilled work” means any work (other than driving mechanical vehicles) not included in the activities specifically referred to in the list of trades, viz., “bricklaying” to “woodworking” in the definition of Building Industry.

“Working employer” or “partner” means any employer or any partner who himself performs any work included in the definition of Building Industry.

4. WAGES.

(1) (a) Subject to the provisions of paragraph (b) of this sub-clause and of sub-clauses (2) and (3) of this clause of this Agreement, no employer shall pay and no employee shall accept wages at rates lower than the following:

	Per Hour. Cents.
(i) Employees engaged on unskilled work and employed in the Building Industry for less than 12 months	7
Employees engaged on unskilled work and employed in the Building Industry for at least 12 months	8½
(ii) Operators of floor sand-papering machines and employees engaged in the polishing of stone and terrazzo	16

	Per Week.
(iii) Drywers van meganiese voertuie:	
Met 'n loonvrag van 16,001 lb. en meer ...	R11.25
Met 'n loonvrag van 14,001 lb. en tot en met 16,000 lb. ...	R10.25
Met 'n loonvrag van 12,001 lb. en tot en met 14,000 lb. ...	R9.75
Met 'n loonvrag van 10,001 lb. en tot en met 12,000 lb. ...	R8.75
Met 'n loonvrag van 8,001 lb. en tot en met 10,000 lb. ...	R8.00
Alle ander meganiese voertuie ...	R7.00
	Per Uur. Sent.

(iv) Werknemers wat sakgesmeerde of ongepleisterde werk witkalk ...	15
(v) Werknemers wat verfwerk doen ...	37½
(vi) Werknemers in alle ander ambagte ...	42½

(b) *Differensiële lone.*—'n Werknemer wat op 'n bepaalde dag twee of meer soorte werk verrig waarvoor verskillende lone betaalbaar is, moet vir alle ure op sodanige dag gewerk, teen die hoër lone betaal word.

(c) *Lewenskostoelae.*—Benewens die lone betaalbaar aan werknemers kragtens paragraaf (a) van hierdie subklousule moet elke werkgewer gedurende die geldigheidsduur van die Ooreenkoms 'n lewenskostoelae soos volg betaal:

- Teen die skale vasgestel in Oorlogsmaatreël No. 43 van 1942, soos gewysig, en soos dit van tyd tot tyd gewysig kan word, aan elk van sy werknemers vir wie lone in subparagraaf (iii) van paragraaf (a) van hierdie subklousule voorgeskryf word;
- teen die skaal van 4 sent en 4½ sent per uur gewerk aan elk van sy werknemers vir wie lone voorgeskryf word in subparagraaf (i) van paragraaf (a) van hierdie subklousule en wat in die nywerheid onderskeidelik minder as 12 maande en minstens 12 maande in diens was;
- teen die skaal van 8½ sent per uur gewerk aan elk van sy werknemers vir wie lone voorgeskryf word in subparagraaf (ii) en (iv) van paragraaf (a) van hierdie subklousule;
- teen die skaal van 7½ sent per uur gewerk aan elk van sy werknemers vir wie lone voorgeskryf word in subparagraaf (v) van paragraaf (a) van hierdie subklousule;
- teen die skaal van 9½ sent per uur gewerk aan elk van sy werknemers vir wie lone voorgeskryf word in subparagraaf (vi) van paragraaf (a) van hierdie subklousule;

Met dien verstande dat—

(aa) met ingang van 1 Januarie elke jaar die toelae voorgeskryf in subparagraaf (iv) en (v) van hierdie paragraaf boontoe of ondertoe aangepas moet word teen die skaal van ½ sent per uur vir elke kerf van 2 punte verandering in die Verbruikersprysindeks.

Vir die toepassing hiervan beteken „kerf” elke volledige stadium van 2 punte verandering in genoemde indeks boontoe of ondertoe vanaf 102.0 punte, nl. boontoe 104.0, 106.0 ens., of ondertoe 100.0, 98.0 ens., en „Verbruikersprysindeks” beteken die verswaarde gemiddelde vir die nege vernaamste gebiede vir alle items soos bepaal deur die Direkteur van Sensus en Statistiek en in die *Staatskoerant* gepubliseer;

(bb) genoemde toelae betaalbaar is op hoogstens 44 uur in een week, ongeag of sodanige tyd teen gewone of teen oortydskale gewerk is;

(cc) geen werknemer minder betaal mag word as lewenskostoelae vir 'n dag nie as hy op daardie dag gewerk het, ongeag of die tyd gewerk, uitgesonderd in die geval van versuim aan die kant van 'n werknemer om die bepalings van sy kontrak na te kom, 'n eweredige aftrekking van die lewenskostoelae ten opsigte van dieselfde tydperk gemaak mag word;

(dd) ongeag die bepalings van voorbehoud (aa) hiervan, die toelae betaalbaar aan werknemers vir wie lone voorgeskryf word in subparagraaf (v) en (vi) van paragraaf (a) van subklousule (1) van hierdie klousule, met ½ sent per uur verminder mag word ingeval die aftrekking ten opsigte van die siekefonds van die Western Province Building and Allied Trades verminder word tot 47 sent per week kragtens paragraaf (b) van klousule 22 (1), en sodanige vermindering tree in werking op dieselfde tyd en bly van krag vir dieselfde tydperk as genoemde vermindering na 47 sent per week; met dien verstande dat hierdie voorbehoud slegs van toepassing is in die geval van lede van die Vakverenigings wat partye by die Raad is;

(ee) ingeval daar deur wetgewing bepaal word dat die lewenskostoelae of enige deel daarvan soos voorgeskryf in paragraaf (c) van subklousule (1) hiervan, in basiese lone gekonsolideer moet word, moet die minimum loonskale van toepassing op werknemers vir wie lone voorgeskryf word in subparagraaf (v) en (vi) van paragraaf (a) van subklousule (1) hiervan, geag moet word as in ooreenstemming met sodanige wetgewing in die mate van 'n maksimum van 10 sent van genoemde minimum loonskale per uur, en in die mate van toepassing, moet sodanige bedrag afgetrek word van enige bedrag wat kragtens sodanige wetgewing gekonsolideer is;

(ff) die lewenskostoelae betaalbaar aan 'n werknemer kragtens paragraaf (c) van subklousule (1) hiervan enige toelae moet insluit wat aan sodanige werknemer betaalbaar is kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, en waar die lewenskostoelae betaalbaar kragtens die Oorlogsmaatreël hoër is as dié betaalbaar kragtens genoemde

	Per Week.
(iii) Drivers of mechanical vehicles:	
Of a pay load of 16,001 lb. and over ...	R11.25
Of a pay load of 14,001 lb. and up to 16,000 lb. ...	R10.25
Of a pay load of 12,001 lb. and up to 14,000 lb. ...	R9.75
Of a pay load of 10,001 lb. and up to 12,000 lb. ...	R8.75
Of a pay load of 8,001 lb. and up to 10,000 lb. ...	R8.00
All other mechanical vehicles ...	R7.00

	Per Hour. Cents.
(iv) Employees engaged in limewashing of bagged or unplastered work ...	15
(v) Employees in the painting trade ...	37½
(vi) Employees in all other trades ...	42½

(b) *Differential Rates.*—An employee who on any day performs two or more classes of work, for which different rates of wages are payable, shall be paid at the higher rate for all hours worked on such day.

(c) *Cost-of-Living Allowance.*—In addition to the wages payable to employees under paragraph (a) of this sub-clause every employer shall pay, during the operation of this Agreement, a cost-of-living allowance as follows:

- At the rates laid down in War Measure No. 43 of 1942, as amended, and as may be amended from time to time, to each of his employees for whom wages are prescribed in sub-paragraph (iii) of paragraph (a) of this sub-clause;
 - at the rate of 4 cents and 4½ cents per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (i) of paragraph (a) of this sub-clause and who have been employed in the industry for less than twelve months and at least twelve months respectively;
 - at the rate of 8½ cents per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (ii) and (iv) of paragraph (a) of this sub-clause;
 - at the rate of 7½ cents per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (v) of paragraph (a) of this sub-clause;
 - at the rate of 9½ cents per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (vi) of paragraph (a) of this sub-clause;
- provided that—

(aa) with effect from the 1st January each year the allowances prescribed in sub-paragraphs (iv) and (v) of this paragraph shall be adjusted upwards or downwards at the rate of ½ cent per hour for each notch of 2 points traversed by the Consumer Price Index.

For this purpose “notch” shall mean each completed stage of 2 points variation in the said index upwards or downwards from 102.0 points, viz. upwards 104.0, 106.0 etc., or downwards 100.0, 98.0 etc., and “Consumer Price Index” shall mean the weighted average for the nine principal areas for all items as assessed by the Director of Census and Statistics and published in the *Government Gazette*;

(bb) the said allowance shall be payable on not more than 44 hours in any one week, irrespective of whether such time was worked at ordinary or at overtime rates;

(cc) no employee shall be paid less than cost-of-living allowance for a day if he has worked on that day, irrespective of the time worked, except in the case of any failure on the part of an employee to fulfil the terms of his contract a *pro rata* deduction from the cost-of-living allowance may be made in respect of the same period;

(dd) notwithstanding the provisions of proviso (aa) hereof, the allowance payable to employees for whom wages are prescribed in sub-paragraphs (v) and (vi) of paragraph (a) of sub-clause (1) of this clause shall be decreased by ½ cent per hour in the event of the deduction in respect of the Western Province Building and Allied Trades Sick Fund being reduced to 47 cents per week in terms of paragraph (b) of clause 22 (1), such decrease to become effective at the same time and to remain effective for the same period as the said reduction to 47 cents per week; provided that this proviso shall only apply in the case of members of the Trade Unions which are parties to the Council.

(ee) in the event of legislation being introduced whereby the cost-of-living allowance or any part thereof as prescribed in paragraph (c) of sub-clause (1) hereof is consolidated into basic wages, the minimum wage rates applicable to employees for whom wages are prescribed in sub-paragraphs (v) and (vi) of paragraph (a) of sub-clause (1) hereof shall be regarded as being in compliance with such legislation to the extent of a maximum of 10 cents of the said minimum wage rates per hour, and to the extent applicable, such amount shall be set off against any amount consolidated under such legislation;

(ff) the cost-of-living allowance payable to an employee in terms of paragraph (c) of sub-clause (1) hereof shall include any allowance payable to such employee under War Measure No. 43 of 1942, as amended, and where the cost-of-living allowance payable under the War Measure is higher than that payable in terms of the said paragraph

paragraaf (c) van subklousule (1), die toelae voorgeskryf kragtens die Oorlogsmaatregel betaal moet word, behoudens die bepalings van voorbehoude (dd) en (ee) hiervan.

(2) *Minderjariges*.—Lone wat nie minder is nie as die lone vasgestel deur die Nasionale Vakleerlingskapkomitee vir die Bounywerheid vir die eerste jaar van 'n vakleerling, moet betaal word aan 'n minderjarige wat in diens is met toestemming van die Registrateur van Vakleerlinge gedurende die tydperk waarin hy, kragtens artikel twintig van die Wet op Vakleerlinge, 1944, sonder 'n vakleerlingskontrak in diens mag wees.

(3) *Betaling vir Werk op Sekere Dae*.—Twee maal die werklike loon van 'n werknemer moet deur 'n werkgever betaal word vir alle tyd gewerk op Sondae, Goeie Vrydag, Hemelvaartdag, Gelofte-dag, Kersdag, Tweede Kersdag en Nuwejaarsdag, tot die gewone begintyd die volgende dag.

(4) *Gevaarlike Werk*.—Op alle werk van 'n gevaarlike aard moet hoër lone betaal word as die voorgeskryfte minimum, en die bedrag moet onderling vasgestel word tussen die individuele werkgewers en werknemers, maar waar 'n geskil egter ontstaan, moet die geskil na die Raad vir beslissing verwys word.

5. STUKWERK.

(1) Die uitbesteding deur werkgewers of die verrigting deur werknemers van werk op 'n stukwerkbasis is verbode, en vir die toepassing van hierdie klousule beteken „stukwerk” enige stelsel van werk waarkragtens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik bereken word op die hoeveelheid of omvang van gedane werk, afgesien van die tyd aan sodanige werk bestee.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule is dit toelaatbaar, by onderlinge ooreenkoms tussen enige individuele werkgever en sy werknemers, om 'n stelsel van aansporingsbetalings in te voer en in werking te hou; met dien verstande dat die besoldiging en ander geldelike voordele wat werknemers toekom, nie as gevolg van die invoering en werking van sodanige stelsel minder mag wees as dié voorgeskryf in klousules 4, 9, 20 en 21 van hierdie Ooreenkoms nie; en voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in alle opsigte nagekom word. Enige geskil wat uit die werking van hierdie subklousule ontstaan, mag deur enigen van die partye vir beslissing aan die Nywerheidsraad voorgelê word.

(3) Geen werkgever mag werk op 'n kontrakbasis slegs vir arbeid uitbestee nie.

6. BETALING VAN LONE EN OORTYDVERDIENSTE.

1 (a) Alle lone en verdienste vir oortydwerk en alle ander besoldiging verskuldig, moet in kontant weekliks met of voor sluitingstyd op Vrydae betaal word, of by diensbeëindiging as dit voor Vrydag plaasvind. Met die voorafgaande toestemming van die Raad mag betaling egter op ander dae as Vrydae gemaak word.

(b) Lone, verdienste vir oortyd en alle ander besoldiging verskuldig, moet aan werknemers oorhandig word in verseëlde koeferte met, daarop, die naam van die werkgever en werknemer, getal gewone en oortydure gewerk, met laasgenoemde apart aangegeef, en enige aftrekkings wat miskien gemaak is, die bedrag ingesluit en datum van betaling. Op die agterkant van elke sodanige koefert moet die volgende kennisgewing, met 'n rubberstempel aangebring of geskryf, voorkom:

„Kry boeke vir u seëls sonder versuim van die Raad, anders is dit moontlik dat u nie op die betaaldatum uitbetaal word nie.”

(2) Geen aftrekkings van enige aard, behalwe dié toegelaat kragtens klousules 10, 19, 20, 21 en 22 van die Ooreenkoms mag gemaak word van die besoldiging en toelae wat aan 'n werknemer verskuldig is nie; met dien verstande dat enige bedrag betaal deur 'n werkgever wat by enige wet, ordonnansie of regs-geding verplig word om betaling namens 'n werknemer te maak, afgetrek mag word.

7. WOONTOELAE.

'n Werknemer wat werk op 'n werkplek wat so geleë is dat hy nie in staat is om daagliks na sy huis terug te keer nie, moet deur sy werkgever van geskikte slaapperiewe naby die werkplek voorsien word; andersins moet 'n werkgever sodanige werknemer 'n toelae van 75 sent per dag in plaas daarvan betaal.

8. WERKURE.

(1) Behalwe soos bepaal in subklousules (3) en (6) van hierdie klousule en behoudens die bepalings van klousule 9 van die Ooreenkoms, mag geen werkgever op enige dag van 'n werknemer vereis of hom toelaat om vroeër as 7.30 vm. te begin werk of later as 5.30 nm. op te hou werk nie, behalwe op Vrydae wanneer die ophoutyd nie later as 4.30 nm. mag wees nie; met dien verstande dat geen werknemer toegelaat mag word om meer as vyf uur onafgebroke sonder 'n pouse van een uur te werk nie.

(2) Behalwe soos bepaal in subklousule (6), moet die gewone werkure, wat nie meer as 44 uur per week mag wees nie, soos volg verdeel word: Nege uur daagliks op Maandae tot Donderdae en agt uur op Vrydae.

(3) Behoudens die toestemming van die Raad mag 'n werkgever werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie, behalwe kragtens die voorwaardes voorgeskryf in klousule 9 van die Ooreenkoms. Een van die skofte moet gewerk word binne die tye voorgeskryf in subklousule (1) van hierdie klousule. 'n Werknemer wat enige ander skof werk as die skof tussen sodanige tye, moet die loon ontvang wat betaalbaar is kragtens klousule 4 van die Ooreenkoms, plus 15 persent.

(c) of sub-clause (1) the allowance prescribed under the War Measure shall be paid, subject to the provisions of provisos (dd) and (ee) hereof.

(2) *Minors*.—Wages not being less than the wages laid down by the National Apprenticeship Committee for the Building Industry for the first year of an apprentice shall be paid to a minor employed with the consent of the Registrar of Apprenticeship during the period he may, in terms of section twenty of the Apprenticeship Act, 1944, be employed without a contract of apprenticeship.

(3) *Payment for Work on Certain Days*.—Double the actual rates of wages of an employee shall be paid by an employer for all times worked on Sundays, Good Friday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day and New Year's Day, until the usual starting time of the following day.

(4) *Dangerous Work*.—On all jobs of a dangerous nature, wages in excess of the minimum prescribed shall be paid, the amount to be mutually agreed upon between the individual employers and employees, but where a dispute arises, however, the dispute shall be referred to the Council for decision.

5. PIECE-WORK.

(1) The giving out by employers or the performance by employees of work on a piece-work basis is prohibited, for the purposes of this clause "piece-work" shall mean 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.

(2) Notwithstanding the provisions of sub-clause (1) of this clause it shall be permissible, by mutual agreement between any individual employer and his employees, to introduce and to operate a system of incentive payments; provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clauses 4, 9, 20 and 21 of this Agreement; and provided, further, that the other provisions of this Agreement are adhered to in every respect. Any dispute arising out of the operation of this sub-clause may be submitted by either party to the Industrial Council for decision.

(3) No employer shall give out work on a labour only contract basis.

6. PAYMENT OF WAGES AND OVERTIME.

(1) (a) All wages and earnings for overtime, and all other remunerations due shall be paid in cash weekly not later than finishing time on Fridays, or on termination of employment if this takes place before Fridays. Payments may, however, be made on days other than Fridays with the prior consent of the Council.

(b) Wages, earnings for overtime, and all other remunerations due shall be handed to employees in sealed envelopes bearing the name of the employer and employee, number of ordinary and of overtime hours worked, the latter to be shown separately, and any deductions which may have been made, amount enclosed and date of payment. The reverse side of each such envelope shall bear the following printed rubber stamped or written notice:

“Get books for your stamps from the Council without delay, otherwise it may not be possible for you to be paid out on due date.”

(2) No deductions of any kind other than those permitted under clauses 10, 19, 20, 21 and 22 of this Agreement may be made from the remuneration and allowances due to an employee; provided that any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee may be deducted.

7. LODGING ALLOWANCE.

An employee working on a job so situated as to render him unable to return to his home daily shall be provided by his employer with suitable sleeping accommodation in proximity to the place of work; alternatively an employer shall pay to such employee an allowance of 75 cents per day in lieu thereof.

8. HOURS OF WORK.

(1) Except as provided in sub-clauses (3) and (6) of this clause and subject to the provisions of clause 9 of this Agreement, no employer shall on any day require or allow an employee to start work earlier than 7.30 a.m. or finish work later than 5.30 p.m., except on Fridays when the finishing time shall be not later than 4.30 p.m.; provided that no employee shall be allowed to work more than five hours continuously without an interval of one hour.

(2) Except as provided in sub-clause (6), the ordinary working hours, which shall not exceed 44 per week, shall be apportioned as follows: Nine hours daily on Mondays to Thursdays and eight hours on Fridays.

(3) Subject to the consent of the Council an employer may engage employees to work two or three shifts during any period of 24 hours; provided, however, that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 9 of this Agreement. One of the shifts shall be worked within the times prescribed in sub-clause (1) of this clause. An employee working any shift other than the shift between such times shall receive the wages payable under clause 4 of this Agreement, plus 15 per cent.

(4) Alle werkende werkgewers en vennote moet die werkure nakom wat ooreenkomstig hierdie klousule voorgeskryf is of voorgeskryf mag word.

(5) Terwyl hy in die diens van 'n werkgewer is, mag geen werknemer enige werk in die Bounywerheid aanvaar, onderneem of verrig, hetsy vir besoldiging of nie, buite die ure voorgeskryf in of soos dit voorgeskryf mag word ooreenkomstig hierdie klousule, ook nie op Saterdag, Sondag, Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag nie, hetsy vir eie rekening of namens enige ander persoon of persone, tensy die toestemming van die Raad vooraf skriftelik verkry is, behalwe dat sodanige werknemer werk vir homself alleen mag verrig.

(6) In die geval van drywers van meganiese voertuie en van werknemers in diens op ongeskoolde werk (uitgesonderd die skilder- en loodgietersambagte) is onderstaande bepalings van toepassing:

(a) Behoudens die bepalings van klousule 9 van die Ooreenkoms mag geen werkgewer op enige dag van 'n werknemer vereis of hom toelaat om vroeër as 7.20 vm. te begin werk of later as 5.45 nm. op te hou werk nie, behalwe op Vrydae wanneer die ophoutyd nie later as 4.40 nm. mag wees nie; met dien verstande dat geen werknemer toegelaat mag word om langer as vyf uur ononderbroke sonder 'n pouse van een uur te werk nie.

(b) Die gewone werkure, wat nie meer as 46 per week mag wees nie, moet soos volg verdeel word: Nege uur en 25 minute daaglik op Maandae tot Donderdae en 8 uur 20 minute op Vrydae.

(c) Behoudens die toestemming van die Raad mag 'n werkgewer werknemers in diens neem om twee of drie skofte gedurende die enige tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie behalwe kragtens die voorwaardes voorgeskryf in klousule 9 van die Ooreenkoms. Een van dié skofte moet gewerk word binne die tye voorgeskryf in subparagraaf (a) van hierdie subklousule. 'n Werknemer wat enige ander skof werk as die skof tussen sulke ure moet die lone ontvang wat betaalbaar is kragtens klousule 4 van die Ooreenkoms, plus 15 persent.

(7) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om op Saterdag, Sondag, Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag, Tweede Kersdag, of op Nuwejaarsdag te werk nie tensy die toestemming van die Raad vooraf verkry is.

9. OORTYD.

(1) Behalwe soos bepaal in subklousule (7) van klousule 8 mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n tydperk van hoogstens twee uur daaglik slegs op Maandae tot en met Donderdae; met dien verstande dat die beperking van twee uur daaglik nie van toepassing op die drywers van meganiese voertuie is nie.

(2) Behoudens die bepalings van subklousule (1) van hierdie klousule, mag geen oortyd gewerk word nie behalwe—

(a) in die geval van noodwerk, en in dié geval moet die kontrakteur wat sodanige werk uitgevoer het, binne 24 uur vanaf die begin van die Raad se volgende besigheidsdag, aan die Raad 'n skriftelike staat oorhandig waarin uiteengesit word—

- (i) sy naam en adres;
- (ii) die aard van die werk verrig;
- (iii) die plek waar, die datum waarop en die tye waarin dit begin en voltooi is; en
- (iv) die redes waarom daar nie aansoek gedoen is ooreenkomstig die volgende paragraaf nie; of

(b) met die toestemming van die Raad, waarvoor aansoek skriftelik by die Raad ingedien moet word vóór 12 middag op die besigheidsdag waarop, of enige besigheidsdag voor die dag waarop sodanige oortyd gewerk moet word. Die applikant moet die volgende noem—

- (i) sy name en adres;
- (ii) die aard van die werk wat verrig moet word;
- (iii) die plek waar, die datum waarop en die tye wanneer dit begin en voltooi moet word; en
- (iv) die redes waarom dit buite die ure voorgeskryf in klousule 8 verrig moet word.

(3) Behoudens die bepalings van subklousule (3) van klousule 4 of subklousule (3) van klousule 8, en van subklousule (4) van hierdie klousule, moet daar soos volg betaal word vir enige ure wat gewerk word soos beskryf in hierdie subklousule—

- (a) een en 'n half maal die gewone loon vir elke uur gewerk of deel van 'n uur gewerk tussen 5.30 nm. en 10 nm. op enige dag van Maandae tot Donderdae, of tussen 4.30 nm. en 10 nm. op Vrydae, of tussen 7.30 vm. en 5 nm. op Saterdag;
- (b) twee maal die gewone loon vir elke uur of deel van 'n uur gewerk tussen 10 nm. op enige dag van Maandae tot Vrydae en die gewone begintyd op die volgende dag, of tussen 5 nm. en middernag op Saterdag.

(4) Die bepalings van subklousule (3) van hierdie klousule is nie van toepassing op drywers van meganiese voertuie of op werknemers wat ongeskoolde werk verrig nie (die skilder- en loodgietersambagte uitgesonderd). Behoudens die bepaling van subklousule (3) van klousule 4, en van paragraaf (c) van subklousule (6) van klousule 8, moet soos volg betaal word vir oortyd wat deur sodanige werknemers gewerk word—

- (a) een en 'n half maal die gewone loon vir elke uur of deel van 'n uur gewerk tussen 5.45 nm. en 10.5 nm. op enige dag van Maandae tot Donderdae, of tussen 4.40 nm. en 10.5 nm. op Vrydae, of tussen 7.20 vm. en 5.5 nm. op Saterdag;

(4) All working employers and partners shall observe the working hours prescribed in or as may be laid down in accordance with this clause.

(5) 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 Saturdays, Sundays, Good Friday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, 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.

(6) In the case of drivers of mechanical vehicles and of employees engaged on unskilled work (the painting and plumbing trades excepted) the following provisions shall apply:

(a) Subject to the provisions of clause 9 of this Agreement no employer shall on any day require or allow an employee to start work earlier than 7.20 a.m. or finish later than 5.45 p.m., except on Fridays when the finishing time shall be not later than 4.40 p.m.; provided that no employee shall be allowed to work more than five hours continuously without an interval of one hour.

(b) The ordinary working hours, which shall not exceed 46 per week, shall be apportioned as follows: Nine hours and 25 minutes daily on Mondays to Thursdays and eight hours 20 minutes on Fridays.

(c) Subject to the consent of the Council, an employer may engage employees to work two or three shifts during any period of 24 hours; provided, however, that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 9 of this Agreement. One of these shifts shall be worked within the times prescribed in paragraph (a) of this sub-clause. An employee working any shift other than the shift between such times shall receive the wages payable under clause 4 of this Agreement plus 15 per cent.

(7) No employer shall require or allow an employee to work on Saturdays, Sundays, Good Friday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day or on New Year's Day, unless the consent of the Council has been first obtained.

9. OVERTIME.

(1) Except as provided in sub-clause (7) of clause 8, an employer may require or permit an employee to work overtime for a period not exceeding two hours daily on Mondays to Thursdays (inclusive) only; provided that the limitation of two hours daily shall not apply to the drivers of mechanical vehicles.

(2) Subject to the provisions of sub-clause (1) of this clause, no overtime shall be worked except—

(a) in the case of emergency work, in which case the contractor who executed such work shall within 24 hours of the commencement of the Council's next business day, deliver to the Council a statement in writing, setting forth—

- (i) his name and address;
- (ii) the nature of the work executed;
- (iii) the place where, the date on which and the times when it was commenced and completed; and
- (iv) the reasons why permission was not applied for in terms of the next succeeding paragraph; or

(b) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12 noon on the business day on which, or on any business day prior to the day on which, such overtime is to be worked. The applicant shall state—

- (i) his name and address;
- (ii) the nature of the work to be executed;
- (iii) the place where, the date on which and the times when it is to be commenced and completed; and
- (iv) the reasons why it should be executed outside the hours prescribed in clause 8.

(3) Subject to the provisions of sub-clause (3) of clause 4 or sub-clause (3) of clause 8, and of sub-clause (4) of this clause, any hours worked as described in this sub-clause shall be paid for at—

(a) one and one-half times the ordinary or usual rate of pay for each hour worked or part of an hour worked between 5.30 p.m. and 10 p.m. on any day from Mondays to Thursdays, or between 4.30 p.m. and 10 p.m. on Fridays, or between 7.30 a.m. and 5 p.m. on Saturdays;

(b) double the ordinary or usual rates of pay for each hour or part of an hour worked between 10 p.m. on any day from Mondays to Fridays and the usual starting time on the following day, or between 5 p.m. and midnight on Saturdays.

(4) The provisions of sub-clause (3) of this clause shall not apply to drivers of mechanical vehicles or to employees engaged on unskilled work (the painting and plumbing trades excepted). Subject to the provision of sub-clause (3) of clause 4, and of paragraph (c) of sub-clause (6) of clause 8, overtime worked by such employees shall be paid for at—

(a) one and one-half times the ordinary or usual rates of pay for each hour or part of an hour worked between 5.45 p.m. and 10.5 p.m. on any day from Mondays to Thursdays, or between 4.40 p.m. and 10.5 p.m. on Fridays, or between 7.20 a.m. and 5.5 p.m. on Saturdays;

- (b) twee maal die gewone loon vir elke uur of deel van 'n uur gewerk tussen 10.5 nm. op enige dag van Maandae tot Vrydae en die gewone begintyd op die volgende dag of tussen 5.5 nm. en middernag op Saterdag.

10. DIENSBEÏNDIGING.

(1) 'n Werknemer wat diens by 'n werkgever wil eindig en 'n werkgever wat die diens van 'n werknemer wil beëindig, moet in die geval van timmermans en skrynwerkers minstens twee uur kennis gee en in die geval van alle ander werknemers een uur kennisgewing van sodanige beëindiging; met dien verstande dat—

- (a) diens in geen geval vóór die ophoutyd mag eindig nie op enige dag voorgeskryf in, of soos dit voorgeskryf mag word ooreenkomstig die bepalings van klousule 8 van die Ooreenkoms op enige dag waarop kennis gegee word;
- (b) 'n werkgever in plaas van sodanige kennis te gee, 'n werknemer 'n loon mag betaal teen die skaal voorgeskryf in klousule 4 van die Ooreenkoms vir die tydperk vir sodanige kennis voorgeskryf, en, in daardie geval, moet sodanige tydperk vir die toepassing van die Ooreenkoms as tyd gewerk geag word.

(2) Indien 'n werknemer ophou werk sonder om aan sy werkgever die kennis te gee wat in subklousule (1) van hierdie klousule voorgeskryf word, mag die werkgever van enige loon wat aan sodanige werknemer verskuldig is, 'n bedrag aftrek wat gelyk is aan die loon betaalbaar ooreenkomstig klousule 4 van die Ooreenkoms vir 'n tydperk gelyk aan sodanige kennis.

(3) Gedurende die kennisgewingtyd genoem in subklousule (1) van hierdie klousule moet enige werknemer wat in diens geneem is as 'n timmerman of skrynwerker toegelaat word om sy gereedskap in werkende orde te kry, maar hy moet nietemin voortgaan met die werk waarvoor hy in diens geneem is vir enige deel van die kennisgewingtyd wat nie vir die doel nodig is nie.

(4) Die bepalings van subklousules (1), (2) en (3) van hierdie klousule is nie van toepassing nie tensy 'n werknemer minstens drie agtereenvolgende dae by dieselfde werkgever gewerk het.

(5) Niks in hierdie klousule mag 'n werkgever belet om 'n werknemer buite werk te stel omrede van nat weer of tekort aan materiaal, maar geen werkgever mag 'n werknemer vir enige tydperk as 'n tugmaatreeël buite werk stel nie.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Geskikte plekke moet deur die werkgever by alle werkplekke verskaf word om gereedskap in toe te sluit. Dit is nie van toepassing op klein werkies nie. Alle werknemersgereedskap in werkwinkels en in toesluitplekke wat kragtens hierdie subklousule verskaf word, moet deur die werkgever teen verlies deur brand verseker word; met dien verstande dat dié bepaling slegs van toepassing is wanneer 'n werknemer se gereedskap gemerk is met sy naam en sodanige werknemer die werkgever voorsien het van 'n lys van sodanige gereedskap, en die werkgever redelike geleentheid gegee het om sodanige lys na te gaan. Indien enige sodanige gereedskap nie verseker is nie, is die werkgever in alle geval aanspreeklik vir enige sodanige verlies.

(2) Werkgewers moet slypstene wat in goeie orde en toestand is, verskaf om gereedskap mee skerp te maak. Waar geen slypsteen by 'n werkplek verskaf is nie, moet geskikte tyd en geriewe aan timmermans en skrynwerkers verskaf word voor die beëindiging van hul diens ten einde hul gereedskap in orde te bring.

(3) Werkgewers moet die volgende in goeie orde en toestand verskaf in die geval van—

- (a) *Timmermans*: Alle klemme, handskroewe, lymkwaste, skroefslutels, koevoete, bore en boorysters oor 12 duim in lengte en alle hamers oor 3 lb. en sae om asbesplate te saag.
- (b) *Klimmessaars en kliphouers*:
- Gereedskap om graniet of ander klip, voorafgegiëte klip of kunsgraniet te bewerk, en kloue;
 - geskikte afdakke vir kliphouers met 'n dak wat minstens 10 voet hoog is. Hierdie bepaling is nie van toepassing op klein werkies of bouterreine nie;
 - 'n werknemer om alle gereedskap skerp te maak.
- (c) *Pleistersaars*: Daghaborde en steiers van geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granolietwerk.
- (d) *Loodgieters en gasaanleërs*:
- Masjiene wat in werkwinkel of by 'n werkplek gebruik word;
 - bankaambeelde en klinkstawe en boorysters van alle groottes;
 - skroefsnijgereedskap, soos stokke, snyblokke, tappe en palratte;
 - pypsnijgereedskap en skroewe;
 - spesiale en swaar kalfaatysters en vuurpotte;
 - metaalpotte en groot gietlepele;
 - soldeerboute en groot blaaslampe;
 - beitels, deurslae en muurpenne langer as 9 duim;
 - vyle en ystersaaglemme;
 - spille van meer as 9 duim in deursnee;
 - toestelle vir kliuknaels No. 12 en groter en groefsnijgereedskap;
 - hamers en plethamers vir metaalplaatwerk;
 - deurslae van meer as een kwart duim in deursnee; hol of solied;
 - skroefslutels en tange van langer as 12 duim.

- (b) double the ordinary or usual rates of pay for each hour or part of an hour worked between 10.5 p.m. on any day from Mondays to Fridays and the usual starting time on the following day or between 5.5 p.m. and midnight on Saturdays.

10. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating an engagement with an employer and any employer desirous of terminating the services of an employee, shall give in the case of carpenters and joiners not less than two hours' notice, and in the case of all other employees one hour's notice of such termination, provided that—

- (a) employment shall in no case terminate before the finishing time on any day prescribed in, or as may be laid down in accordance with the terms of clause 8 of this Agreement on the day on which notice is given;
- (b) an employer may, in lieu of such notice, pay to an employee wages at the rate prescribed in clause 4 of this Agreement for the period prescribed for such notice, and, in that event, such period shall, for the purpose of this Agreement, be deemed to be time worked.

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

(3) Any employee engaged as a carpenter or joiner shall during the period of notice referred to in sub-clause (1) of this clause be allowed to put his tools in working order, but shall nevertheless continue at the work for which he was engaged for any portion of the period of notice not required for this purpose.

(4) The provisions of sub-clauses (1), (2) and (3) of this clause shall not apply unless an employee has worked for at least three consecutive days with the same employer.

(5) Nothing in this clause shall prevent an employer from laying off an employee by reason of wet weather or shortage of materials but no employer shall suspend an employee from work for any period as a disciplinary measure.

11. STORAGE AND PROVISION OF TOOLS, ETC.

(1) Suitable places shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of this sub-clause shall be insured by the employer against loss by fire; provided that this provision shall apply only when an employee's tools are marked with his name and such employee has provided the employer with an inventory of such tools, and has furnished the employer a reasonable opportunity of checking such inventory. If any such tools are not insured the employer shall in any case be liable for any such loss.

(2) Employers shall supply in good order and condition grindstones for sharpening tools. Where no grindstone is provided on a job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(3) Employers shall provide in good order and condition in the case of—

- (a) *Carpenters*: All cramps, handscrews, glue-brushes, wrenches, crowbars, augurs and bits over 12 inches long, and all hammers, over 3 lbs., and saws for cutting asbestos sheets.
- (b) *Masons and stone-cutters*:
- Tools for working granite or other stone, precast stone or artificial granite and claws;
 - suitable shed for stone-cutters, the roof of which must not be less than 10 feet high. This rule shall not apply to small jobs or building sites;
 - an employee to sharpen all tools.
- (c) *Plasterers*: Dagga-boards and stands of suitable height, rollers, straight edges and special granolithic tools.
- (d) *Plumbers and gas-fitters*:
- Machines used in shop or on job;
 - stake and riveting bars and drills of all sizes;
 - screwing-tackle, such as stock, dies, taps and ratchets;
 - pipe-cutting tools and vices;
 - special and heavy caulking irons and firepots;
 - metal pots and large ladles;
 - soldering-irons and large blow lamps;
 - chisels, punches and wall-pins over 9 inches in length;
 - files and hack-saw blades;
 - mandrills over 2 inches in diameter;
 - rivet sets from 12 rivet and over, and grooving tools;
 - sheet-metal workers' mallets and heavy dressers;
 - punches over $\frac{1}{4}$ (quarter) inch in diameter;
 - wrenches and tongs over 12 inches in length.

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

- (1) *Betonwerk*.—Alle betonwerk moet uitgevoer word onder die bekwame en ononderbroke toesig van 'n geskoolde werknemer wat die loon betaal moet word wat in subklousule (1) (a) (vi) van klousule 4 van die Ooreenkoms voorgeskryf word.
- (2) *Klipwerk*.
 - (a) Bedieners van klipdraai- en skaafmasjiene, asook diamant- en karborundsagmasjiene, moet minstens die loon betaal word wat in subklousule (1) (a) (vi) van klousule 4 van die Ooreenkoms voorgeskryf word.
 - (b) Werknemers wat gereedskap skerpmak, saagblaai vassit en klip stel om gesaag te word en alle klip vassit en waterpas maak vir poleermasjiene, moet minstens die loon betaal word wat in subklousule (1) (a) (vi) van klousule 4 van die Ooreenkoms vasgestel word.
 - (c) Klipmesselaars se werkbanke moet minstens 6 voet van mekaar staan en geen stof mag met uitlaat- of ander lug gedurende werke weggeblaas word nie.
 - (d) Geen klip wat afgewerk word in 'n distrik van die Republiek van Suid-Afrika waarin laer lone as dié voorgeskryf vir sodanige werk in klousule 4 (1) (a) (vi) van die Ooreenkoms betaal word, mag gebruik word in die Bounywerheid in die landdrostrikte Paarl, Wellington, Stellenbosch en Somerset-Wes.
 - (e) Alle gevierkante klip moet in die werkgewer se werf of by die werkplek afgewerk word, maar mag by die steengroef kleiner gemaak word met behulp van slegs 'n splinterhamer. Wanneer die werkgewer se werf by die steengroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die steengroef wees.
- (3) *Steierwerk*.—Alle steiers moet behoorlik gemaak wees van gesonde materiaal en moet opgerig word deur of onder die toesig van 'n touwerker of ander werknemer wat minstens die loon betaal moet word wat in subklousule (1) (a) (vi) van klousule 4 van die Ooreenkoms voorgeskryf word.
- (4) *Skrynwerk*.—Geen skrynwerk wat vervaardig is in 'n distrik in die Republiek van Suid-Afrika waar die loon wat betaal word aan ambagsmanne wat in diens is op sodanige skrynwerk, laer is as dié voorgeskryf in klousule 4 (1) (a) (vi) van die Ooreenkoms, moet gebruik word in die Bounywerheid in die landdrostrikte Paarl, Wellington, Stellenbosch en Somerset-Wes nie.

13. SKULING TEEN NAT WEER.

Waar bouwerksaamhede ook al uitgevoer word, moet werkgewers geskikte geriewe verskaf waarin werknemers gedurende nat weer kan skuil.

14. LATRINES.

Behoorlike sanitêre geriewe moet by alle werkplekke afsonderlik vir Blankes en nie-Blankes verskaf word.

15. VERVERSINGS.

Elke werkgewer moet tyd wat nie meer as 10 minute in die oggend en 10 minute in die namiddag duur nie, toestaan vir verversings en die tyd moet in medewerking tussen die werkgewer en die werknemers by elke werkplek vasgestel word.

16. KENNISGEWINGBORDE.

Elke werkgewer en alle werkgewers wat in vennootskap werk, waar boubedrywighede ook al uitgevoer word, moet in 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord vertoon wat minstens 3 voet by 2 voet groot is en waarop die volle naam en besigheidsadres van sodanige werkgewer of vennootskap aangetoon word.

17. VRYSTELLINGS.

- (1) Om 'n goeie en voldoende rede mag die Raad vrystelling van enigeen van die bepalings van die Ooreenkoms verleen.
- (2) Die Raad het die reg om die voorwaardes vas te stel waaronder en die tydperk waarvoor enige vrystelling van krag moet wees.
- (3) 'n Vrystellingslisensie onder die handtekening van die Voor-sitter van die Raad moet uitgereik word aan elke persoon wat vrygestel word; met dien verstande dat sodanige lisensie nie in 'n ander gebied van krag mag wees as die gebied of gebiede waarvoor dit toegestaan is nie.
- (4) 'n Vrystellingslisensie kan te eniger tyd deur die Raad gedurende die tydperk waarvoor dit toegestaan is, gewysig of ingetrek word.

18. AGENTE.

- (1) Die Raad moet persone as agente aanstel om te help met die toepassing van die bepalings van die Ooreenkoms. 'n Agent mag enige inrigting binnegaan en enige werkgewer of werknemer ondervra en die loonstate en toelaes wat betaal word, inspekteer, asook betaling vir oortyd en tyd gewerk, vir die doel om vas te stel of die bepalings van die Ooreenkoms nagekom word.
- (2) Behoudens die magtiging deur die Minister ooreenkomstig artikel 36 (2) van die Wet op Vakleerlinge, 1944, soos gewysig, moet 'n agent daarbenewens die bevoegdheid hê om vakleerling-skapkomitees vir die Nywerheid te help deur inspeksies uit te voer ten einde vas te stel of die bepalings van leerkontrakte nagekom word ooreenkomstig die Wet op Vakleerlinge, 1944, soos gewysig, en die regulasies daarkragtens uitgevaardig.

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

- (1) *Concreting*.—All concreting shall be carried out under the adequate and continuous supervision of a skilled employee who shall be paid the wages prescribed in sub-clause (1) (a) (vi) of clause 4 of this Agreement.
- (2) *Stone Work*.
 - (a) Operators of stone-turning and planing machines, also diamond and carborundum sawing machines, shall be paid not less than the wages prescribed in sub-clause (1) (a) (vi) of clause 4 of this Agreement.
 - (b) Employees engaged in sharpening tools, fixing sawblades and setting stone ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the wages prescribed in sub-clause (1) (a) (vi) of clause 4 of this Agreement.
 - (c) Masons' bankers must not be less than 6 feet apart, and no dust shall be blown off with exhaust or other air during working hours.
 - (d) No stone dressed in a district of the Republic of South Africa in which wages lower than those prescribed for such work in clause 4 (1) (a) (vi) of this Agreement are paid shall be utilized in the Building Industry in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West.
 - (e) All square stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry, it must be at a reasonably safe distance from the working face of the quarry.
- (3) *Scaffolding*.—All scaffolding shall be properly constructed of sound material, and shall be erected by or under the supervision of a rigger or other employee, who shall be paid not less than the wage prescribed in sub-clause (1) (a) (vi) of clause 4 of this Agreement.
- (4) *Joinery*.—No joinery manufactured in a district in the Republic of South Africa where the wage paid to journeymen employed on such manufacture is lower than that prescribed in clause 4 (1) (a) (vi) of this Agreement, shall be utilized in the Building Industry in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West.

13. WET WEATHER SHELTER

Wherever building operations are being carried out, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

14. LATRINES.

Proper sanitary accommodation shall be provided on all jobs for European and non-Europeans separately.

15. REFRESHMENTS.

Every employer shall provide time not exceeding ten minutes in the morning and ten minutes in the afternoon for taking refreshments, such time to be agreed upon in consultation between the employer and employees on each job.

16. NOTICE BOARDS.

Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice board measuring not less than 3 feet by 2 feet showing the full name and business address of such employer or partnership.

17. EXEMPTIONS.

- (1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.
- (2) The Council shall have the power to fix the conditions under and the period for which any exemption shall operate.
- (3) A licence of exemption under the signature of the Chairman of the Council shall be issued to every person exempted; provided that such licence shall not be valid in any area other than the area or areas for which it is granted.
- (4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it is granted.

18. AGENTS.

- (1) The Council shall appoint persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the records of wages and allowances paid, any payments for overtime, also time worked for the purpose of ascertaining whether the terms of the Agreement are being observed.
- (2) Subject to authorization by the Minister in terms of section thirty-six (2) of the Apprenticeship Act, 1944, as amended, an Agent shall in addition have the power to assist Apprenticeship Committees for the Industry by carrying out inspections in order to ensure that the conditions of apprenticeship contracts are being observed in terms of the Apprenticeship Act, 1944, as amended, and the regulations promulgated thereunder.

19. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te dek, moet elke werkgewer—

(a) 5 sent per week aftrek van die loon van elk van sy werknemers vir wie 'n loon in subparagrafe (v) en (vi) van paragraaf (a) van klousule 4 (1) van die Ooreenkoms voorgeskryf word en by die bedrag aldus afgetrek, moet die werkgewer 'n ewe groot bedrag voeg, en dié bedrag moet hy aan die Raad op of voor die 14de van elke maand betaal, en sodanige betaling moet vergesel gaan van 'n staat wat die getal sodanige werknemers in diens en hul ambagte aantoon; met dien verstande dat—

(i) die bepaling van hierdie paragraaf nie van toepassing is op 'n werknemer wat minder as 19 uur in een week by dieselfde werkgewer in diens was nie;

(ii) met ingang van 23 Oktober 1961, of sodanige later datum wat deur die Raad bepaal mag word en waarvan behoorlik kennis gegee is aan alle werkgewers wat by die Raad geregistreer is, betaling in plaas van op daardie wyse, gemaak moet word soos voorgeskryf in subklousules (2) en (4) van hierdie klousule;

(b) ten opsigte van enige kalendermaand waarin daar nie van hom vereis was om enige betalings aan die Raad te maak kragtens paragraaf (a) van hierdie subklousule nie, aan die Raad 'n bedrag van 25 sent betaal ten opsigte van elke week wat in sodanige maand eindig (d.w.s. ten opsigte van elke Vrydag). Die bydrae bereken soos voormoem, moet op of voor die 14de van die volgende maand aan die Raad betaal word, en dit moet vergesel gaan van 'n skriftelike verklaring dat sodanige werkgewer nie aanspreeklik was om enige betalings aan die Raad kragtens die voorgaande paragraaf (a) te maak nie.

(2) Ooreenkomstig die bepaling van voorbehoud (ii) by paragraaf (a) van subklousule (1) van hierdie klousule en met ingang van die datum daarin voorgeskryf, moet elke werkgewer op elke betaaldag aan elke betrokke werknemer 'n seël uitreik ter waarde van 10 sent en dié seël moet leesbaar deur hom geroepeer word met sy naam en datum van uitreiking.

(3) (a) Die seëls wat aan elke werknemer kragtens subklousule (2) van hierdie klousule uitgereik word, moet deur sodanige werknemer in 'n bydraeboek geplak word wat sonder versuim van die Sekretaris van die Raad verkry en deur die werknemer gehou moet word.

(b) Aansoek om 'n bydraeboek moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkry en deur die werknemer ingevul moet word waarin die werknemer se volle naam en adres en sy beroep genoem word en sy gewone handtekening toon.

(c) Die Raad kan na goeddunke die seëls en bydraeboeke wat in hierdie klousule genoem word, met enige ander seëls en bydraeboeke kombineer wat deur die Raad uitgereik word ten opsigte van enige ander fonds waarvoor voorsiening in hierdie Ooreenkoms gemaak word.

(4) Die seëls wat in subklousule (2) genoem word, moet deur die werkgewer van die Raad gekoop word en 'n voldoende reservevoorraad daarvan moet deur die werkgewer te alle tye in stand gehou word; met dien verstande dat 'n werkgewer terugbetaling van die Raad kan kry ter waarde van enige ongebruikte seëls. Aansoek om sodanige terugbetaling moet gedoen word nie later nie as ses kalendermaande na die einde van die jaar waarin genoemde seëls uitgereik is.

(5) Onmiddellik na die eerste betaaldag in November elke jaar moet werknemers hul bydraeboeke by die Kantoor van die Raad inlewer en moet van 'n kwitansie daarvoor voorsien word.

(6) Bydraeboeke en seëls is nie oordraagbaar nie, ook kan dit nie gesedeer of verpand word nie.

20. VAKANSIETYDPERK.

(1) Geen werkgewer mag werk in die Bounywerheid, uitgesonderd noodwerk, gedurende ondergenoemde tydperke verrig nie, ook mag hy van geen werknemer vereis of hom toelaat om sodanige werk gedurende sodanige tydperke te verrig nie—

(a) beginnende om 5.30 nm. op 22 Desember 1961, en eindigende om 7.30 vm. op 8 Januarie 1962;

(b) beginnende om 5.30 nm. op 21 Desember 1962 en eindigende om 7.30 vm. op 7 Januarie 1963;

(c) beginnende om 5.30 nm. op 20 Desember 1963 en eindigende om 7.30 vm. op 6 Januarie 1964;

(d) beginnende om 5.30 nm. op 23 Desember 1964, en eindigende om 7.30 vm. op 7 Januarie 1965;

(e) beginnende om 5.30 nm. op 23 Desember 1965, en eindigende om 7.30 vm. op 10 Januarie 1966.

(2) Benewens enige besoldiging waarop 'n vakleerling of 'n minderjarige, in diens kragtens klousule 4 (2) van die Ooreenkoms, geregtig is, moet 'n werkgewer sodanige vakleerling of minderjarige die bedrae betaal wat hieronder gespesifiseer word—

(a) Vakansietydperk.

Die loon wat 'n vakleerling of minderjarige sou verdien het as hy vir sy werkgewer gewerk het gedurende die vakansietydperk voorgeskryf in die voorgaande subklousule (met inbegrip van openbare vakansiedae genoem in klousule 4 (3) wat binne sodanige geslote tydperk val), en sodanige bedrag moet betaal word op die laaste betaaldag voor die aanvang van die vakansietydperk. Met dien verstande dat in die geval van 'n vakleerling wie se dienskontrak eindig voor die laaste betaaldag wat die aanvang

19. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, every employer shall—

(a) deduct 5 cents per week from the wages of each of his employees for whom wages are prescribed in sub-paragraphs (v) and (vi) of paragraph (a) of clause 4 (1) of this Agreement and to the amount so deducted the employer shall add an equal amount, which amounts he shall pay to the Council on or before the 14th of each month, such payment to be accompanied by a statement showing the number of such employees employed and their trades; provided that—

(i) the provisions of this paragraph shall not apply in respect of an employee who has worked for less than 19 hours in any one week with the same employer.

(ii) as from the 23rd October, 1961, or such later date as may be determined by the Council and of which due notice shall be given to all employers registered with the Council, payment shall instead be made in the manner prescribed in sub-clauses (2) and (4) of this clause;

(b) in respect of any calendar month during which he has not been required to make any payments to the Council in terms of paragraph (a) of this sub-clause, contribute to the Council an amount of 25 cents in respect of each week ending (that is in respect of each Friday) in such month. The contribution calculated as aforesaid shall be paid to the Council on or before the 14th of the succeeding month, accompanied by a statement in writing that such employer was not liable to make any payments to the Council in terms of the preceding paragraph (a).

(2) In accordance with the provisions of proviso (ii) to paragraph (a) of sub-clause (1) of this clause and as from the date prescribed therein, every employer shall on each pay day issue to each employee concerned a stamp to the value of 10 cents which stamp shall be legibly cancelled by him with his name and the date of issue.

(3) (a) The stamps issued to each employee in terms of sub-clause (2) of this clause shall be affixed by such employee in a contribution book to be obtained without delay from the Secretary of the Council and retained by the employee.

(b) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation and bearing his usual signature.

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

(4) The stamps referred to in sub-clause (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made not later than six calendar months after the expiration of the year during which the said stamps were issued.

(5) Immediately after the first pay day in November in each year, employees shall deposit their contribution books at the office of the Council and shall be issued with a receipt therefor.

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

20. HOLIDAY PERIOD.

(1) No employer shall perform or require or allow an employee to perform work, and no employee shall undertake or perform work in the Building Industry other than emergency work during the periods—

(a) commencing at 5.30 p.m. on the 22nd December, 1961, and ending at 7.30 a.m. on the 8th January, 1962;

(b) commencing at 5.30 p.m. on the 21st December, 1962, and ending at 7.30 a.m. on the 7th January, 1963;

(c) commencing at 5.30 p.m. on the 20th December, 1963, and ending at 7.30 a.m. on the 6th January, 1964;

(d) commencing at 5.30 p.m. on the 23rd December, 1964, and ending at 7.30 a.m. on the 7th January, 1965;

(e) commencing at 5.30 p.m. on the 23rd December, 1965, and ending at 7.30 a.m. on the 10th January, 1966.

(2) In addition to any remuneration to which an apprentice and a minor employed in terms of clause 4 (2) of this Agreement is entitled, an employer shall pay to such apprentice or minor the amounts specified hereunder—

(a) Holiday Period.

The wages which an apprentice or minor would have earned if he had worked for his employer during the holiday period prescribed in the preceding sub-clause (inclusive of public holidays mentioned in clause 4 (3) falling within such closed period), such amount to be paid on the last pay day prior to the commencement of the holiday period. Provided that in the case of an apprentice whose contract of employment terminates prior to the last pay

van die vakansietydperk voorafgaan, moet die werkgewer sodanige vakleerling 'n bedrag van minstens een sesde van die weekloon betaal ten opsigte van elke voltooide maand diens gedurende die jaar wat sodanige vakansie voorafgaan.

(b) *Openbare Vakansiedae (Goeie Vrydag, Hemelvaartdag en Gelofte-dag).*

Die loon wat 'n vakleerling of minderjarige sou verdien het as hy vir sy werkgewer op genoemde openbare vakansiedag gewerk het, en sodanige bedrag moet betaal word op die betaaldag wat volg op die betrokke openbare vakansiedag.

(3) Benewens ander besoldiging betaalbaar kragtens die Ooreenkoms, moet 'n werkgewer ten opsigte van elke en iedere uur deur elk van sy werknemers gewerk en op die wyse voorgeskryf in hierdie klousule, 'n bedrag soos volg tot 'n vakansiefonds bydra:

- (a) Ten opsigte van werknemers vir wie lone voorgeskryf word in subparagraaf (i) van paragraaf (a) van klousule 4 (1) en wat minder as 12 maande in die Bounywerheid in diens was, $\frac{1}{2}$ sent per uur, wat weekliks in kontant aan die werknemer betaal moet word, in plaas van vakansiefonds, terselfdertyd as sy gewone besoldiging.
- (b) Ten opsigte van werknemers vir wie lone voorgeskryf word in subparagraaf (i) van paragraaf (a) van klousule 4 (1) en wat minstens 12 maande in die Bounywerheid in diens was: $2\frac{1}{2}$ sent per uur.
- (c) Ten opsigte van werknemers vir wie lone voorgeskryf word in subparagraawe (ii), (iii) en (iv) van paragraaf (a) van klousule 4 (1): $2\frac{1}{2}$ sent per uur.
- (d) Ten opsigte van werknemers vir wie lone voorgeskryf word in subparagraawe (v) en (vi) van paragraaf (a) van klousule 4 (1): $3\frac{1}{2}$ sent per uur.

Met dien verstande dat genoemde bydraes tot die vakansiefonds betaalbaar is op hoogstens 40 uur in enige week, ongeag of sodanige tyd teen gewone of oortydloone gewerk is.

(4) Die werkgewer moet ten opsigte van die bedrae bygedra kragtens paragraawe (b), (c) en (d) van subklousule (3), op elke betaaldag aan elk van sy werknemers wat minstens 19 uur in 'n week vir hom gewerk het, een seël uitreik wat leesbaar deur hom met sy naam en die datum van uitreiking geroeper is, en die waarde van sodanige seël moet soos volg wees:

- een rand ten opsigte van die bedrae bygedra kragtens paragraawe (b) en (c) van subklousule (3),
- een rand 40 sent ten opsigte van die bedrae bygedra kragtens paragraaf (d) van subklousule (3),

met dien verstande dat waar 'n werknemer meer as 19 uur maar minder as 40 uur in enige week vir dieselfde werkgewer gewerk het, sodanige werkgewer van die loon wat aan sodanige werknemer verskuldig is, 'n bedrag mag aftrek gelyk aan die betrokke loon voorgeskryf in genoemde subparagraawe, vermenigvuldig met die verskil tussen 40 en die getal ure werklik gewerk.

(5) Die bepalings van subklousule (4) van hierdie klousule is nie van toepassing nie tensy die werknemer minstens 19 uur in 'n week vir dieselfde werkgewer gewerk het. Ingeval enige sodanige werknemer minder as 19 uur in 'n week by dieselfde werkgewer gewerk het, moet sodanige werkgewer in plaas daarvan om tot sodanige fonds by te dra, sodanige werknemer in kontant betaal teen die betrokke skaal wat in subklousule (3) van hierdie klousule voorgeskryf word.

(6) (a) Die seëls wat aan elke werknemer kragtens subklousule

(4) van hierdie klousule uitgereik word, moet deur sodanige werknemer in 'n bydraeboek geplak word wat sonder versuim van die Sekretaris van die Raad verkry en deur die werknemer gehou moet word.

(b) Aansoek om 'n bydraeboek moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkry en deur die werknemer ingevul moet word waarin die werknemer se volle naam en adres, en sy beroep genoem word en sy gewone handtekening toon.

(c) Die Raad kan na goedgekeurde seëls en bydraeboeke wat in hierdie klousule genoem word, met enige ander seëls en bydraeboeke kombineer wat deur die Raad uitgereik word ten opsigte van enige ander fonds waarvoor voorsiening in hierdie Ooreenkoms gemaak word.

(7) Die seëls wat in subklousule (4) genoem word, moet deur die werkgewer van die Raad gekoop word en 'n voldoende reservevoorraad daarvan moet deur die werkgewer te alle tye in stand gehou word; met dien verstande dat 'n werkgewer terugbetaling van die Raad kan kry ter waarde van enige ongebruikte seëls. Aansoek om sodanige terugbetaling moet gedoen word nie later nie as ses kalendermaande na die einde van die jaar waarin genoemde seëls uitgereik is.

(8) Onmiddellik na die eerste betaaldag in November elke jaar moet werknemers hul bydraeboeke by die kantoor van die Raad inlewer en 'n kwitansie daarvoor moet aan hulle oorhandig word, en by indiening van sodanige betrokke kwitansie onderskeidelik na 15 Desember 1961, 14 Desember 1962, 13 Desember 1963, 15 Desember 1964, of 15 Desember 1965, moet hulle die bedrag betaal word wat in hulle krediet in sodanige vakansiefonds staan.

(9) Die Raad is nie verantwoordelik vir uitbetaling ten opsigte van seëls wat ingevolge subklousule (4) van hierdie klousule aan werknemers uitgereik is nie, tensy sulke seëls ingeplak is in 'n bydraeboek wat van die Raad verkry is en ingedien is voor die verstryking van ses kalendermaande van die aanvangsdatum van die vakansietyd af. Onopgeëiste geld in besit van die Raad afkomstig van die verkoop van seëls by verstryking van genoemde ses kalendermaande, kom die algemene fonds van die Raad toe. Die Raad is verplig om op die meriete daarvan, alle eise te oorweeg

day preceding the commencement of the holiday period, the employer shall pay to such apprentice an amount of not less than one-sixth of the weekly wage in respect of each completed month of employment during the year preceding such holiday.

(b) *Public Holidays (Good Friday, Ascension Day and The Day of the Covenant).*

The wages which an apprentice or minor would have earned if he had worked for his employer on the said public holiday, such amount to be paid on the pay day following the public holiday concerned.

(3) In addition to other remuneration payable in terms of this Agreement an employer shall in respect of each and every hour worked by each of his employees and in the manner prescribed in this clause contribute to a holiday fund an amount as follows:

- (a) In respect of employees for whom wages are prescribed in sub-paragraph (i) of paragraph (a) of clause 4 (1) and who have been employed in the Building Industry for less than 12 months, $\frac{1}{2}$ cent per hour, to be paid to the employee in cash weekly, in lieu of holiday fund, at the same time as his ordinary remuneration.
- (b) In respect of employees for whom wages are prescribed in sub-paragraph (i) of paragraph (a) of clause 4 (1) and who have been employed in the Building Industry for a period of at least 12 months: $2\frac{1}{2}$ cents per hour.
- (c) In respect of employees for whom wages are prescribed in sub-paragraphs (ii), (iii) and (iv) of paragraph (a) of clause 4 (1): $2\frac{1}{2}$ cents per hour.
- (d) In respect of employees for whom wages are prescribed in sub-paragraphs (v) and (vi) of paragraph (a) of clause 4 (1): $3\frac{1}{2}$ cents per hour.

Provided that the said contribution to the holiday fund shall be payable on not more than 40 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(4) The employer shall in respect of the amounts contributed in terms of paragraphs (b), (c) and (d) of sub-clause (3) issue on each pay day to each of his employees who has worked for him for at least 19 hours in any week, one stamp legibly cancelled by him with his name and the date of issue, the value of which stamp shall be as follows:

- one rand in respect of the amounts contributed in terms of paragraphs (b) and (c) of sub-clause (3),
- one rand forty cents in respect of the amounts contributed in terms of paragraph (d) of sub-clause (3),

provided that where an employee has worked more than 19 hours but less than 40 hours in any week for the same employer, such employer may deduct from the wages due to such employee an amount equal to the relative rate prescribed in the said sub-paragraphs multiplied by the difference between 40 and the number of hours actually worked.

(5) The provisions of sub-clause (4) of this clause shall not apply unless the employee has worked for at least 19 hours in any week for the same employer. In the event of any such employee working less than 19 hours in any week with the same employer, such employer shall in lieu of contributing to such fund, pay such employee in cash at the relative rate prescribed in sub-clause (3) of this clause.

(6) (a) The stamps issued to each employee in terms of sub-clause (4) of this clause shall be affixed by such employee in a contribution book to be obtained without delay from the Secretary of the Council and retained by the employee.

(b) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation and bearing his usual signature.

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

(7) The stamps referred to in sub-clause (4) 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. Application for such refund shall be made not later than six calendar months after the expiration of the year during which the said stamps were issued.

(8) Immediately after the first pay day in November in each year, employees shall deposit their contribution books at the office of the Council, and shall be issued with a receipt therefor and on production of such relative receipt respectively on or after the 15th December, 1961, the 14th December, 1962, the 13th December, 1963, the 15th December, 1964, or the 15th December, 1965, shall be paid the amount standing to their credit in such holiday fund.

(9) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (4) of this clause unless such stamps are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of six calendar months from the date of the commencement of the holiday period. Any moneys from the sale of stamps so issued and not claimed for at the expiration of the said period of six calendar months shall accrue to the general funds of the Council. The Council shall be obliged to consider on the merits all claims

wat gemaak word ná genoemde tydperk van ses kalendermaande en kan (sonder wetlike aanspreeklikheid) te eniger tyd die betaling in eise magtig van geld wat by die Raad kragtens hierdie subklousule opgeloopt het.

(10) By die dood van 'n werknemer en behoudens die oorblywende bepalings van hierdie subklousule moet die bedrag wat aan hom uit die vakansiefonds verskuldig is, aan sy behoorlik benoemde (hierna die begunstigde genoem) uitbetaal word.

Ingeval daar egter:

- (a) Geen begunstigde deur sodanige gestorwe werknemer benoem is nie, of
- (b) die begunstigde voor die gestorwe werknemer oorlede is, of
- (c) die begunstigde versuim om betaling te eis binne ses maande vanaf die datum van die dood van sodanige gestorwe werknemer, moet die bedrag wat aan die gestorwe werknemer deur die vakansiefonds verskuldig is, in die boedel van sodanige gestorwe werknemer inbetaal word.

(11) Alle bedrae wat deur die Raad in die krediet van die vakansiefonds gehou word, mag van tyd tot tyd belê word op vaste deposito of op aanvraag by 'n bank, bougenootskap of geregistreerde deponisionemende inrigting wat deur die Registrateur goedgekeur is, of in vaste aandele in 'n bougenootskap. Geen werknemer het enige eis ten opsigte van rente wat deur die vakansiefonds gekweek word nie, ook is hy nie verantwoordelik vir enige bydrae tot die uitgawes om genoemde fonds te administreer nie.

(12) Behoudens die bepalings van subklousule (10) van hierdie klousule is die bedrag wat vir 'n werknemer in die vakansiefonds gekrediteer word, nie oordraagbaar nie en geen werknemer het die reg om sodanige bedrag of enige gedeelte daarvan te seeder, oor te dra, oor te maak, toe te ken of te verpand nie. Ook is sodanige bedrag of enige gedeelte daarvan nie onderworpe aan beslaglegging op die verhoë van enige krediteur nie.

(13) Die Raad moet volledig en korrek laat boekhou van die vakansiefonds en moet 'n jaarrekening vir die tydperk eindigende 30 Junie elke jaar van al die inkomste en uitgawes van genoemde fonds en 'n staat van sy bates en laste laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die Raad se ouditeur/s wat 'n openbare rekenmeester/s moet wees, moet mede-onderteken word deur die voorsitter van die Raad en binne drie maande na verstryking van die tydperk waarop dit betrekking het, saam met genoemde ouditeur/s se verslag daaroor aan die Nywerheidsregistrateur deurgestuurd word. 'n Afskrif van die jaarrekening en die balansstaat moet vir insae deur lede van genoemde fonds beskikbaar wees.

(14) Ingeval hierdie Ooreenkoms weens verloop van tyd vervel of om enige ander rede gestaak word, moet die vakansiefonds nog deur die Raad geadminestreer word totdat dit gelikwider of deur die Raad oorgedra is aan 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(15) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van artikel vier-en-dertig (2) van die Wet bindend is, mag die Registrateur 'n komitee uit die geledere van die werkgewers en die werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet voortgaan om die fonds te administreer. 'n Vakature wat in die komitee ontstaan, mag deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy taak uit te voer of voor 'n dooiepunt te staan kom wat na die mening van die Registrateur die administrasie van die fonds ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees het al die bevoegdhede van die komitee vir sodanige doel. By verstryking van hierdie Ooreenkoms, moet genoemde fonds deur die komitee wat ooreenkomstig die bepalings van hierdie subklousule funksioneer, of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier uiteengesit in subklousule (16) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die balans van hierdie fonds ooreenkomstig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(16) By die likwidasië van die vakansiefonds ooreenkomstig die bepalings van subklousule (14) van hierdie klousule, moet die geld waarmee genoemde fonds gekrediteer is, ná betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

21. PENSIOEN- OF SOORTGELYKE FONDS.

- (1) (a) Benewens ander besoldiging betaalbaar aan werknemers vir wie lone voorgeskryf word in subparagrafe (v) en (vi) van paragraaf 4 (1) van klousule 4 (1), moet elke werkgewer ten opsigte van elke sodanige werknemer in sy diens, op die wyse hieronder in hierdie klousule voorgeskryf, 'n bedrag van 2 sent per uur gewerk, tot 'n pensioen- of soortgelyke fonds bydra. Elke sodanige werknemer moet 1 sent per uur gewerk, bydra, en sy werkgewer moet hierdie bedrag van sy loon aftrek; met dien verstande dat genoemde bydrae betaalbaar is op hoogstens 40 uur in enige week, ongeag of sodanige tyd teen gewone of oortyd lone gewerk is.
- (b) Ondanks die bepalings van paragraaf (a) van hierdie subklousule, moet die bedrag van die bydrae deur elke werkgewer ten opsigte van elk van die werknemers

made after the said period of six calendar months and may (without legal liability) authorize at any time the payment of claims from moneys which have accrued to the Council in terms of this sub-clause.

(10) Upon the death of an employee and subject to the remaining provisions of this sub-clause, the amount due to him from the holiday fund shall be paid to his duly appointed nominee (hereinafter styled the beneficiary).

In the event, however, of:

- (a) No beneficiary having been nominated by such deceased employee or
- (b) the beneficiary having pre-deceased the deceased employee or
- (c) the beneficiary failing to claim payment within six months from the date of the death of such deceased employee the amount due to the deceased employee by the holiday fund, shall be paid into the Estate of such deceased employee.

(11) All amounts held by the Council to the credit of the holiday fund may be invested from time to time on fixed deposit or on call with a bank, building society or registered deposit receiving institution approved by the Registrar, or in permanent shares in a building society. No employee shall have any claim in respect of interest accruing to the holiday fund neither shall he be responsible for any contribution towards the expenses of administering the said fund.

(12) Subject to the provisions of sub-clause (10) of this clause the amount credited to an employee in the holiday fund shall not be transferable and no employee shall have the right to cede, transfer, make over, assign or pledge such amount or any portion thereof. Nor shall such amount or any portion thereof be liable to attachment at the instance of any creditor.

(13) The Council shall cause full and true accounts of the holiday fund to be kept and shall cause to be prepared an annual account for the period ending on the 30th June of each year of all the revenue and expenditure of the said fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor/s of the Council who shall be a public accountant/s and shall be countersigned by the chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Industrial Registrar with any report made thereon by the said auditor/s. A copy of the annual accounts and balance sheet shall be available for inspection by members of the said fund.

(14) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the holiday 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.

(15) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement remains 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 holiday 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 said fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the said fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (16) 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.

(16) Upon liquidation of the holiday fund in terms of sub-clause (14) of this clause the moneys remaining to the credit of the said 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.

21. PENSION OR LIKE FUND.

- (1) (a) In addition to other remuneration payable to employees for whom wages are prescribed in sub-paragraphs (v) and (vi) of paragraph (a) of clause 4 (1), every employer shall contribute in respect of each such employee in his service, in the manner hereinafter prescribed in this clause, an amount of 2 cents per hour worked to a pension or like fund. Each such employee shall contribute 1 cent per hour worked, which amount his employer shall deduct from his wages; provided that the said contribution shall be payable on not more than 40 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.
- (b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the amount of the contribution by every employer in respect of each of the employees referred

genoem, met $\frac{1}{2}$ sent per uur verhoog word ingeval die aftrekking ten opsigte van die siekefonds van die Western Province Building and Allied Trades vermindert word tot 47 sent per week kragtens paragraaf (b) van klousule 22 (1), en sodanige verhoging word van krag op dieselfde tyd en bly van krag vir dieselfde tydperk as genoemde vermindering na 47 sent.

- (c) Ten einde die doelstellings van hierdie subklousule te verwesenlik, het die Raad 'n ooreenkoms gesluit met die Federated Employers' Fire & General Insurance Company Limited, (hieronder die „Federated” genoem) vir die daarstelling van 'n bevestigende pensioen- of soortgelyke fonds. Kopieë van die reglemente of van alle dokumente betreffende die pensioenfonds is ingedien by die Sekretaris van Arbeid by wie kopieë van alle wysigings, byvoegings of veranderings tot sodanige reglement of dokumente van tyd tot tyd ingedien moet word.

- (d) Bydraes deur middel van seëls verskaf deur die Federated en aan werkgewers verkoop vir uitreiking aan lede kragtens hierdie Ooreenkoms, moet maandeliks aan die Federated betaal word.

(2) Die werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (1) van hierdie klousule bygedra het, op elke betaaldag aan elk van sy werknemers wat minstens 19 uur in enige week vir hom gewerk het, een seël uitreik ter waarde van R1.20 of R1.40, na gelang van die geval, en dié seël moet leesbaar geroeier word met sy naam en die datum van uitreiking; met dien verstande dat indien 'n werknemer meer as 19 uur maar minder as 40 uur in enige week vir dieselfde werkgewer gewerk het, sodanige werkgewer van die loon wat aan sodanige werknemer verskuldig is, 'n bedrag mag aftrek gelyk aan 3 sent of $3\frac{1}{2}$ sent, na gelang van die geval, vermenigvuldig met die verskil tussen 40 en die getal ure werklik gewerk. Sodanige aftrekking moet gedoen word bo en behalwe die bydrae wat deur die werknemer soos voorgeskryf in subklousule (1) van hierdie klousule gemaak moet word.

(3) Die bepalinge van subklousules (1) en (2) van hierdie klousule is nie van toepassing nie tensy die werknemer minstens 19 uur in 'n week vir dieselfde werkgewer gewerk het. Ingeval enige sodanige werknemer minder as 19 uur in 'n week vir dieselfde werkgewer gewerk, moet sodanige werkgewer in plaas daarvan om tot sodanige fonds by te dra, sodanige werknemer kontant teen 2 sent of $2\frac{1}{2}$ sent per uur, na gelang van die geval, ten opsigte van elke uur in daardie week gewerk, betaal.

- (4) (a) Die seëls wat aan elke werknemer kragtens subklousule (2) van hierdie klousule uitgereik word, moet deur sodanige werknemer in 'n bydraeboek geplak word wat sonder versuim van die Sekretaris van die Raad verkry en deur die werknemer gehou moet word.

- (b) Aansoek om 'n bydraeboek moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkry en deur die werknemer ingevul moet word waarin die werknemer se volle naam en adres en sy beroep genoem word en sy gewone handtekening toon.

- (c) Die Raad kan na goedgekeurde seëls en bydraeboeke wat in hierdie klousule genoem word, met enige ander seëls en bydraeboeke kombineer wat deur die Raad uitgereik word ten opsigte van enige ander fonds waarvoor voorsiening in hierdie Ooreenkoms gemaak word.

(5) Die seëls wat in subklousule (2) genoem word, moet deur die werkgewer van die Raad gekoop word en 'n voldoende reservevoorraad daarvan moet deur die werkgewer te alle tye in stand gehou word; met dien verstande dat 'n werkgewer terugbetaling van die Raad kan kry ter waarde van enige ongebruikte seëls. Aansoek om sodanige terugbetaling moet gedoen word nie later nie as ses kalendermaande ná die einde van die jaar waarin genoemde seëls uitgereik is.

(6) Enige voordele wat kragtens die pensioen- of soortgelyke fonds, in hierdie klousule genoem, oploop, is nie oordraagbaar nie, en kan nie gesedeel- of verpand word nie; met dien verstande dat 'n werknemer nietemin 'n begunstigde kan benoem om die opbrengs van sy polis te ontvang ingeval hy vóór sy aftrede te sterwe kom.

(7) Die Raad moet volledig en korrek laat boekhou van die pensioen- of soortgelyke fonds en moet 'n jaarrekening vir die tydperk eindigende 30 Junie elke jaar van al die inkomste en uitgawes van genoemde fonds en 'n staat van sy bates en laste laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die Raad se ouditeur/s wat 'n openbare rekenmeester/s moet wees, moet medeonderteken word deur die voorsitter van die Raad en binne drie maande na verstryking van die tydperk waarop dit betrekking het, saam met genoemde ouditeur/s se verslag daaroor aan die Nywerheidsregistrator deurgestuur word. 'n Afskrif van die jaarrekening en die balansstaat moet vir insae deur lede van genoemde fonds beskikbaar wees.

(8) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om enige ander rede gestaak word, moet die pensioen- of soortgelyke fonds nog deur die Raad geadminestreer word totdat dit gelikwider is of deur die Raad oorgedra is aan 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(9) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalinge van artikel vier-en-dertig (2) van die Wet bindend is, mag die Registrator 'n komitee uit die geledere van die werkgewers en die werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet voortgaan om die fonds te administreer. 'n Vakature wat in die komitee ontstaan, mag deur die Registrator gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewer- en werk-

to shall be increased by $\frac{1}{2}$ cent per hour in the event of the deduction in respect of the Western Province Building and Allied Trades' Sick Fund being reduced to 47 cents per week in terms of paragraph (b) of clause 22 (1), such increase to become effective at the same time and to remain effective for the same period as the said reduction to 47 cents.

- (c) For the purpose of implementing the objects of this sub-clause, the Council concluded an agreement with the Federated Employers' Fire & General Insurance Company Limited, (hereinafter called the „Federated”) for the establishment of a satisfactory pension or like fund. Copies of all rules or documents relating to the Pension Fund were deposited with the Secretary for Labour with whom copies of all alterations, additions or amendments to such rules or documents shall also from time to time be lodged.

- (d) Contributions through the medium of stamps provided by the Federated and sold to employers for issue to members in terms of this Agreement, shall be paid to the Federated monthly.

(2) The employer shall in respect of the amounts contributed in terms of sub-clause (1) of this clause issue on each pay day to each of such employees who has worked for him for at least 19 hours in any week, one stamp to the value of R1.20 or R1.40 as the case may be, which stamp shall be legibly cancelled with his name and the date of issue; provided that where an employee has worked more than 19 hours but less than 40 hours in any week for the same employer, such employer may deduct from the wages due to such employee an amount equal to 3 cents or $3\frac{1}{2}$ cents as the case may be multiplied by the difference between 40 and the number of hours actually worked. Such deduction shall be in addition to the contribution to be made by the employee as prescribed in sub-clause (1) of this clause.

(3) The provisions of sub-clauses (1) and (2) of this clause shall not apply unless the employee has worked for at least 19 hours in any week for the same employer. In the event of any such employee working less than 19 hours in any week with the same employer, such employer shall in lieu of contributing to such fund, pay such employee in cash at the rate of 2 cents or $2\frac{1}{2}$ cents per hour as the case may be, in respect of each hour worked in that week.

- (4) (a) The stamps issued to each employee in terms of sub-clause (2) of this clause shall be affixed by such employee in a contribution book to be obtained without delay from the Secretary of the Council and retained by the employee.

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

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

(5) The stamps referred to in sub-clause (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made not later than six calendar months after the expiration of the year during which the said stamps were issued.

(6) Any benefits accruing under the pension or like fund referred to in this clause shall not be transferable, and cannot be ceded or pledged; provided that an employee may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

(7) The Council shall cause full and true accounts of the Pension or like fund to be kept and shall cause to be prepared an annual account for the period ending on the 30th June of each year of all the revenue and expenditure of the said fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor/s of the Council who shall be a public accountant/s and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Industrial Registrar with any report made thereon by the said auditor/s. A copy of the annual accounts and balance sheet shall be available for inspection by members of the said fund.

(8) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Pension or like 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.

(9) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement remains 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 Pension or like 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

nemerverteenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy taak uit te voer of voor 'n dooiepunt te staan kom wat na die mening van die Registrateur die administrasie van die fonds ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee het al die bevoegdhede van die komitee vir sodanige doel. By verstryking van hierdie Ooreenkoms, moet die fonds deur die komitee wat ooreenkomstig die bepalings van hierdie subklousule funksioneer, of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier uiteengesit in subklousule (16) van hierdie klousule, en as die sake van die Raad by die verstryking van die ooreenkoms reeds gelikwider en sy bates verdeel is, moet die balans van hierdie fonds ooreenkomstig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(10) By die likwidasië van die pensioen- of soortgelyke fonds ooreenkomstig die bepalings van subklousule (8) van hierdie klousule, moet die geld waarmee genoemde fonds gekrediteer is, ná betaling van alle eise teen genoemde fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

22. AFTREKKINGS VIR SIEKTEVOORDELE.

(1) (a) Elke werkgever moet 'n bedrag van 67 sent aftrek van die besoldiging wat elke week verskuldig is aan elk van sy werknemers wat lid is van enigeen van die vakverenigings wat partye by hierdie ooreenkoms is en vir wie lone voorgeskryf word in subparagrafe (v) en (vi) van paragraaf (a) van klousule 4 (1), vir die doel van 'n siektebystandsfonds; met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie ten opsigte van enige sodanige werknemer wat minder as 19 uur in enige week vir dieselfde werkgever gewerk het.

(b) Die vakverenigings wat partye by hierdie Ooreenkoms is en wat die siekefondse van die Western Province Building and Allied Trades administreer, moet op of voor 31 Maart 1963 en op of voor 31 Maart elke jaar daarna die behoorlik geouditeerde balansstaat en inkomste- en uitgawerekening van genoemde fonds aan die Raad voorlê ten opsigte van elke kalenderjaar wat onmiddellik vooraf gegaan het. Ingeval die betrokke balansstaat en rekening aantoon dat die opgehoofte fonds met 5 persent of meer toegeneem het oor die bedrag aangetoon ten opsigte van die kalenderjaar wat onmiddellik voorafgegaan het, moet die aftrekking voorgeskryf in subparagraaf (a) van hierdie subklousule na 47 sent verminder word met ingang van die eerste betaalweek in Julie 1963, of enige daaropvolgende Julie wat op genoemde toename volg. Ingeval genoemde aftrekking plaasvind en die volgende balansstaat en inkomste- en uitgawerekening aantoon dat die opgehoofte fonds met 5 persent of meer verminder het, vergeleke met die bedrag getoon ten opsigte van die kalenderjaar wat onmiddellik voorafgegaan het, moet die aftrekking teruggaan na 67 sent vir 'n tydperk van 12 maande met ingang van die begin van die eerste betaalweek van enige daaropvolgende Julie wat genoemde vermindering volg.

(2) Ten opsigte van die bedrae afgetrek deur die werkgever kragtens subklousule (1) van hierdie klousule moet hy op elke betaaldag aan elk van die betrokke werknemers een seël uitreik ter waarde van 67 sent of 47 sent, na gelang van die geval, en die seël moet leesbaar deur hom met sy naam en die datum van uitreiking geroeier word.

Seëlboeke vir siekefondsseëls kan verkry word van die Sekretaris of enigeen van die vakverenigings wat partye by hierdie Ooreenkoms is of van die kantoor van die siekefondse.

(3) Die seëls genoem in subklousule (2) van hierdie klousule moet deur die werkgever van die Raad gekoop word en 'n voldoende reserwevoorraad daarvan moet te alle tye deur die werkgever in stand gehou word; met dien verstande dat 'n werkgever 'n terugbetaling van die Raad ter waarde van enige ongebruikte seëls kan kry.

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

(5) Ingeval die Raad ophou om te funksioneer of hy gederegistreer word, en ingeval hierdie Ooreenkoms bindend bly kragtens artikel vier-en-dertig (2) van die Wet, mag die Registrateur 'n komitee aanstel uit die werkgevers en werknemers op die grondslag van gelyke verteenwoordiging van werkgevers en werknemers en plaasvervangers in die lidmaatskap van die komitee; of die Registrateur mag 'n trustee of trustees aanstel om die pligte van die Raad na te kom soos bepaal in subklousules (3) en (4) van hierdie klousule. Sodanige komitee of trustee het al die bevoegdhede van die Raad vir sodanige doel.

23. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgever in die Nywerheid moet binne drie dae vanaf die datum waarop hy 'n werkgever word of die Ooreenkoms in werking tree, naamlik die jongste datum, aan die Sekretaris van die Raad die volgende besonderhede stuur:

- (i) Naam voluit.
- (ii) Besigheidsadres.

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 said fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the said fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (10) 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.

(10) Upon liquidation of the Pension or like fund in terms of sub-clause (8) of this clause the moneys remaining to the credit of the said fund after the payment of all claims against the said fund including administration and liquidation expense shall be paid into the general funds of the Council.

22. SICK BENEFIT DEDUCTION.

(1) (a) Every employer shall deduct an amount of 67 cent from the remuneration due every week to each of his employees who is a member of any of the trade unions who are parties to this Agreement and for whom wages are prescribed in sub-paragraphs (v) and (vi) of paragraph (a) of clause 4 (1) for the purpose of a sick benefit fund; provided that the provisions of this sub-clause shall not apply in respect of any such employee who has worked for the same employer for less than 19 hours in any one week.

(b) The Trade Unions who are parties to this Agreement and who administer the "Western Province Building and Allied Trades' Sick Fund", shall submit to the Council not later than the 31st March, 1963 and no later than the 31st March each year thereafter, the duly audited Balance Sheet and Income and Expenditure Account of the said fund in respect of each immediately preceding calendar year. In the event of the relative Balance Sheet and Account showing that the accumulated funds have increased by 5 per cent or more over the amount shown in respect of the immediately preceding calendar year, the deduction prescribed in paragraph (a) of this sub-clause shall be reduced to 47 cents as from the commencement of the first pay week in July, 1963, or any subsequent July following the said increase. In the event of the said reduction taking place and the next Balance Sheet and Income and Expenditure Account showing that the accumulated funds have decreased by 5 per cent or more compared with the amount shown in respect of the immediately preceding calendar year the deduction shall revert to 67 cents for a period of 12 months as from the commencement of the first pay week of any subsequent July following the said decrease.

(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 67 cents or 47 cents as the case may be, which stamp shall be legibly cancelled by him with his name and the date of issue. Stamp books for Sick Fund stamps can be obtained from the Secretary of any of the Trade Unions who are parties to this Agreement or from the office of the Sick Fund.

(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 stamp purchased by employers in terms of sub-clause (3) of this clause provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments.

(5) In the event of the Council ceasing to function or being deregistered and where this Agreement remains binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a committee from the employers and employees on the basis of equality of employer and employee representatives and alterates 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 trustee shall possess all the power of the Council for such purpose.

23. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry shall within three days of the date of becoming an employer or of the Agreement coming into force, whichever is the later, forward to the Secretary of the Council the following particulars:

- (i) Full name.
- (ii) Business address.

- (iii) Die ambag of ambagte wat hy in die Nywerheid beoefen.
- (b) (i) Ingeval die werkgewer 'n vennootskap of maatskappy is, moet inligting ooreenkomstig subklousule (1) (a) van hierdie klousule aan die Raad voorgelê word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris.
- (ii) Elke individuele werkgewer, vennootskap of maatskappy moet—
- (aa) die volle titel of naam waaronder sodanige besigheid gedryf gaan word, aan die Raad verstrek;
- (bb) die Raad skriftelik binne 14 dae in kennis stel van enige verandering in die titel, naam, bestuur, vennote of adres van sodanige besigheid;
- (cc) die Raad skriftelik binne 14 dae in kennis stel van enige permanente verandering in die aard van die besigheid se werksaamhede of enige bykomende werksaamhede wat onder die bestaande geregistreerde naam, titel of besighedsnaam uitgevoer word; en
- (dd) die Raad skriftelik binne 14 dae in kennis stel ingeval werksaamhede in die Bounywerheid gestaak word.

24. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID.

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsraad vir die Bounywerheid (wat in die ewe geroep is deur die National Federation of Building Trade Employers in South Africa), hieronder die „Nasionale Fonds” genoem, verleen hy hierby magtiging om, ten einde die oogmerke jemeld in die konstitusie van genoemde Nasionale Fonds, te vervesenlik, bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgewer moet, behoudens die bepalings van subklousules (3) en (4) van hierdie klousule, 'n bedrag van 8 sent per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werknemers vir wie lone in subparagrafe (v) en (vi) van paragraaf (a) van klousule 4 (1) van hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgewer betaal geen bedrag ten opsigte van 'n werknemer wat minder as 19 uur vir hom in 'n week werk nie.

(4) Die prosedure voorgeskryf in klousule 19 van hierdie Ooreenkoms betrefende die wyse waarop betalings aan die Raad gemaak moet word, is *mutatis mutandis* van toepassing op die betaling van bydraes ooreenkomstig die bepalings van hierdie klousule.

(5) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ooreenkomstig die bepalings van subklousule (2) van hierdie klousule ingevorder het, min 'n invorderingskoste van 2½ persent, wat die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds betaal.

(6) Kopieë van die konstitusie en van die geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die oepassing van hierdie klousule beteken die uitdrukking „konstitusie” ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

25. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van die Ooreenkoms en hy mag vir die leiding van werkgewers en werknemers opinies uitspreek wat nie met die bepalings hiervan onverenigbaar is nie.

26. VERTONING VAN OOREENKOMS.

'n Kopie van hierdie Ooreenkoms in albei amptelike tale moet deur elke werkgewer in elke werkwinkel of werf waar hy sake dryf, in 'n opvallende plek vertoon wat vir alle werknemers toeganklik is.

27. INDIENSNEMING VAN MINDERJARIGES.

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

Namens die Raad onderteken.

(get.) THOS. PATTULLO,
Voorsitter van die Raad.

(get.) J. C. MYBURGH,
Verteenwoordiger van die Werkgewers.

(get.) J. W. LUITERS,
Verteenwoordiger van die Werknemers.

DATUM: 2 Oktober 1961.

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

(b) (i) Where the employer is a partnership or company, information in accordance with sub-clause (1) (a) of this clause shall be furnished to the Council in respect of each partner, director, manager or secretary.

(ii) Every individual employer, partnership or company shall—

(aa) furnish to the Council the full title or style under which such business is to be conducted;

(bb) notify the Council in writing within 14 days of any change in the title, style, management, partners or address of such business;

(cc) give notice in writing to the Council within 14 days of any permanent change in the nature of the business operations or any additional operations conducted under the existing registered name, title or style; and

(dd) give notice, in writing, to the Council within 14 days of ceasing operations in the Building Industry.

24. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY.

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry (inaugurated by the National Federation of Building Trade Employers in South Africa), hereinafter referred to as the “National Fund”, hereby authorizes, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Subject to the provisions of sub-clauses (3) and (4) of this clause, each employer shall contribute to the National Fund an amount of 8 cents per week in respect of each of his employees for whom wages are prescribed in sub-paragraphs (v) and (vi) of paragraph (a) of clause 4 (1) of this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works less than 19 hours for him in any week.

(4) The procedure prescribed in clause 19 of this Agreement relative to the manner in which payments shall be made to the Council, shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(5) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of sub-clause (2) of this clause, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(6) Copies of the Constitution and of audited annual accounts and balance sheets of the National Fund shall be lodged with the Council and with the Secretary for Labour. For the purpose of this sub-clause the term “Constitution” shall include any amendments to the Constitution adopted from time to time.

25. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

26. EXHIBITION OF AGREEMENT.

A copy of this Agreement in both official languages shall be exhibited by every employer in every workshop or yard where he carries on business in a conspicuous position accessible to all employees.

27. EMPLOYMENT OF MINORS.

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

Signed on the behalf of the Council.

(Sgd.) THOS. PATTULLO,
Chairman of the Council.

(Sgd.) J. C. MYBURGH,
Representing the Employers.

(Sgd.) J. W. LUITERS,
Representing the Employees.

DATE: 2nd October, 1961.