



*Geological Dept*

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18 APRIL 1969

[No. 2360

**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 630 18 April 1969

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, WORCESTER

AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 23, 26, 29 and 30, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Worcester; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Worcester and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 17,

**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 630 18 April 1969

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, WORCESTER

OOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkewersorganisasie en die vakvereniging, wat genoemde Ooreenkoms aangegaan het en vir die werkewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 23, 26, 29 en 30, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Worcester; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 17, 23, 26, 27, 29 en 30, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die

23, 26, 27, 29 and 30, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

**M. VILJOEN,**  
Minister of Labour.

### SCHEDULE

#### WORCESTER BUILDING INDUSTRIAL COUNCIL

##### AGREEMENT

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

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

Western Province Building Workers' Union (hereinafter referred to as the "employees" or "trade union"), of the other part, being the parties to the Worcester Building Industrial Council.

##### 1. SCOPE AND APPLICATION OF AGREEMENT

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

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

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

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

##### 2. PERIOD OF OPERATION OF AGREEMENT

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

##### 3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

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

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

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

landdrosdistrik Worcester *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

**M. VILJOEN,**  
Minister van Arbeid.

### BYLAE

#### NYWERHEIDSRAAD VIR DIE BOONYWERHEID, WORCESTER

##### OOREENKOMS

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

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

Western Province Building Workers' Union ( hieronder die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywierheid, Worcester.

##### 1. BESTEK EN TOEPASSING VAN OOREENKOMS

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

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

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

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

##### 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet mag vasstel, en bly van krag vir drie jaar of vir dié tydperk wat hy mag bepaal.

##### 3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;  
"vakleerling" 'n werknemer wat diens doen ooreenkombig 'n skriftelike leerlingskontrak ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, en soos dit van tyd tot tyd gewysig kan word, en omvat dit ook 'n minderjarige wat ingevolge daardie Wet op proef diens doen;

"gebou" alle mure, keermure of monumente;  
"Bounywierheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

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

*messelwerk*, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, die beteeling van mure en vloere, voegstryking, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanleg, leiklipwerk en pandekking;

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

*skrynewerk*, wat die volgende insluit: Die maak van deure, vensters, luuke, dakligte of alle ander houttoebehorens wat 'n permanent deel van die gebou uitmaak, met inbegrip van die masjenbewerking en aanbring daarvan;

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

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

**painting**, which includes prime and under-coat, decorating, distempering, graining, glazing, marbling, paperhanging, staining, spraying, signwriting and wall decoration, varnishing and the removal of paint by flame from painted surfaces;

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

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

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

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

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

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

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

(a) where the establishment of the employer is situated within the municipal area of Worcester, is beyond a radius of two miles of the General Post Office, Worcester;

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

(c) in the case of any other employer, is beyond a radius of two miles of the post office nearest to his establishment;

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

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

"establishment" means the premises the address whereof the employer is, in terms of clause 28 of this Agreement required to notify the Council and where any employer has failed so to notify the Secretary the premises from which he normally conducts his business;

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

"journeyman" means an employee in the activities referred to in the list of trades, "bricklaying" to "woodworking", in the definition "Building Industry";

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

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

"public holiday" means Good Friday, Ascension Day, Republic Day in 1971, Day of the Covenant, Christmas Day and New Year's Day;

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

**klipmesselwerk**, wat die volgende insluit: Klipkap- en klipbouwerk, en die kap van klippe vir en die bou van sierklipwerk, betonwerk, en die aanbring of bou van vooraf gegiete of kunsklip of kunsmarmer, plaveiwerk, mosaiekwerk, voegstryking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie en die skerpmaak van klipwerkergereedskap;

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

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

**pleisterwerk**, wat die volgende insluit: Boetseerwerk, granitiese en komposisievoerwerk, vooraf gegiete of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaiekwerk;

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

**houtwerk**, wat die volgende insluit: Timmerwerk, houtwerk, masjineerwerk, draaiwerk, houtsneewerk, die aanbring van golfsyster, klank- en akoestiekmateriaal, kurk- en asbesisciasie, houtdraaiwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout en kurk, en die afskuur daarvan;

(3) met die doel om werk wat 'n permanente en integrende deel van 'n gebou sal uitmaak, weg van die terrein af te verrig, naamlik:—

**Skrynwerk, klipmesselwerk, pleisterwerk, boetseerwerk, loodgieterswerk, toebehorens wat volgens spesifikasie gemaak word vir installering in bepaalde geboue maar wat nie vir voorraad bedoel is nie, toonbanke, skerms en los en vaste binnetoebehorens wat volgens spesifikasie gemaak word vir permanente installering in bepaalde geboue;**

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

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

(a) in die geval waar die bedryfsinrigting van die werkgewer binne die munisipale gebied van Worcester geleë is, buite 'n straal van twee myl van die Hoofposkantoor, Worcester, af is;

(b) in die geval waar die bedryfsinrigting van die werkgewer in 'n ander munisipale gebied of dorpsbestuurgebied binne die landdrosdistrik Worcester geleë is, buite 'n straal van twee myl van die Hoofposkantoor in sodanige ander munisipale gebied of dorpsbestuurgebied af is; en

(c) in die geval van 'n ander werkgewer, buite 'n straal van twee myl van die poskantoor af is wat die naaste aan sy bedryfsinrigting is;

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

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

"bedryfsinrigting" die perseel waarvan die adres ingevolge klousule 28 van hierdie Ooreenkoms deur die werkgewer aan die Raad verstrek moet word en, indien 'n werkgewer versuim het om die Sekretaris aldus in kennis te stel, die perseel waarvandaan hy gewoonlik sy besigheid dryf;

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

"ambagsman" 'n werknemer wat dié werkzaamhede verrig wat in die lys ambagte ("messelwerk" tot "houtwerk") in die omskrywing van "Bounywerheid" voorkom;

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

"stukwerk" 'n werkstelsel waarvolgens die minimumloon waaraop 'n werknemer geregtig is, uitsluitlik op die hoeveelheid werk gedoen of die werkproduksie bereken word, ongeag die tyd wat aan sodanige werk besteed is;

"openbare vakansiedag" Goeie Vrydag, Hemelvaartdag, Republiekdag in 1971, Geloftedag, Kersdag en Nuwejaarsdag;

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

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

"unskilled labourer" means an employee performing unskilled work;

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

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

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

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

(d) glazing.

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

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

#### 4. WAGES

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

	Per hour	c
(i) Driver of a motor vehicle	30	
(ii) Employee engaged on laying of block and other floors (excluding suspended floors)	30	
(iii) Operator of a floor sandpapering machine	30	
(iv) Concretor	27	
(v) Limewasher	17	
(vi) Employee engaged in painting and/or glazing	59	
(vii) Employees in all other trades	70	
(viii) Unskilled labourer	17	
(ix) Watchman: R8 for a six-day week plus double the employee's ordinary daily wage for the seventh day if called upon to work on more than six consecutive days without a break of at least one day.		

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

(2) The wages prescribed in subparagraphs (a) (vi) and (vii) of subclause (1) of this clause shall be adjusted monthly upwards or downwards as the case may be at a rate of one per cent per hour for every completed 1·357 points variation upwards or downwards from 122·3 points in the Consumer Price Index Figure.

For the purpose of this clause "Consumer Price Index Figure" means the weighted average Consumer Price Index relating to all items for the nine principal urban areas in the Republic of South Africa as assessed by the Bureau of Statistics and published in the *Government Gazette*.

Any increase or decrease in the wages consequent upon a variation in the Consumer Price Index Figure shall be effected as from the first pay-day in the month following the publication in the *Government Gazette* of the index reflecting a change necessitating such increase or decrease.

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

For the purposes of this subclause "dangerous work" means any work—

(a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative at any town or place in or at which such work is performed;

(b) performed on the outside of a building other than in the course of the erection of a new building, on or from swinging scaffold, boatswain's chair, or a roof, or an extension ladder, at a height of more than 30 feet from ground level in connection with the renovation or repair of such building or the hanging of bunting;

(c) performed on an independent chimney or steel stack at a height of more than 30 feet from the ground level;

(d) performed in old sewers.

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

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

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

(a) die werkzaamhede wat uitdruklik in die lys ambagte, naamlik *messelwerk* tot *houtwerk* in die woordomskrywing van "Bounywerheid" genoem word;

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

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

(d) ruite insit.

"wag" 'n werknemer wat persele, geboue, hekke, voertuie, boumateriale of ander eiendom bewaak;

"werkende werkewer" of "werkende venoot" 'n werkewer wat self werk doen wat in die omskrywing van die Bounywerheid ingesluit is.

#### 4. LONE

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

*Per uur*

(i) Motorvoertuigbestuurder	30
(ii) Werknemer wat blokkies- en ander vloere lê (uitgesondert hangvloere)	30
(iii) Bediener van 'n vloerskuurmasjien	30
(iv) Betonwerker	27
(v) Afwitter	17
(vi) Werknemer wat verf- en/of ruitwerk verrig	59
(vii) Werknemers in alle ander ambagte	70
(viii) Ongeskoolde arbeider	17

(ix) Wag: R8 vir 'n sesdaagse week plus dubbel die werknemer se gewone dagloon vir die sewende dag indien hy aangesê word om op meer as ses agtereenvolgende dae te werk sonder 'n onderbreking van minstens een dag.

(b) *Differensiële lone*.—'n Werknemer wat op een dag twee of meer klasse werk verrig waarvoor daar verskillende lone betaalbaar is, moet vir alle ure op dié dag gwerk die hoogste van die twee lone betaal word wat ingevolge hierdie subklousule betaalbaar is: Met dien verstande dat hy op daardie dag meer as twee uur lank werk verrig waaroor die hoërloon betaalbaar is.

(2) Die lone in subklousule (1) (a) (vi) en (vii) van hierdie klousule voorgeskryf, moet maandeliks hoér of laer, na gelang van die geval, teen een sent per uur aangepas word vir elke voltooide 1·357 punte wat die Verbruikersprysindekssyfer hoér of laer as 122·3 punte styg of daal.

Vir die toepassing van hierdie klousule beteken "Verbruikersprysindekssyfer" die beswaarde gemiddelde verbruikersprysindeks ten opsigte van alle items vir die nege vernaamste stedelike gebiede in die Republiek van Suid-Afrika, bereken deur die Buro vir Statistiek en gepubliseer in die *Staatskoerant*.

Enige verhoging van die lone as gevolg van 'n wisseling in die Verbruikersprysindekssyfer geskied met ingang van die eerste betaaldag van die maand wat volg op die publicasie in die *Staatskoerant* van die indeks wat 'n verandering weerspieël waardeur sodanige verhoging of verlaging nodig gemaak word.

(3) *Gevaarlike werk*.—'n Werkewer moet sy werknemer, bewens die loon in subklousule (1) voorgeskryf, minstens nog 10 persent van sodanige loon betaal ten opsigte van elke uur of deel van 'n uur wat sodanige werknemer met geværlike werk besig is.

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

(a) wat in enige statutêre, provinsiale of munisipale wet of regulasie wat op die Bounywerheid betrekking het en van krag is in 'n dorp of plek waar sodanige werk verrig word, as geværlik geklassifiseer word;

(b) wat aan die buitekant van 'n gebou, uitgesondert 'n nuwe gebou in aanbou, in verband met die opknapping of herstel van sodanige gebou of die aanbring van vlagversierings, minstens 30 voet bokant die grond op of vanaf 'n hangsteier, bootmanstoel, 'n dak of 'n skuifleer verrig word;

(c) wat minstens 30 voet bokant die grond aan 'n alleenstaande skoorsteen of staalbundel verrig word;

(d) wat in ou riole verrig word.

(4) *Leave remuneration.*—The remuneration in respect of the annual leave referred to in clause 12, shall be paid to the employee before the commencement of such leave.

(5) *Payment for work on public holidays.*—(a) Whenever an employee other than a watchman does not work on Good Friday, Ascension Day, Republic Day in 1971, and Day of the Covenant, his employer shall pay him in respect of such day remuneration at a rate of not less than his ordinary wage as if he had on such day worked his average ordinary working hours for that day;

(b) Whenever an employee works on Good Friday, Ascension Day, Republic Day in 1971, or Day of the Covenant, his employer shall pay him in respect of the total period worked by him on such day not less than his ordinary rate of pay plus the remuneration to which he would have been entitled if he had not worked on such a day.

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

#### 5. PIECE-WORK, TASK-WORK OR INCENTIVE WORK

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

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

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

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

#### 6. PAYMENT OF WAGES AND OVERTIME

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

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

(3) Subject to clauses 13 (2), 22 (1), 26 (1), 27 and 29 wages, earnings for overtime, and all other remuneration shall be paid in full without any deductions; provided that any amount paid by an employer in terms of any act, ordinance or legal process on behalf of his employee may be deducted.

#### 7. DISTRICT WORK

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

(a) In the case of an employee employed within a radius of 20 miles from the railway station nearest to his home and who returns home daily, second-class return railway fare daily. Only time actually worked on the job shall be paid for.

(b) In the case of an employee employed within a radius of 20 miles from the railway station nearest to his home and who does not return to his home daily, and an employee employed beyond such radius—

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

(4) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlike verlof in klosule 12 bedoel, moet voor die aanvang van sodanige verlof aan die werknemer betaal word.

(5) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n wag, nie op Goeie Vrydag, Hemelvaartdag, Republiekdag in 1971, of Geloftedag werk nie, moet sy werkgever hom ten opsigte van dié dag minstens sy gewone loon betaal asof hy op dié dag wel sy gemiddelde gewone werkure vir daardie dag gewerk het.

(b) Indien 'n werknemer op Goeie Vrydag, Hemelvaartdag, Republiekdag in 1971, of Geloftedag werk, moet sy werkgever hom ten opsigte van die totale tydperk wat hy op dié dag gewerk het, minstens sy gewone loon betaal plus die besoldiging waarop hy geregtig sou gewees het indien hy op dié dag nie gewerk het nie.

(c) Die besoldiging wat ingevolge hierdie subklousule betaalbaar is, moet aan die betrokke werknemer betaal word voor of op die eerste betaaldag na die tydperk ten opsigte waarvan dit verskuldig is.

#### 5. STUKWERK, TAAKWERK OF AANSPORINGSWERK

(1) Die uitbesteding deur werkgewers, of die verrigting deur werknemers, van werk op 'n grondslag van stuk- of taakwerk is verboden.

(2) Met dié voorbehoed dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens klosule 4 geregtig sou gewees het nie, mag 'n werkgever 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van die werk wat verrig is: Met dien verstande dat geen sodanige besoldigingstelsel geoorloof is nie, behalwe in die vorm van 'n aansporingskema oor die bepalings waarvan daar ooreengekom is soos in subklousules (3) en (4) hieronder uiteengesit, en voorts met dien verstande dat vakleerlinge nie aan sodanige aansporingskemas mag deelneem nie.

(3) 'n Werkgever wat 'n aansporingskema wil invoer moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en van die werknemers instel wat, na beraadslaging met die vakvereniging, indien enige van laasgenoemde se lede daarby betrokke is, oor die bepalings van enige sodanige skema kan ooreengekom.

(4) Die bepalings van enige sodanige aansporingskema en alle latere wysings daarvan waaroor die komitee ooreengekom, moet op skrif gestel en deur die lede van die komitee onderteken word, en dit mag nie deur die komitee gewysig of deur enige van die twee partye beëindig word nie tensy die party wat die Ooreenkoms wil wysig of beëindig, die ander party skriftelik kennis gegee het op dié wyse soos deur die partye ooreengekom by die aangaan van sodanige Ooreenkoms.

#### 6. BETALING VAN LONE EN BESOLDIGING VIR OORTYDWERK

(1) Alle lone en besoldiging vir oortydwerk en alle ander besoldiging wat verskuldig is, moet weekliks in kontant betaal word voor of op die uitskeid op Vrydag, of by diensbeëindiging indien dit voor die werknemer se gewone betaaldag geskied. Besoldiging vir distrikswerk geskied op 'n tyd waaroor die werkgever en die werknemer onderling ooreenkóm.

(2) Lone, oortydvierdestes en alle ander verskuldigde besoldiging moet aan werknemers oorhandig word in versééde koeverte waarop die volgende voorkom: Die naam van die werkgever en dié van die werknemer, die getal ure gewerk, alle bedrae wat van die verskuldigde bedrag afgetrek is, die ingeslotte bedrag en die tydperk ten opsigte waarvan betaling geskied.

(3) Behoudens klosules 13 (2), 22 (1), 26 (1), 27 en 29, moet lone, oortydvierdestes en alle ander besoldiging ten volle betaal word sonder enige aftrekking: Met dien verstande dat 'n bedrag wat ingevolge 'n wet, ordonnansie of regssproses deur 'n werkgever namens sy werknemer betaal is, wel afgetrek mag word.

#### 7. DISTRIKSWERK

(1) Benewens die lone voorgeskrif in klosule 4 van hierdie Ooreenkoms, moet werknemers wat gestuur word om distrikswerk te verrig waar 'n treindiens beskikbaar is, deur die werkgever die volgende toelaes betaal word:

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

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

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

(ii) if such an employee visits his home during week-ends and returns to the job at the ordinary starting time on Mondays, second-class return railway fare every week-end where the place of work is situated within a radius of 50 miles of the General Post Office, Worcester, and second-class return railway fare every second week-end where the place of work is situated beyond a radius of 50 miles of the General Post Office, Worcester, provided that if the journey is not undertaken no payment in lieu of such railway fare shall be payable. No remuneration shall be payable in respect of time occupied in travelling during any such week-end;

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

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

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

#### 8. WALKING AND TRANSPORT TIME

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

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

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

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

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

#### 9. HOURS OF WORK

(1) Except as provided otherwise in subclauses (2) and (4) of this clause, the ordinary working hours shall not exceed 44 hours per week of five working days, apportioned as follows:

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

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

(3) An employee working any shift which does not fall within the working hours prescribed in subclause (1) of this clause shall be paid at the hourly rate prescribed in terms of clause 4 of this Agreement plus 10 per cent.

(4) No employee whilst in the employ of an employer, shall solicit, undertake or perform any work in the Building Industry, whether for remuneration or not outside the hours prescribed in or as may be laid down in accordance with this clause, nor on any Saturday, Sunday or public holiday or during the annual holiday periods prescribed in clause 11, either on his own account or on behalf of any other person or persons and no employer shall cause or allow any employee to perform any such work on any

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

(iii) in die geval van alle werknemers, uitgesonder ongeskoonde arbeiders en wagte, 25 sent per dag uitslaapteloelae wanneer die werkewer geskikte slaapplek verskaf of 25 sent per dag uitslaapteloelae plus 75 sent per dag instede van sodanige slaapplek;

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

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

#### 8. STAP- EN VERVOERTYD

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

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

(3) 'n Werkewer mag self vervoer verskaf of self vir vervoer betaal van sy bedryfsinrigting na die werkplek en terug, instede van die toelae hierbo bedoel, te betaal.

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

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

#### 9. WERKURE

(1) Behoudens andersluidende bepalings in subklousules (2) en (4) van hierdie klousule, mag die gewone werkure hoogstens 44 uur per week van vyf werkdae beloop en moet die werktyd soos volg ingedeel word:

Van Maandag tot Donderdag, hoogstens nege uur per dag tussen 7.15 v.m. en 5.30 nm.; op Vrydag, hoogstens agt uur tussen 7.15 v.m. en 4.30 nm.: Met dien verstande dat indien daar geen onbytpouse van 15 minute toegestaan word nie, die uitskeityd soos volg moet wees: Van Maandag tot Donderdag, voor of om 5.15 nm.; op Vrydag, voor of om 4.15 nm.

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

(3) 'n Werknemer 'n skof werk wat nie binne die werkure val soos in subklousule (1) van hierdie klousule voorgeskryf nie, moet die uurloon voorgeskryf by klousule 4 van hierdie Ooreenkoms, plus 10 persent, betaal word.

(4) Geen werknemer mag terwyl hy in 'n werkewer se diens is, buite die ure wat in hierdie klousule voorgeskryf of ooreenkomsdig hierdie klousule vasgestel mag word, en ook nie op 'n Saterdag, Sondag of openbare vakansiedag of gedurende die jaarlikse vakansietydperke in klousule 11 voorgeskryf, enige werk in die Bouwerheid vra, onderneem of verrig nie, hetsy vir besoldiging al dan nie en hetsy vir eie rekening of namens iemand anders, en geen werkewer mag 'n werknemer aansé of toelaat om sodanige werk op 'n Saterdag, Sondag of openbare

Saturday, Sunday, or public holiday or during the annual holiday periods prescribed in clause 11, unless the consent of the Council has first been obtained in writing, save that such employee may perform work for himself only.

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

(6) *Hours of work to be consecutive.*—Except as provided in subclauses (1) and (5), all working hours shall be consecutive.

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

#### 10. OVERTIME AND PAYMENT FOR OVERTIME

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

(2) *Limitation of overtime.*—An employer shall not require or permit his employee to work more than 10 hours overtime in any week.

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

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

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

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

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

(i) in excess of one hour overtime daily between Monday and Friday inclusive; and

(ii) on a Saturday prior to noon: One and one-quarter times his hourly wage;

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

(i) after noon on a Saturday;

(ii) on a Sunday until 7.30 a.m. on the following Monday and on a public holiday; and

(iii) subject to the provisions of clause 11 (2), during the periods mentioned in clause 11 (1): One and one-third times his hourly wage.

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

#### 11. ANNUAL HOLIDAY PERIOD

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

5 p.m. on 12 December 1969, and ending at 7 a.m. on 5 January 1970.

5 p.m. on 11 December 1970, and ending at 7 a.m. on 4 January 1971.

5 p.m. on 15 December 1971, and ending at 8 a.m. on 10 January 1972.

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

#### 12. PAYMENT IN RESPECT OF ANNUAL HOLIDAY PERIOD

(1) Employees other than unskilled labourers, watchmen, apprentices and minors shall be paid holiday allowances in accordance with the provisions of clause 13 of this Agreement.

vakansiedag of gedurende die jaarlikse vakansietydperke in klousule 11 voorgeskryf, te verrig nie tensy die skriftelike toestemming van die Raad vooraf verkry is, maar sodanige werknemer mag wel uitsluitlik vir homself werk.

(5) *Etenspouses.*—n Werkgever mag nie van sy werknemer vereis of hom toelaat om langer as vyl uur op een dag aan een te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie, en hierdie pouse word nie geag deel van die gewone werkure of oortydure te wees nie: Met dien verstande dat indien sodanige pouse langer as een uur duur, enige tydperk wat een en 'n kwart uur te bove gaan, geag word deel van die gewone werk- of oortydure te wees, na gelang van die geval.

(6) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (1) en (5), moet alle werkure agtereenvolgend wees.

(7) Subklousules (1) tot (6) van hierdie klousule is nie op 'n wag van toepassing nie.

#### 10. OORTYDWERK EN BESOLDIGING VIR OORTYDWERK

(1) *Oortydure.*—Alle tyd wat daar langer gewerk word as die getal ure in klousule 9 (1) ten opsigte van 'n dag of week voor geskryf, word geag oortyd te wees, en in die geval van alle werknemers, uitgesonderd skofwerkers, word alle tyd wat voor of na die tyd in klousule 9 (1) bepaal, gewerk word, eweneens geag oortyd te wees.

(2) *Beperking van oortydwerk.*—Geen werkgever mag van sy werknemer vereis of hom toelaat om meer as 10 uur in een week oortydwerk te doen nie.

(3) *Besoldiging vir oortydwerk.*—n Werknemer van wie ver eis word of wat toegelaat word om buite die ure in klousule 9 van hierdie Ooreenkoms voorgeskryf, te werk, moet soos volg betaal word, naamlik—

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

(i) Vakleerlinge en minderjariges gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word: Een en een vyftiende maal die uurloon;

(ii) ander werknemers: Die uurloon plus die vakansiefondsbydrae wat in klousule 12 van hierdie Ooreenkoms vir die betrokke werknemer se klas voorgeskryf word;

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

(i) vir langer as een uur oortyd daagliks vanaf Maandag tot en met Vrydag; en

(ii) op 'n Saterdag voor 12-uur middag: Een en 'n kwart maal die uurloon;

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

(i) na 12-uur middag op 'n Saterdag;

(ii) op 'n Sondag tot 7.30 vm. die volgende Maandag, en op 'n openbare vakansiedag; en

(iii) behoudens klousule 11 (2), gedurende die tydperke in klousule 11 (1) vermeld: Een en een derde maal die uurloon.

(4) *Voorbehoudsbepalings.*—Subklousule (2) van hierdie klousule is nie van toepassing op werknemers wat noodsaklike dienste verrig nie, en subklousules (1), (2) en (3) is nie op 'n wag van toepassing nie.

#### 11. JAARLIKSE VAKANSIETYDPERK

(1) Gedurende ondergenoemde tydperke mag geen werkgever enige werk in die Bouennywerheid verrig nie van 'n werknemer vereis of hom toelaat om sodanige werk te verrig nie en mag geen werknemer sodanige werk, uitgesonderd werk in verband met noodsaklike dienste, onderneem of verrig nie:

Vanaf 5 nm. op 12 Desember 1969 tot 7 vm. op 5 Januarie 1970;

Vanaf 5 nm. op 11 Desember 1970 tot 7 vm. op 4 Januarie 1971;

Vanaf 5 nm. op 15 Desember 1971 tot 8 vm. op 10 Januarie 1972.

(2) Indien 'n werknemer ooreenkomsdig die bepalings van subklousule (1) die hele jaarlikse vakansietydperk, of deel daarvan, met die verrigting van noodsaklike werk besig is, moet hy aan die einde van die jaarlikse vakansietydperk of binne twee maande daarna 'n ekwivalente getal dae vry gegee word om te vergoed vir die getal dae wat hy in die vakansietydperk gewerk het.

#### 12. BESOLDIGING TEN OPSIGTE VAN JAARLIKSE VAKANSIETYDPERK

(1) Werknemers, uitgesonderd ongeskoonde arbeiders, wagte, vakleerlinge, en minderjariges, moet vakansietoeclaes ooreenkomsdig klousule 13 van hierdie Ooreenkoms betaal word.

(2) An employer shall pay an apprentice, unskilled labourer, minor and watchman in his employ in respect of the prescribed annual leave period an amount equal to the remuneration which he would have received had he worked during such annual leave period: Provided that in the event of the contract of employment of any of these classes of employees terminating prior to the last pay-day preceding the commencement of the holiday period, the employer shall pay to such unskilled labourer, apprentice, minor and watchman an amount not less than one-quarter of his weekly wage in respect of each completed month of employment with him during the year preceding such holiday.

### 13. HOLIDAY FUND

(1) The Worcester Building Industrial Council Holiday Fund, hereinafter referred to as "the Holiday Fund" or "Fund", established under Government Notice 1465 of 23 September 1960, is hereby continued.

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

	Per hour	c
(i) Driver of a motor vehicle	2	2
(ii) Employee engaged on laying of block and other floors (excluding suspended floors)	2½	2½
(iii) Operator of a floor sandpapering machine	2½	2½
(iv) Concretor	2	2
(v) Limewasher	1½	1½
(vi) Employee engaged in painting and/or glazing	4	4
(vii) Employees in all other trades (other than unskilled labourers, watchmen, apprentices and minors)	4½	4½

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

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

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

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

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

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

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

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

(2) 'n Werkgewer moet 'n vakleerling, ongeskoolde arbeider, minderjarige en wag wat by hom in diens is, ten opsigte van die voorgeskrewe jaarlikse verloftydperk 'n bedrag betaal wat gelyk is aan die besoldiging wat hy sou ontvang het indien hy gedurende sodanige jaarlikse verloftydperk gewerk het: Met dien verstande dat indien die dienskontrak van enige van hierdie klasse werknemer beëindig word voor die laaste betaaldag wat die aansang van die vakansietydperk voorafgaan, die werkgewer aan sodanige ongeskoolde arbeider, vakleerling, minderjarige en wag 'n bedrag van minstens een kwart van sy weekloon moet betaal ten opsigte van elke voltoode maand diens by hom gedurende die jaar wat sodanige vakansie voorafgaan.

### 13. VAKANSIEFONDS

(1) Die vakansiefonds van die Nywerheidsraad vir die Bouwyerheid, Worcester, hieronder die "Vakansiefonds" genoem, wat gestig is by Goewernerskennisgewing 1465 van 23 September 1960, word hierby voortgesit.

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

	Per uur	c
(i) Motorvoertuigbestuurder	2	2
(ii) Werknemer wat blokkies- en ander vloere lê (uitgesondert hangvloere)	2½	2½
(iii) Bediener van 'n vloerskuurmasjién	2½	2½
(iv) Betonwerker	2	2
(v) Afwitter	1½	1½
(vi) Werknemer wat verf- of ruitwerk verrig	4	4
(vii) Werknemers in alle ander ambagte (uitgesondert ongeskoolde arbeiders, wagte, vakleerlinge en minderjariges)	4½	4½

Met dien verstande dat bovenmelde bydraes betaalbaar is ten opsigte van hoogstens 44 uur in een week afgesien daarvan of sodanige tyd gewerk is teen gewone of oortydlike; en voorts met dien verstande dat geen bydrae ten opsigte van enige week waarin 'n werknemer hoogstens 18 uur gewerk het, betaalbaar is nie, dog indien 'n werknemer in enige week meer as 18 uur gewerk het, is die volle weeklikse bydrae ten opsigte van 44 uur betaalbaar afgesien daarvan of die werknemer die volle 44 uur gewerk het al dan nie; en voorts met dien verstande dat indien 'n werknemer in 'n bepaalde week meer as 18 uur dog minder as 44 uur gewerk het, die verskil tussen die werklike tyd gewerk en 44 uur, van sy gewone loon afgetrek kan word ooreenkomsdig die skaal in paragrafe (i) tot (vii) van hierdie subklousule.

(3) Die werkgewer moet seëls ter waarde van die bydrae namens sodanige werknemer bereken ooreenkomsdig subklousule (2), van die Raad koop en dit op elke betaaldag aan elkeen van sy betrokke werknemers uitreik. Die werkgewer moet die uitgereikte seëls op 'n leesbare wyse met sy naam en die rojeringsdatum rooier, en elke werknemer moet hierdie seëls onmiddellik of so spoedig doenlik in 'n bydraeboek plak wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

Elke betrokke werknemer moet so spoedig doenlik na die datum van inwerkingtreding van hierdie Ooreenkoms om 'n bydraeboek aansoek doen, en wel op 'n vorm wat van die Raad verkry moet word. Die Raad kan na goedvindie die seëls en bydraeboeke in hierdie klousule bedoel, combineer met enige ander seëls en bydraeboeke wat die Raad uitreik ten opsigte van enige ander fonds waarvoor daar in hierdie Ooreenkoms voorseening gemaak word.

(4) Die werkgewer moet die seëls in subklousule (3) bedoel van die Raad koop en moet steeds 'n voldoende voorraad daarvan aanhou: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van alle ongebruikte seëls wat aan die Raad terugbesorg word, van die Raad kan verkry.

(5) Onmiddellik na die eerste betaaldag in November elke jaar moet die werknemers hul bydraeboeke met die seëls daarin by hul werkgewers inlewer, en die werkgewer moet in elke geval die ontvangs daarvan erken by wyse van 'n getekende kwitansie waarop die waarde van die seëls wat in die bydraeboek in die kredit van sodanige werknemer staan, vermeld word.

Elke werknemer moet die bydraeboeke wat hy ontvang het, onverwyd per geregistreerde pos of per bode aan die Sekretaris van die Raad stuur.

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

(6) 'n Bydraer wat op die datum van die eerste betaaldag in November van 'n jaar werkloos is, moet sy bydraeboek per geregistreerde pos of per bode regstreeks aan die Sekretaris stuur.

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

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

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

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

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

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

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

(13) In the event of the dissolution of the Council or in the event of it ceasing to function during any period for which this Agreement is binding, in terms of section *thirty-four* (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or of a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence upon the expiration of this Agreement the Fund shall be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees as the case may be, in the manner set forth in subclause (14) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

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

(15) The revenue and expenditure accounts of the Fund shall be audited by a public accountant each year not later than 31 March of the 12 months ending 31 December of the previous year. A copy of the accounts, certified by the Council's auditor and countersigned by the Chairman of the Council together with any report made thereon by the said auditor shall be transmitted to the Industrial Registrar and a copy shall also lie for inspection at the office of the Council.

#### 14. STORAGE AND SUPPLY OF TOOLS

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

(7) Sover doenlik moet bedrae wat in die kredit van bydraers staan, op die laaste werkdag voor die aanvangsdatum van die jaarlike vakansietydperk in elke jaar betaal word.

(8) Die Raad staan onder geen verpligting om bedrae ten opsigte van seëls wat ingevolge subklousule (3)-van hierdie klousule aan werkneemers uitgereik is, uit te betaal nie tensy hierdie seëls in 'n bydraeboek geplak is wat van die Raad verkry is en tensy sodanige bydraeboek by die Raad in bewaring gegee is voor die verstryking van ses kalendermaande vanaf die begin datum van die vakansietydperk.

Alle gelde wat verkry is uit die verkoop van seëls aldus uitgereik en waarvoor daar by verstryking van genoemde tydperk van ses kalendermaande geen eis ingestel is nie, val die algemene fondse van die Raad toe: Met dien verstande dat die Raad alle eise wat na genoemde tydperk van ses kalendermaande ingestel word, na hul meriete moet oorweeg, en (sonder wettlike verpligting) te eniger tyd die betaling vaniese uit gelde wat die Raad kragtens hierdie subklousule toegeval het, kan goedkeur.

(9) Indien 'n werkneemter sterwe kom, moet die bedrae wat hom uit die Fonds toekom, in sy boedel gestort word.

(10) Alle bedrae wat die Raad in die kredit van die Fonds hou, moet van tyd tot tyd op vaste deposito of as 'n onmiddelik openbare belegging by 'n bank of bouvereniging belê word. Geen werkneemter het enige aanspraak op die rente wat die Vakansiefonds toeval nie, en geen werkneemter is vir enige bydrae tot die administrasiekoste van die Fonds aanspreeklik nie.

(11) Die bedrae waarmee elke werkneemter wat tot die Fonds bydra, gekrediteer word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie.

(12) Indien hierdie Ooreenkoms weens tydverloop verval of om 'n ander rede ophou om te bestaan en dit nie binne ses maande daarna vir 'n verdere tydperk geldig verklaar word of deur 'n nuwe Ooreenkoms van die Raad wat voorsiening maak vir die voortsetting van die Fonds, vervang word nie, moet die Fonds nog deur die Raad administreer word totdat dit of gelikwiede word of deur die Raad oorgedra word na 'n ander Fonds wat vir dieselfde doel as dié van die oorspronklike Fonds gestig is.

(13) Indien die Raad gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, ontbind word of ophou om te funksioneer, kan die Registrateur 'n komitee uit die gelede van die werkgewers en die werkneemters in die Nywerheid aanstel op die grondslag van eweredige verteenwoordiging aan albei kante, en sodanige komitee moet die Fonds dan verder administreer. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die gelede van die werkgewers of die werkneemters, na gelang van die geval, ten einde 'n gelyke getal werkgewers en werkneemverteenvoordeigers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die oordeel van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, kan by 'n trustee of trustees aanstel om die komitee se pligte uit te voer, en sodanige trustee of trustees besit vir sodanige doel al die bevoegdhede van die komitee. Ingeval daar geen Raad bestaan nie wanneer hierdie Ooreenkoms verval, moet die Fonds deur die komitee wat ingevolge hierdie subklousule funksioneer, of deur die trustee of trustees, na gelang van die geval, gelikwiede word op die wyse soos uiteengesit in subklousule (14) van hierdie klousule; en indien die sake van die Raad by verstryking van die Ooreenkoms alreeds afgewikkel en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomsdig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgevoer maak het.

(14) By die likwidasie van die Fonds ooreenkomsdig subklousule (12) van hierdie klousule, moet die gelde wat in die kredit van die Fonds oorbly na betaling van alle eise teen die Fonds, met inbegrip van administrasiekoste en likwidasiekoste, in die algemene fondse van die Raad gestort word.

(15) Die inkomste- en uitgawerekenings van die Fonds moet jaarliks voor of op 31 Maart van die 12 maande wat eindig op 31 Desember van die vorige jaar, deur 'n openbare rekenmeester geouditeer word. 'n Kopie van die rekenings, gescertifiseer deur die Raad se ouditeur en medeonderteken deur die Voorsitter van die Raad, saam met 'n verslag wat deur genoemde ouditeur daaroor uitgebring is, moet aan die Nywerheidsregister gestuur word en daar moet ook 'n kopie by die kantoor van die Raad ter insae lê.

#### 14. BEWARING EN VERSKAFFING VAN GEREEDSKAP

(1) Die werkneemter moet by alle werkplekke geriewe versaf vir die veilige wegsluiting van gereedskap. Die werkneemter is aan die eienaar van sodanige gereedskap aanspreeklik vir alle verliese wat laasgenoemde mag ly as gevolg van brand op die bou terrein.

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

(3) Employers shall provide in the case of—

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

## 15. TERMINATION OF EMPLOYMENT

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

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

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

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

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

## 16. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

Employers and employees shall observe the following rules:—

(1) *Concrete work*.—An employer shall employ an employee at the rate of not less than 27c per hour who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this work, and no employee so employed shall accept wages at a lower rate of pay.

(2) An employer shall pay a journeyman employed in fixing saw blades, setting stones ready for sawing and/or fixing new or levelling all stones for polishing machines, wages at not less than 75c per hour, and no journeyman so employed shall accept wages at a lower rate.

(3) An employer shall not permit masons' bankers to be less than six feet apart or dust to be blown off with exhaust or other air during working hours.

(2) Die werkewer moet by die werkplek slypsteene verskaf vir die skerpmaak van gereedskap. Indien daar geen slypsteene by die werkplek verskaf word nie, moet aan timmermans en skrynwerkers die nodige tyd verleen en behoorlike faciliteite beskikbaar gestel word sodat hulle hul gereedskap voor diensbeëindiging in orde kan bring.

(3) Werkgewers moet die volgende verskaf ten opsigte van:—

- (a) *Asfaltwerkers*.—Rollers, borsels en reihoute.
- (b) *Timmermans*.—Alle klampe, handelskroewe, lymkwaste, moersleutels, koevoete, awegare en bore langer as 12 duim en alle hamers swaarder as 3 lb.
- (c) *Klipmesselaars en -kappers*:
  - (i) Gereedskap om graniet of harde klip mee te bewerk;
  - (ii) vir klipkappers, gesikte afdakke waarvan die dak minstens 10 voet bo die grond is. Hierdie bepaling is nie op klein werke op bouterreine van toepassing nie;
  - (iii) 'n werkemner om gereedskap skerp te maak.
- (d) *Skilders en plakkars*.—Alle gereedskap, uitgesonderd stopverfmesse, stoffers, plakkwaste en skêre.
- (e) *Pleisteraars*.—Daghaplanke en staanders van gesikte hoogte, rollers en spesiale gereedskap vir granoliet.
- (f) *Loodgieters*:
  - (i) Masjiene wat in 'n werkswinkel of op 'n werkplek gebruik word;
  - (ii) afsteekpenne en klinkstawe en bore van alle groottes;
  - (iii) draadsnygereedskap soos stokke en snymoere, snytappe en ratels;
  - (iv) pypsnigereedskap en skroewe;
  - (v) spesiale en swaar kalfaatsysters en vuurkonkas;
  - (vi) metaalpotte en groot gielepels;
  - (vii) beitels, ponse en muurpenne wat langer as nege duim is;
  - (viii) soldereboute;
  - (ix) vyle en ystersaaglemme;
  - (x) drewels wat meer as nege duim in deursnee is;
  - (xi) klinknaelstelle van grootte No. 12 en groter, en groefgereedskap;
  - (xii) ponse wat meer as  $\frac{1}{4}$  (n kwart) duim in deursnee is;
  - (xiii) moersleutels en tange wat langer as 12 duim is.

## 15. DIENSBEËINDIGING

(1) 'n Werkemner wat sy diens by 'n werkewer wil beëindig, en 'n werkewer wat sy werkemner se diens wil beëindig, moet minstens twee uur vooraf kennis van sodanige diensbeëindiging gee.

(2) Die werkewer mag sy werkemner twee uur se loon betaal in plaas van die kennis te gee waarop sodanige werkemner geregtig is.

(3) Indien 'n werkemner ophou werk sonder dat hy sy werkewer dié kennis gegee het wat in subklousule (1) van hierdie klousule voorgeskryf word, mag die werkewer van die besoldiging wat aan sodanige werkemner verskuldig is, 'n bedrag af trek wat gelyk is aan die loon betaalbaar ingevolge klousule 4 van hierdie Ooreenkoms vir 'n tydperk gelyk aan sodanige kennisgewingstermy.

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

(5) Ondanks subklousules (1) tot (4) van hierdie klousule, word geen kennisgewing van diensbeëindiging verlang van 'n werkemner wat minder as vyf agtereenvolgende dae vir dieselfde werkewer gewerk het nie.

## 16. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Die volgende reëls moet deur werkgewers en werkemners nagekom word:—

(1) *Betonwerk*.—'n Werkewer moet 'n werkemner wat onderbroke in diens moet wees terwyl beton *in situ* gegooi word, 'n loon van minstens 27c per uur betaal; hierdie werkemner se enigste plig moet wees om toesig te hou oor ander persone wat hierdie werk verrig, en geen werkemner wat aldus in diens is, mag 'n laer loon aanneem nie.

(2) 'n Werkewer moet 'n ambagsman wat saaglemme insit, klippe regsit om gesaag te word en/of nuwe klippe vassit of alle klippe gelyk maak vir poleermasjiene, 'n loon van minstens 75c per uur betaal, en geen ambagsman wat hierdie werk verrig, mag 'n laer loon aanneem nie.

(3) 'n Werkewer mag nie toelaat dat klipmesselaars se werkbanke minder as ses voet van mekaar af is nie of dat stof gedurende werkure met uitlaat- of ander lug weggeblaas word nie.

(4) An employer shall not in the erection of a building or structure within the area to which this Agreement relates, utilise stone which has been dressed in an area in the Republic of South Africa in which a lower minimum scale of wages is in operation for such stone dressing.

(5) All square stone shall be worked in the employer's working place on the job, but may be reduced to size at the quarry by the use of a small hammer only. When the employer's working place is situated at the quarry, such working place shall be adequately protected and afford employees security against the hazards inherent in the work of quarrying.

(6) *Scaffolding.*—An employer shall ensure that all scaffolding is properly erected of sound material and under the supervision of a competent person to whom the employer shall pay not less than 70c per hour, and no journeyman so employed shall accept wages at a lower rate.

(7) An employer shall not permit an air compressor to be operated in a shed where employees are engaged on cutting stone and shall ensure that such machine is operated at a distance of not less than 30 feet from any mason whilst cutting stone, unless he has provided adequate protection for the employees working near the air compressor.

## 17. WORKING EMPLOYERS OR WORKING PARTNERS

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

## 18. WET WEATHER SHELTER

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

## 19. LATRINES

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

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

## 20. EMPLOYMENT OF MINORS

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

## 21. CERTIFICATES OF SERVICE

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

## 22. COUNCIL FUNDS

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

(1) On the first weekly pay-day after this Agreement comes into operation and on each pay-day thereafter, every employer shall deduct from the wages of each of his employees for whom wages are prescribed in the Agreement an amount of—

(a) in the case of unskilled labourers: 2c per week;

(b) in the case of employees for whom wages are prescribed in clauses 4 (1) (a) (vi) and 4 (1) (a) (vii) of this Agreement: 8c per week;

(c) in the case of concretors, layers of block and other floors (excluding suspended floors), employees engaged on lime-washing and operators of sandpapering machines: 2½c per week;

(d) in the case of drivers of motor vehicles: 3c per week.

To every amount deducted in terms of paragraphs (a), (c) and (d) above the employer shall add an equal amount and to every amount deducted in terms of paragraph (b) the employer shall add an amount of 5c.

(4) 'n Werkewer mag nie by die oprigting van 'n gebou of bouwerk binne die gebied waarop hierdie Ooreenkoms betrekking het, klip gebruik wat afgewerk is in 'n gebied binne die Republiek van Suid-Afrika waar 'n laer loonskaal vir sodanige klipafwerking van toepassing is nie.

(5) Alle haakse klip moet by die werkewer se werkplek *in situ* bewerk word maar mag by die klipgroef alleenlik met behulp van 'n klein hamer tot die vereiste grootte afgekap word. Indien die werkewer se werkplek naby die klipgroef geleë is, moet sodanige werkplek afdoende beskerm wees en werknemers beveilig teen die gevare wat deur groefwerk meegebring word.

(6) *Steierwerk.*—'n Werkewer moet sorg dat alle steierwerk met gawe materiaal en behoorlik opgerig word onder die toesig van 'n bekwame persoon aan wie die werkewer minstens 70 sent per uur moet betaal, en geen ambagsman wat hierdie werk verrig mag 'n laer loon aanneem nie.

(7) 'n Werkewer mag nie toelaat dat 'n lugkompressor in 'n skuur waar werknemers klippe kap, werk nie en moet sorg dat sodanige masjiën minstens 30 voet van 'n klippemesselaar af werk terwyl hy klippe kap, tensy die werkewer afdoende beskerming verskaf het vir die werknemers wat naby die lugkompressor werk.

## 17. WERKENDE WERKGEWERS OF WERKENDE VENNOTE

'n Werkende werkewer en/of werkende vennoot moet hom aan die werkure hou wat ten opsigte van die ambag wat hy verrig, in hierdie Ooreenkoms bepaal word.

## 18. SKUILINGS TEEN DIE WEER

Waar daar bouwerk aan die gang is, moet werkgewers te alle tyde geskikte onderdak verskaf waar werknemers gedurende reënweer kan skuil.

## 19. LATRINES

Werkgewers moet by alle werkplekke behoorlike sanitêre geriewe verskaf. Die geriewe wat vir Blanke werknemers verskaf word, moet afsonderlik wees van dié vir Kleurling- en Bantoe-werknemers.

Indien daar rioolaansluitings is, moet latrines aan die rioolstelsel verbind word voordat daar met die werk begin word en moet die latrines aan die vereistes van die plaaslike owerheid voldoen. In alle gevalle waar ander stelsels gebruik word, moet werkgewers sorg vir daagliks toesig ten einde sindelikheid te verseker.

## 20. INDIENSNEMING VAN MINDERJARIGES

Niemand wat jonger as 15 jaar is, mag in die Bouwyeerheid in diens geneem word nie.

## 21. DIENSSERTIFIKATE

By beëindiging van 'n werknemer se dienstkontrak moet die werkewer aan sodanige werknemer 'n dienssertifikaat uitreik waarop die volgende gemeld word:

Die naam van die werkewer en dié van die werknemer, voluit, die aard van die werknemer se diens, die datum van aanvang en beëindiging van sy diens, sy loon ten tyde van diensbeëindiging en die redes vir sodanige diensbeëindiging.

## 22. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat by die Raad berus en deur hom geadministreer word, moet by wyse van bydraes soos volg verskaf word:

(1) Op die eerste weeklikse betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna, moet elke werkewer van die loon van elk van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, die volgende bedrae aftrek:

(a) Ongeskoolde arbeiders: 2c per week;

(b) werknemers vir wie lone voorgeskryf word in klousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms: 8c per week;

(c) betonwerkers, werknemers wat blokkies- en ander vloere (uitgesondert hangvloere) lê, werknemers wat aflatwerk doen en bedieners van skuurmajsiéne: 2½c per week;

(d) bestuurders van motorvoertuie: 3c per week.

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

(2) The employer shall purchase from the Council and shall issue to each of his employees concerned on each pay-day, stamps to the value of the deduction made from the employees' wages plus the amount added by the employer in terms of subclause (1) hereof. The stamps issued shall be legibly cancelled by the employer with his name and date of cancellation, and each employee shall forthwith or as soon as practicable thereafter affix such stamp in the contribution book obtained from the Secretary of the Council and retained by the employee.

(3) Application for a contribution book shall be made by every employee affected as soon as possible after the date of coming into operation of this Agreement and shall be on a form to be obtained from the Council. The Council may in its discretion combine the stamps and contribution 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 subclause (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused stamps returned to the Council.

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

### 23. AGENTS

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

### 24. EXHIBITION OF AGREEMENT

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

### 25. EXEMPTIONS

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

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

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

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

(4) The Secretary of the Council shall—

- (a) retain a copy of each licence issued; and
- (b) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.
- (5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this clause.

### 26. SICK BENEFIT DEDUCTION

(1) Every employer shall deduct an amount of 67c from the remuneration due every week to each of his employees who is a member of the trade union which is a party to this Agreement and for whom wages are prescribed in paragraphs (vi) and (vii) of subclause (1) (a) of clause 4 for the purpose of a sick benefit fund; provided that the provisions of this subclause shall not apply in respect of any such employee who has worked for the same employer for 18 hours or less in any one week. Where an employee has worked for more than 18 hours for more than one employer in any one week the deduction shall be made by the employer who first employed him for more than 18 hours.

(2) Die werkewer moet van die Raad seëls koop ter waarde van die bedrag wat van die werknemers se lone afgetrek word, plus die bedrag wat ingevolge subklousule (1) hiervan daarby gevoeg moet word, en moet die seëls op elke betaaldag aan elk van die betrokke werknemers uitreik.

Die seëls wat uitgereik word, moet leesbaar deur die werkewer gerooier word met sy naam en die datum van rojering, en elke werknemer moet hierdie seëls onmiddellik of so gou doenlik in die bydraeboek plak wat hy van die Sekretaris van die Raad gekry het en wat hy self moet bewaar.

(3) Elke betrokke werknemer moet so gou moontlik na die datum van inwerkingtreding van hierdie Ooreenkoms op 'n vorm wat van die Raad verky moet word, aansoek doen om 'n bydraeboek. Die Raad kan na goedvindie die seëls en bydraeboeke in hierdie klousule bedoel, kombineer met enige ander seëls en bydraeboeke wat deur die Raad uitgereik word ten opsigte van enige ander fonds waarvoor daar in hierdie Ooreenkoms voorseenig gemaak word.

(4) Die seëls in subklousule (2) bedoel, moet deur die werkewer van die Raad aangekoop word, en die werkewer moet te alle tye 'n toereikende voorraad daarvan aanhou: Met dien verstande dat 'n werkewer terugbetaling van die waarde van alle ongebruikte seëls wat aan die Raad terugbesorg word, van die Raad kan verkry.

(5) Bydraeboeke en seëls is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie.

### 23. AGENTE

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

### 24. VERTONING VAN OOREENKOMS

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

### 25. VRYSTELLINGS

(1) Die Raad mag op grond van hoë ouderdom of sieklikheid of om enige ander goeie of afdoende rede, aan of ten opsigte van 'n persoon vrystelling verleen van enige van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van persone aan wie vrystelling ooreenkomsdig subklousule (1) van hierdie klousule verleen is, dié voorwaardes bepaal waaraan sodanige vrystelling onderworpe is: Met dien verstande dat die Raad na goedvindie, en na een week skriftelike kennis aan die betrokke persoon, 'n vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomsdig hierdie klousule verleen is, 'n sertifikaat uitreik deur hom onderteken en waarop die volgende besonderhede aangedui word, naamlik—

- (a) die naam van die betrokke persoon, voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleent word;
- (c) die voorwaardes kragtens subklousule (2) van hierdie klousule gestel, waaraan sodanige vrystelling onderworpe is; en
- (d) die geldigheidsduur van die vrystelling.

(4) Die Sekretaris van die Raad moet—

- (a) 'n kopie hou van elke sertifikaat wat uitgereik is; en
- (b) indien vrystelling aan 'n werknemer verleent word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkewer stuur.

(5) Alle werkewers en werknemers moet die bepalings van vrystellingsertifikate wat ooreenkomsdig hierdie klousule uitgereik is, nakom.

### 26. AFTREKKING TEN OPSIGTE VAN SIEKTEBYSTAND

(1) Elke werkewer moet vir die doel van 'n siektebystandsfonds 'n bedrag van 67c aftrek van die besoldiging wat weekliks verskuldig is aan elkeen van sy werknemers wat lid is van die vakvereniging wat 'n party by hierdie Ooreenkoms is en vir wie lone in klousule 4 (1) (a) (vi) en (vii) voorgeskryf word: Met dien verstande dat hierdie subklousule nie op 'n werknemer wat in 'n bepaalde week 18 uur of minder vir dieselfde werkewer gewerk het, van toepassing is nie. Indien 'n werknemer in 'n bepaalde week meer as 18 uur vir meer as een werkewer gewerk het, moet die aftrekking gedoen word deur die werkewer wat hom aanvanklik vir meer as 18 uur in diens gehad het.

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

(3) The stamps referred to in subclause (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 refund from the Council of the value of any unused stamps.

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

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

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

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

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

## 27. BENEFIT FUND

(1) (a) There is hereby established the "Worcester Building Industry Benefit Fund" (hereinafter referred to as "the Benefit Fund").

(b) The Benefit Fund shall consist of contributions from employers paid in accordance with the provisions of this clause.

(c) The object of the Benefit Fund shall be to provide death and retirement benefits in accordance with an agreement to be entered into between the Council and the Federated Employers' Insurance Company Limited (hereinafter referred to as "the Company").

(d) A copy of the agreement referred to in paragraph (c) of this subclause, as well as copies of any amendments which might be effected thereto and all supplementary documents, shall be placed on record with the Secretary for Labour.

(2) In addition to any other remuneration to which employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) of this Agreement may be entitled, such employees shall be paid, subject to the provisions of subclause (3) an amount of 4 cents per hour or part of an hour worked during each week of employment; provided that—

(a) this payment shall not be made in respect of more than 44 hours per week; and

(b) in the event of an employee working for an employer for 18 hours or less in any one week or where an employee works for more than one employer in any one week and the first employer has already made the deduction referred to in subclause (3) (b) the amount due in terms of this clause shall be paid immediately on termination of his employment or on the first pay-day, whichever is the earlier.

(3) (a) Every employer shall deduct R1.76 from the remuneration due every week to his employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) of this Agreement.

(b) The deduction referred to in paragraph (a) of this subclause shall not be made in respect of an employee who has worked for 18 hours or less during any one week for one employer.

(2) Die werkewer moet ten opsigte van die bedrae wat ingevolge subklousule (1) van hierdie klousule afgetrek word, op elke betaaldag aan elkeen van die betrokke werknemers een seël ter waarde van 67c uitrek, en dié seël moet leesbaar deur hom gerooier word met sy naam en die datum van uitreiking.

(3) Die seëls in subklousule (2) van hierdie klousule bedoel, moet deur die werkewer van die Raad aangekoop word, en die werkewer moet te alle tye 'n toereikende voorraad daarvan aanhou: Met dien verstande dat 'n werkewer terugbetaal van die waarde van alle ongebruikte seëls van die Raad kan verkry.

(4) Die Raad moet alle gelde ten opsigte van seëls wat ingevolge subklousule (3) van hierdie klousule deur werkewers gekoop is, aan die Siekefonds van die Western Province Building and Allied Trades betaal: Met dien verstande dat alle terugbetaalings aan werkewers ten opsigte van die waarde van ongebruikte seëls, van sodanige betalings afgetrek moet word.

(5) Indien die Raad sou ophou om te funksioneer of die registrasie daarvan ingetrek word en die Ooreenkoms bindend bly ingevolge artikel 34 (2) van die Wet, kan die Registrateur 'n komitee uit die gelede van die werkewers en die werknemers in die Nywerheid aanstel op grondslag van 'n gelyke getal werkewer- en werknemerverteenvoerders en sekundusse in die ledetal van die komitee, of hy kan 'n trustee of trustees aanstel om die pligte van die Raad, soos bepaal in subklousules (3) en (4) van hierdie klousule, uit te voer. Sodanige komitee of trustees besit vir hierdie doel alle bevoegdhede van die Raad.

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

(7) Die werknemer moet aansoek doen om 'n bydraeboek op 'n vorm wat van die Raad verkry en deur die werknemer ingevul moet word en waarop die volgende besonderhede vermeld moet word, naamlik die werknemer se naam en adres voluit, sy beroep en die naam van die vakvereniging waarvan hy lid is, en die werknemer se gewone handtekening moet op die vorm voorkom.

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

## 27. BYSTANDSFONDS

(1) (a) Die "Bystandsfonds van die Bounywerheid, Worcester" (hieronder die "Bystandsfonds" genoem) word hierby gestig.

(b) Die Bystandsfonds bestaan uit bydraes van werkewers wat ooreenkomsdig die bepalings van hierdie klousule besoldig word.

(c) Die doel van die Bystandsfonds is om sterfte- en aftreevoordele te verskaf kragtens 'n ooreenkoms wat aangegaan moet word tussen die Raad en die Federated Employers' Insurance Company Limited (hieronder die "Maatskappy" genoem).

(d) 'n Kopie van die Ooreenkoms in paragraaf (c) van hierdie subklousule bedoel, asook kopieë van eventuele wysigings daarvan en alle aanvullende dokumente, moet by die Sekretaris van Arbeid ingedien word.

(2) Benewens enige ander besoldiging waarop werknemers vir wie lone in klousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms voorgeskryf word, geregtig is, moet sodanige werknemers, behoudens subklousule (3), 'n bedrag van 4c per uur of deel van 'n uur wat daar gedurende elke week van diens gwerk is betaal word: Met dien verstande dat—

(a) hierdie betaling ten opsigte van hoogstens 44 uur per week moet geskied; en

(b) indien 'n werknemer in 'n bepaalde week 18 uur of minder vir 'n werkewer werk, of indien 'n werknemer in 'n bepaalde week vir meer as een werkewer werk en die eerste werkewer alreeds die aftrekking in subklousule (3) (b) bedoel, gedoen het, die bedrag wat ingevolge hierdie klousule verskuldig is, onmiddellik by beëindiging van sy diens of op die eerste betaaldag betaal moet word, naamlik op die vroegste van die betrokke datums.

(3) (a) Elke werkewer moet R1.76 aftrek van die besoldiging wat weekliks verskuldig is aan sy werknemers vir wie lone voorgeskryf word in klousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms.

(b) Die aftrekking in paragraaf (a) van hierdie subklousule bedoel, word nie gedoen ten opsigte van 'n werkewer wat gedurende 'n bepaalde week 18 uur of minder vir dieselfde werkewer gwerk het nie.

(c) Where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for more than 18 hours.

(4) (a) The employer shall in respect of the amounts so deducted by him in terms of subclause (3) hereof issue on each pay-day to each of his employees concerned a stamp cancelled by him with his name and the date endorsed thereon to the value of the amount of R1.76 and each employee shall affix such stamp in the contribution book which shall be retained by him.

(b) The stamps and contribution book referred to in paragraph (a) of this subclause may in the discretion of the Council be combined with any other stamps and contribution books prescribed by this Agreement.

(5) The provisions of clause 13 of this Agreement shall *mutatis mutandis* apply to stamps and contribution books referred to in this clause.

(6) Benefits accruing from contributions to the Benefit Fund shall not be transferable and cannot be ceded or pledged; provided that an employee may nevertheless nominate the beneficiary to receive the proceeds of his policy in the event of his death prior to his retirement.

## 28. REGISTRATION OF EMPLOYERS AND RECORDS

(1) Every employer in the Industry shall, within 14 days from the date this Agreement comes into force, and in the case of an employer who commences business after the Agreement comes into force, within 14 days from the date he so commences business, notify the Secretary of the Council of the name under which he carries on his business and the address from which his business is carried on.

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

(3) The records referred to in subclause (2) of this clause shall be produced by the employer at the place prescribed in subclause (2) on demand to any agent of the Council appointed in terms of clause 23 of the Agreement.

(4) The records referred to in subclause (2) of this clause shall, on demand by the Council or by a designated agent appointed by the Minister in terms of section *sixty-two* of the Act to assist the Council in carrying out its functions, be produced by the employer to the office of the Council, the office of the designated agent or to the designated agent personally as may be required.

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

(6) A certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to each employer registered.

(7) Every employer in the Industry at the date of coming into operation of this Agreement and every employer who enters the Industry after that date shall within seven days of such date or of the date on which such employer commences operations as the case may be, lodge with the Council a guarantee acceptable to the Council to cover the payment of two weeks' wages as prescribed in clause 4 of this Agreement for his employees and also to cover the payment of two weeks' levies due to the Council in terms of clause 22 (1) and the payment of two weeks' contributions and allowances due to his employees in terms of clauses 13 (2) and 27 of this Agreement.

## 29. TRADE UNION SUBSCRIPTION DEDUCTION

(1) The trade union which is party to this Agreement shall from time to time but not less than once every quarter of each year submit to the Secretary of the Council a list of its members which the Council shall circulate amongst all employers registered with the Council in terms of clause 28 of this Agreement.

(2) Every employer shall deduct an amount of 33 cents from the remuneration due every week to each of his employees who is a member of the trade union which is a party to this Agreement and for whom wages are prescribed in paragraphs (vi) and (vii) of subclause (1) (a) of clause 4 of this Agreement.

(c) Indien 'n werkneemster in een week vir twee of meer werkgewers werk, moet die aftrekking vir daardie week gedoen word deur die eerste werkgever by wie hy gedurende daardie week meer as 18 uur in diens was.

(4) (a) Die werkgever moet ten opsigte van die bedrae aldus ingevolge subklousule (3) hiervan deur hom afgetrek, op elke betaaldag aan elkeen van sy betrokke werkneemsters 'n seel ter waarde van R1.76 uitreik, wat deur hom gerooier moet word met sy naam en die datum, en elke werkneemster moet dié seel in die bydraeboek plak wat hy moet bewaar.

(b) Die seels en bydraeboek in paragraaf (a) van hierdie subklousule bedoel kan, na goedvind van die Raad, gekombineer word met enige ander seels en bydraeboeke wat in hierdie Ooreenkoms voorgeskryf word.

(5) Klousule 13 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op seels en bydraeboeke in hierdie klousule bedoel.

(6) Voordele wat 'n bydraer toeval op grond van bydraes tot die Bystandsfonds is nie oordraagbaar nie en kan nie sedeer of verpand word nie: Met dien verstande dat 'n werkneemster nogtans 'n gunstigste kan benoem wat die opbrengs van sy polis moet ontvang indien hy voor sy afdrede te sterwe sou kom.

## 28. REGISTRASIE VAN WERKGEWERS EN REGISTERS

(1) Elke werkgever in die Nywerheid moet binne 14 dae na die inwerktingreding van hierdie Ooreenkoms, en in die geval van 'n werkgever wat na die inwerktingreding van die Ooreenkoms tot die bedryf toetree, binne 14 dae nadat hy aldus sy besigheid begin het, die Sekretaris van die Raad in kennis stel van die naam waaronder hy sy besigheid dryf en die adres vanwaar dit gedryf word.

(2) Die registers wat sodanige werkgever ingevolge artikel 57 van die Wet moet hou, moet steeds beskikbaar wees by die adres in subklousule (1) van hierdie klousule bedoel, of op die werkterrein, indien sodanige adres buite die landdrosdistrik Worcester is.

(3) Die registers in subklousule (2) van hierdie klousule bedoel moet deur die werkgever op die plek in subklousule (2) voorgeskryf op aanvraag getoon word aan 'n agent van die Raad wat ooreenkomsdig klousule 23 van hierdie Ooreenkoms aangestel is.

(4) Die registers in subklousule (2) van hierdie klousule bedoel moet, op aanvraag deur die Raad of deur 'n aangewese agent wat deur die Minister kragtens artikel 62 van die Wet aangestel is om die Raad by die verrigting van sy funksies behulpzaam te wees, deur die werkneemster getoon word by die kantoor van die Raad, die kantoor van die aangewese agent of aan die aangewese agent self, na gelang van wat van hom verlang word.

(5) Benewens die besonderhede wat in die register in subklousule (2) van hierdie klousule bedoel, ingedra moet word, moet die werkgever in die geval van vakleerlinge ook die getal jare ondervinding in die register inskryf.

(6) 'n Registrasiesertifikaat, onderteken deur of die Voorsitter of die Sekretaris van die Raad, moet aan elke geregistreerde werkgever uitgereik word.

(7) Elke werkgever in die Nywerheid op die datum van inwerktingreding van hierdie Ooreenkoms en elke werkgever wat die Nywerheid na daardie datum toetree, moet binne sewe dae vanaf eersgenoemde datum of vanaf die datum waarop sodanige werkneemster met sy werkzaamhede begin, na gelang van die geval, by die Raad 'n waarborg indien wat vir die Raad aanneemlik is en wat die volgende dek: Die betaling van twee weke se lone, soos voorgeskryf in klousule 4 van hierdie Ooreenkoms vir sy werkneemsters, en ook die betaling van twee weke se heffings wat ingevolge klousule 22 (1) aan die Raad verskuldig is en die betaling van twee weke se bydraes en toelaes wat ingevolge klousules 13 (2) en 27 van hierdie Ooreenkoms aan sy werkneemsters verskuldig is.

## 29. AFTREKKING TEN OPSIGTE VAN VAKVERENIGINGSLEDEGELDE

(1) Die vakvereniging wat 'n party is by hierdie Ooreenkoms moet van tyd tot tyd, maar elke jaar, minstens een keer per kwartaal aan die Sekretaris van die Raad 'n ledelik indien, wat die Raad moet sirkuleer onder alle werkgewers wat ingevolge klousule 28 van hierdie Ooreenkoms by die Raad geregistreer is.

(2) Elke werkgever moet 'n bedrag van 33c aftrek van die besoldiging wat weekliks verskuldig is aan elkeen van sy werkneemsters wat lid is van die vakvereniging wat 'n party by hierdie Ooreenkoms is en vir wie lone in klousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms voorgeskryf word.

(3) The employer shall in respect of the amount deducted by him in terms of subclause (2) of this clause issue on each pay-day to each of the employees concerned one stamp to the value of 33 cents, which stamp shall be legibly cancelled by him with his name and the date of issue, and such employees shall forthwith or as soon as practicable thereafter affix such stamps in a contribution book obtained from the Secretary of the Council. Application for a contribution book shall be made by every employee affected as soon as possible after the date of coming into operation of this Agreement, and shall be on a form to be obtained from the Council.

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

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

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

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

### 30. VISITS BY OFFICIAL TRADE UNION ORGANISERS

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

### 31. CONTRIBUTIONS TO THE 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 Building Industries Federation (South Africa)], hereinafter referred to as "The National Fund", hereby authorise 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) Each employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the National Fund an amount of eight cents per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) of the Agreement. The procedure prescribed in clause 22 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.

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

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(5) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2) hereof, less a collection fee of 2½% (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 subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

Signed at Worcester on behalf of the parties this 16th day of September 1968.

J. DE V. KEYTER, *Chairman*.  
R. G. SIMMONS, *Vice-Chairman*.  
C. COHEN, *Secretary*.

(3) Die werkewer moet ten opsigte van die bedrag ingevolge subklousule (2) van hierdie klousule deur hom afgetrek, op elke betaaldag aan elk van die betrokke werkemers een seël ter waarde van 33c uitrek; hierdie seël moet leesbaar deur hom gerooier word met sy naam en die datum van uitreiking, en die werkemers moet onmiddellik so gou doenlik daarna, hierdie seëls in 'n bydraeboek plak wat van die Sekretaris van die Raad verkry moet word. Elke betrokke werkemmer moet so gou doenlik na die datum van inwerkingtreding van hierdie Ooreenkoms aansoeck doen om 'n bydraeboek op die vorm wat van die Raad verkry moet word.

(4) Die werkewer moet die seëls in subklousule (2) van hierdie klousule bedoel van die Raad koop en moet steeds 'n genoegsame voorraad daarvan aanhou. Met dien verstande dat 'n werkewer terugbetaling van die Raad kan kry ter waarde van alle ongebruikte seëls.

(5) Die Raad moet alle geldie vir seëls wat deur werkewers ingevolge subklousule (2) van hierdie klousule gekoop word, aan die Western Province Building Workers' Union betaal: Met dien verstande dat alle bedrae wat ten opsigte van die waarde van ongebruikte seëls aan werkewers terugbetaal word, van sodanige inbetalings afgetrek moet word.

(6) Onmiddellik na die eerste betaaldag in November elke jaar moet die betrokke werkemers hul bydraeboekte, met die seëls daarin geplak, by die Raad inlewer, en die Raad moet in elke geval 'n getekende kwitansie by wyse van erkenning van ontvangs aan die betrokke werkemmer uitrek.

(7) Die Raad kan na goedvindie die seëls en bydraeboekte in hierdie klousule bedoel, kombineer met enige ander seëls en bydraeboekte deur die Raad uitgereik ten opsigte van enige ander fonds waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

### 30. BESOEKE DEUR AMPTELIKE ORGANISEERDERS VAN DIE VAKVERENIGING

Behoudens die toestemming van die werkewer of sy behoorlik gemagtigde verteenwoordiger, toestemming wat nie onredelikerwyse gewei mag word nie, moet amptelike organisereiders van die vakvereniging wat 'n party by hierdie Ooreenkoms is, toegelaat word om enige werkemmer gedurende enige pouse in die werkure op die terrein te spreek of met hom oorleg te pleeg.

### 31. BYDRAES TOT DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Die Raad is in kennis gestel van die stigting van die Nasionale Ontwikkelingsfonds vir die Bouwverheid [wat deur die Building Industries Federation (South Africa) ingestel is], hieraan die "Nasionale Fonds" genoem, en die insameling van bydraes ooreenkomsdig die prosedure soos hieronder uiteengesit, ter implementering van die doelstellings soos uiteengesit in die konstitusie van genoemde Nasionale Fonds, word hierby deur die Raad goedgekeur.

(2) Elke werkewer moet, behoudens subklousules (3) en (4) hiervan, 'n bedrag van 8c per week ten opsigte van elkeen van sy werkemers vir wie lone in klousule 4 (1) (a) (vi) en (vii) van die Ooreenkoms voorgeskryf word, tot die Nasionale Fonds bydra. Die prosedure wat in klousule 22 van hierdie Ooreenkoms voorgeskryf word vir betalings aan die Raad, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(3) Geen betaling moet deur 'n werkewer gedoen word ten opsigte van 'n werkemmer wat in enige bepaalde week minder as agt uur vir hom gwerk het nie.

(4) Indien 'n werkemmer in die loop van een week by twee of meer werkewers gwerk het, moet die verskuldigde bedrag ten opsigte van daardie week betaal word deur die eerste werkewer by wie hy in daardie week minstens agt uur lank in diens was.

(5) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) hiervan ingevorder het, by genoemde Nasionale Fonds inbetaal, min invorderingsgeld van 2½ persent (twee en 'n half persent), en hierdie bedrag val die algemene fondse van die Raad toe.

(6) Kopieë van die konstitusie en van geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingelewer word. Vir die toepassing van hierdie subklousule omvat die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

Op hede die 16de dag van September 1968 namens die partie te Worcester onderteken.

J. DE V. KEYTER, *Voorsitter*.  
R. G. SIMMONS, *Ondervoorsitter*.  
C. COHEN, *Sekretaris*.

No. R. 631    18 April 1969  
**FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941**

**BUILDING INDUSTRY, WORCESTER**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice R. 630 of 18 April 1969, to be, on the whole, not less favourable to the employees 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.

M. VILJOEN,  
Minister of Labour.

18 April 1969

No. R. 631

18 April 1969

**WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941**

**BOUNYWERHEID, WORCESTER**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskennisgewing R. 630 van 18 April 1969, oor die algemeen vir werkemers 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 desbetreffende bepalings van genoemde Wet.

M. VILJOEN,  
Minister van Arbeid.

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