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1 DESEMBER 1961.

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[No. 121.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1143.] [1 December 1961.
INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

BUILDING INDUSTRY, NORTHERN NATAL.

MAIN AGREEMENT.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding from the 9th December, 1961, and for the period ending the 8th December, 1964, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, that the provisions contained in the Agreement (excluding clauses 2, 21 and 25) shall be binding from the 9th December, 1961, and for the period ending the 8th December, 1964, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of Vryheid, Dundee, Kliprivier, Estcourt, Newcastle and Utrecht; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, that in the Magisterial Districts of Vryheid, Dundee, Kliprivier, Estcourt, Newcastle and Utrecht and from the 9th December, 1961, and for the period ending the 8th December, 1964, the provisions contained in the Agreement [excluding clauses 2, 6 (3) (d), 21 and 25] shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

MARAIS VILJOEN,
Deputy-Minister of Labour.
(1058/102 B-1.)

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1143.] [1 Desember 1961.
WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

BOUNYWERHEID, NOORD-NATAL.

HOOFOOREENKOMS.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bouyweryheid betrekking het, vanaf 9 Desember 1961 en vir die tydperk wat op 8 Desember 1964 eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms (uitgesonderd klousules 2, 21 en 25) vanaf 9 Desember 1961 en vir die tydperk wat op 8 Desember 1964 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Vryheid, Dundee, Kliprivier, Estcourt, Newcastle en Utrecht; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms [uitgesonderd klousules 2, 6 (3) (d), 21 en 25] vanaf 9 Desember 1961 en vir die tydperk wat op 8 Desember 1964 eindig, in die landdrosdistrikte Vryheid, Dundee, Kliprivier, Estcourt, Newcastle en Utrecht *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

MARAIS VILJOEN,
Adjunk-minister van Arbeid.
(1058/102 B-1.)

SCHEDULE.

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY.

AGREEMENT

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

National Federation of Building Trade Employers in South Africa (hereinafter referred to as the "employers" or the "employers' organisation") of the one part, and the

Amalgamated Society of Woodworkers

and

The Amalgamated Union of Building Trade Workers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Vryheid, Dundee, Klip River, Estcourt, Newcastle and Utrecht, by all employers and employees in the Building Industry who are members of the employers' organisation and the trade unions, provided they shall—

- (a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended from time to time, or any contract entered into or any conditions fixed thereunder;
- (b) not apply to persons engaged in the erection, maintenance, repair, or alteration on farms of—
 - (i) dwelling-houses at a cost of less than R2,000;
 - (ii) all other buildings irrespective of cost, used or to be used exclusively for farming purposes;
- (c) not apply to labourers, operators and nightwatchmen and/or patrolmen as defined in clause 3 of this Agreement;
- (d) apply to trainees in terms of the Training of Artisans Act in so far as they are not inconsistent with any regulations made, or any conditions fixed under such Act;
- (e) not apply to clerical employees or to employees engaged in administrative duties or to any member of an administrative staff.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be determined by the Minister of Labour in terms of section forty-eight of the Act, and shall remain in force for 36 months or for such period as may be determined by him.

3. DEFINITIONS.

Any term used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendment thereof; further, unless inconsistent with the context—

- "Act" means the Industrial Conciliation Act, 1956;
- "agent" means a person appointed by the Council in terms of the provisions of section sixty-two (6) of the Industrial Conciliation Act, 1956;
- "apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, and includes a minor on probation;
- "artisan" means an employee other than an apprentice, trainee, labourer, operator, night watchman and/or patrolman, employed in any one or more of the trades or subdivisions therefore referred to in the definition of "Building Industry";
- "Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein, who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, nor the wiring of or installation in buildings of lighting, heating or other permanent electrical fixtures and the installation, maintenance or repair of lifts in buildings:—

Asphalting, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed

BYLAE.

PIETERMARITZBURG EN NOORDELIKE GEBIEDE NYWERHEIDSRAAD VIR DIE BOUNYWERHEID.

OOREENKOMS

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

National Federation of Building Trade Employers in South Africa (herin die „werkgewers" of die „werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers

en die

Amalgamated Union of Building Trade Workers of South Africa

(hierin die „werkneemers" of die „vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Vryheid, Dundee, Kliprivier, Estcourt, Newcastle en Utrecht, deur alle werkgewers en werkneemers in die Bounywerheid wat lede is van die werkgewersorganisasie en die vakverenigings, met dien verstande dat dit—

- (a) alleen op vakleerlinge van toepassing is vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens vasgestel is, onbestaanbaar is;
- (b) nie van toepassing is nie op persone wat betrokke is by die oprigting, onderhou, herstel of verbouing, op phase, van—
 - (i) woonhuise teen 'n koste van minder as R2,000;
 - (ii) alle ander geboue, afgesien van die koste, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik sal word;
- (c) nie van toepassing is nie op arbeiders, bedieners en nagwagte en/of patroleerdeurs soos omskryf in klousule 3 van die Ooreenkoms;
- (d) op kwekelinge wat ingevolge die Wet op Opleiding van Ambagsmanne opgelei word, van toepassing is vir sover dit nie met 'n regulasie wat kragtens sodanige Wet opgestel is of met 'n voorwaarde wat daarkragtens vasgestel is, onbestaanbaar is nie;
- (e) nie van toepassing is nie op klerklike werkneemers of op werkneemers wat administratiewe pligte verrig of op 'n lid van 'n administratiewe personeel.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag vasstel en bly van krag vir 36 maande of vir die tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

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

- "Wet" die Wet op Nywerheidsversoening, 1956;
- "Agent" 'n persoon wat ooreenkomstig die bepalings van artikel twee-en-sestig (6) van die Wet op Nywerheidsversoening, 1956, deur die Raad aangestel is;
- "vakleerling" 'n werkneemter wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is, en ook 'n minderjarige op proef;
- "vakman" 'n werkneemter, uitgesonderd 'n vakleerling, kwekeling, arbeider, bediener, nagwag en/of patroleerdeur, in diens in een of meer van die bedrywe of onderafdelings daarvan, genoem in die woordomskrywing van "Bounywerheid";
- "Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkewer en werkneemter met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat daarin uitgevoer word deur persone wat by ondergenoemde ambagte of by onderverdelings daarvan betrokke is, maar dit sluit nie klerklike werkneemters en administratiewe personeel in nie en ook nie die bedrading van of installering in geboue van lig-, verwarmings- of ander permanente, vaste elektriese toeberehore en die installering, onderhou of herstel van hysers in geboue nie;—

Asfaltwerk, wat die volgende insluit: die bedekking van vloere, plat- en/of staandakke, die waterdigting of dampdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde

surfaces, whether or not using tar macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;

bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates, tiling of walls and floors, jointing of brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling, and cement caulking of earthenware pipes;

concrete work, which includes the supervision of concrete being placed *in situ* and levelling the surfaces thereof; **french polishing**, which includes polishing with a brush or pad, and spraying with any composition;

glazing, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates, formed in wood or metal doors, windows, frames or like fixtures, and all operations incidental thereto;

joinery, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used and shall include cupboards, kitchen dressers or other kitchen fixtures which accrue to the building as a permanent portion thereof;

light making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs, other than electric lights or signs and glazing relating thereto;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stonework), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a mall and biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery, other than stone polishing machinery and sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

painting, which includes decorating, paper hanging, glazing, varnishing, graining, and marbling, and spraying, sign-writing and wall decoration;

plastering, which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings, and fibrous plaster or other compositions, granolithic, terrazzo and composition floorlaying, composition wall covering and polishing, operating a mall and biax or similar type of portable spinner, flexible, cutting and finishing machine, precast and mosaic work, metal lathing, acoustic and spraying and all processes incidental to the completion of ceiling and walls, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;

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

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

steel reinforcing, which includes supervising the bending, placing and fixing in position of steel;

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

woodworking, which includes carpentry, panelling and polishing and sandpapering of same, woodworking machining, turning, carving, fixing of corrugated iron,

of nie-glasuurde oppervlaktes, of nie, en afgesien daarvan of die teermacadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastik of emulsiesASF of -bitumen gebruik word of nie en of dit warm of koud op sodanige dakke, vloere of kelders of fondamente aangebring word;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -platblokke of -plate, beteëling van mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioletaankle, leiklipwerk, pandekking en semetkalfaartwerk aan erdepype;

betonwerk, wat die toesighouding oor die giet van beton op die terrein en die gelykmaak van die oppervlaktes daarvan insluit;

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

glaswerk, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings wat gevorm is in hout- of metaaldeure, vensters, rame of dergelike vaste toebehoere, en alle werksaamhede wat daar mee in verband staan;

skrynwerk, wat die aanbring van alle houttoebehoere en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehoere in verband staan, insluit, afgesien daarvan of die aanbringwerk in die gebou of bouwerk gedoen word deur die persoon wat die artikel wat gebruik word, vervaardig of berei het, en dit sluit ook rakkaste, kombuskaste of ander kombuistoebehoere in wat as 'n permanente deel van die gebou aangebring word;

ruitwerk, wat die volgende insluit: Vervaardiging en/of aanbring van ruite in lood en/of ander metaal en reklameborde, uitgesonderd elektriese ligte of tekens en die beglasing wat daar mee in verband staan;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiette of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbeteëling, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny-, afwerk-, en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipwerksgereedskap, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie;

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

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, glasuurwerk, verniswerk, vlamskilderwerk en marmering en sputterverfwerk, letterskilderwerk en muurversiering;

pleisterwerk, wat die volgende insluit: Poetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsel, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisie-pleisterwerk, granolitiese, terrasso- en kompositievloerwerk, komposisiemuurbedekking en die poleerwerk daar-aan, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny- en afwerk-masjien, voorafgegiette en mosaïekwerk, metaallatwerk, akoestiekwerk en sputterwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat die artikels maak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sveiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioletaankle, kalfaartwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die artikels gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrusting, wat die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstaloste, toonbanke, skerms en binnenshuise los- en vas toebehoere insluit;

staalwapening, wat die toesighouding oor die buig, plasing en vassit van staal in die regte posisie insluit;

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

houtwerk, wat die volgende insluit: timmerwerk, paneelwerk en die polering en skuur daarvan, houtwerkmasjinerie, draaiwerk, houtsneewerk, die aanbring van

sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal and covering of metal with woodwork, block and other flooring, including wood, linoleum, rubber, rubber compositions, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used; provided however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from the definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"Council" means the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry, registered in terms of section *nineteen* of the Act;

"country jobs" means all jobs situated within the area to which the scope of the Agreement applies but beyond a radius of eight miles from the main Post Office of any town or village where an employer may have his licensed place of business prior to the commencement of a job;

"emergency work" without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work, prescribed in clause 9 (1) and which is necessary to ensure the health or safety of the public or the carrying on of any other industry, business or undertaking, or any work which, owing to cause such as fire, storm, flood, accident or act of violence, must be performed without delay;

"labourer" means any person who is employed in any or all of the following operations, viz:—

- (a) Digging or taking out stone or soil for foundations, trenches, drains and channels, removing excavated stone and soil and shovelling materials into or removing them from mortar or concrete mixing machines and mixing mortar or concrete by hand with shovels;
- (b) loading or unloading materials and carrying mortar, bricks, stone, concrete or other materials;
- (c) cleaning used bricks and bagging down walls and ceilings;
- (d) lime-washing of foundations and lime-washing and the use of tar or similar products on buildings occupied and latrines to be used by Natives and/or rough timber such as floor joists and underside of ground floors;
- (e) chasing and cutting of walls and concrete floors for conduits, and drilling concrete;
- (f) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials and scaffold erecting under supervision of an artisan;
- (g) operating under the supervision of an artisan, a swing saw and stone polishing machinery (other than a small and a biax or similar type of portable spinner, flexible, cutting and finishing machine);
- (h) laying of concrete to levels and operating a concrete vibrator under supervision;
- (i) threading of piping under the supervision of an artisan;
- (j) (i) removing plaster from steel or wood surfaces in new buildings prior to painting;
 - (ii) washing down new galvanised surfaces with solutions provided brushes, blowlamps or paint removers are not used;
 - (iii) removing rust and scale from iron or steel surfaces, provided no chemicals are used;
 - (iv) cleaning down previously painted roofs, including wirebrushing prior to repainting;
 - (v) removing loose and flaking paint from gutters, downpipes, or other surfaces, provided a blow lamp or paint remover is not used;
 - (vi) assisting artisans in the cleaning or washing down of any surfaces, provided that no tools ordinarily employed by painters are used or artisans' work is done by the labourer;
 - (vii) scraping and rubbing down previously limewashed surfaces and not to include repairing of surfaces;
 - (viii) sandpaper of a grade not finer than Oakey's No. Strong 2 or equivalent may be used for any of the above cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
- (k) (i) cutting scaffold poles and props by two-handed saw;
 - (ii) cutting damp course and placing in position;
 - (iii) cutting of toothing and indents for pointing brickwork;

gegolde sinkplate, klank- en akoestiek materiaal, kurken en asbes isolasie, houtdraaiwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal en die bedekking van metaal met houtwerk, blok- en ander vloerwerk met inbegrip van hout, linoleum, rubber, rubberkompositie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax of dergelyke tipe draagbare poleermasjiene, buigsame sny-, afwerk- en poleermasjiene, bekisting en/of bereiding van vorms vir beton, afgesien daarvan of die persoon wat die artikel gemaak of berei het, wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie; met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van die omskrywing wanneer sodanige lêwerk iets bykomstig is by die verkoop van sodanige linoleum en geen deel uitmaak van die regstreekse koste aan die klant nie;

"Raad" die Nywerheidsraad vir die Bouwerywerheid, Pietermaritzburg en Noordelike Gebiede geregistreer ooreenkomsartikel *negentien* van die Wet;

"plattelandse werk" alle werk binne die gebied waarop hierdie Ooreenkoms van toepassing is maar buite 'n straal van agt myl vanaf die hoofposkantoor van enige stad of dorp waar 'n werkewer sy gelisensierte besigheidsplek mag hê voordat hy met so 'n stuk werk begin;

"hooiwerk", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werkure soos voorgeskryf in klosule 9 (1), verrig kan word nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek of die beoefening van enige ander nywerheid, saak of onderneming te verseker of enige werk wat weens oorsake soos 'n brand, storm, oorstrooming, ongeluk of gewelddaad sonder versuim verrig moet word;

"arbeider" enigiemand wat vir enige van of al die volgende werkzaamhede gebruik word, naamlik:—

- (a) Klip of grond uitgrawe of uithaal vir fondamente, slote, riele en kanale, uitgegraafde klip of grond verwijder, materiaal met grawe ingooi in of verwijder uit dagha- of betonmengmasjiene en dagha of beton met grawe meng;
- (b) materiaal op- of aftlaai, dagha, stene, klip, beton of ander materiaal dra;
- (c) gebruikte stene skoonmaak, en sakwerk aan mure en plafonne verrig;
- (d) fondamente awfyt en geboue en latrines wat geokkupeer en gebruik sal word deur Bantoes en/of ruwe timmerwerk soos vloerbalke en die onderkant van grondverdiepingvloere awfyt of met teer of 'n soort-gelyke stof behandel;
- (e) gleuwe of gate maak in mure en betonvloere vir leipype en gate in beton boor;
- (f) staalbewapeningsmateriaal bind of vasbind met draad en sodanige materiaal sny, buig, monteer, oprig en vas-sit, en steiers onder toesig van 'n ambagsman oprig;
- (g) 'n hangsaag en klippoleermasjienerie (uitgesondert 'n Mall en Biax of dergelyke tipe draagbare poleermasjiene, buigsame sny- en afwerkmasjiene) onder die toesig van 'n ambagsman bedien;
- (h) beton volgensvlak lê en met 'n betontriller onder toesig werk;
- (i) skroefdraad onder toesig van 'n ambagsman in pype sny;
- (j) (i) pleister van staal- of houtoppervlaktes in nuwe geboue verwijder voordat dit geverf word;
 - (ii) nuwe gegalvaniseerde oppervlaktes met oplossingsafwas mits geen kwaste, blaaslamp of verfverwyderingsmiddels gebruik word nie;
 - (iii) roes en ketelsteen van yster- of staaloppervlaktes verwijder, mits geen chemikalië gebruik word nie;
 - (iv) voorheen geverfde dakke skoonmaak en ook met 'n draadborsel afskuur voordat dit weer geverf word;
 - (v) los en geskilferde verf van geute, geuttype of ander oppervlaktes verwijder, mits geen blaaslamp of verfverwyderingsmiddel gebruik word nie;
 - (vi) ambagsmanne help met die skoonmaak en afwas van alle oppervlaktes, mits geen gereedskap wat gewoonlik deur skilders gebruik word, gebruik word nie of geen ambagswerk deur die arbeider verrig word nie;
 - (vii) die witkalk, afskraap en afvryf van oppervlaktes wat voorheen afgewit is, maar sonder om herstelwerk aan die oppervlaktes te verrig;
 - (viii) skuurpapier wat nie fyner mag wees nie as Oakey se No. Sterk 2 of die ekwivalent daarvan, mag vir enige van bogenoemde skoonmaakprosesse gebruik word, maar geen ander kwaste as skropborsels deur draadborsels mag gebruik word nie;
- (k) (i) steierpale en stutte met 'n treksaag afsaag;
 - (ii) voglæ sny en in posisie plaas;
 - (iii) in- en uitstandings sny vir voegstrykwerk aan steen-messelwerk;

- (iv) cutting hoop iron, bending and holing;
- (v) cutting, drilling, chasing and plugging in brick and concrete;
- (vi) cutting of roofing tiles with tile handcutting machine;
- (l) drawing off material from all wood-working machines;
- (m) erecting hoists under supervision;
- (n) (i) filling in blemishes of the face of finished articles using cement mixture and rubbing the face with a piece of sacking or brush;
- (ii) filling in joints between joint of brick and concrete beam under supervision;
- (iii) filling in joints and cleaning off all wall tiles, including jointing and pointing of glazed tiles;
- (iv) fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
- (o) (i) grouting in joints and filling backs of stonework after fixing;
- (ii) grouting in bricks and floor tiles and cleaning off;
- (p) (i) hoisting shuttering and placing in position, but not fixing;
- (ii) hoisting of steel and laying into position under supervision;
- (d) operator of a Mall and Biax or similar type of portable solution;
- (r) raking out of brick joints and preparation of surfaces for plastering;
- (s) treating timber with preservative under supervision;
- (t) engaged under supervision on all or any of the following:—
 - (i) Stripping shuttering;
 - (ii) operator of a hoist;
 - (iii) operator of a concrete or mortar mixer or any similar machine;
 - (iv) caulking of joints in drains;
 - (v) feeding material to roller-fed wood-working machines;
- (u) assisting artisans wherever necessary and not to perform skilled work.

“lock-up” means any shed, room, workshop, factory or similar place, constructed of four walls and roof, which can be securely locked, to provide a place for the safe-keeping of employees’ tools and working clothes;

“nightwatchman and/or patrolman” means any person engaged in guarding premises, buildings, gates or other property;

“operator” means any person who is engaged in all or any of the following capacities:—

- (a) Driver of a mechanical vehicle;
- (b) operator of floor sand-papering machine;
- (c) operator of a power-driven tile-cutting machine;
- (d) operator of a Mall and Biax or similar type of portable spinner on slate or terrazzo surfaces;
- (e) operate a belt-driven sliding-table sanding machine;

“overtime” means all time worked in excess of the hours prescribed in clause 8 (1) of this Agreement;

“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;

“Registered Holiday Fund Number” means the contribution book number allotted to an employee by the Council when application is made for such a contribution book, in terms of clause 23 (6) (b) of this Agreement, and which number shall be recorded by the Council against the name of the employee to whom such number was allotted;

“suitable sleeping accommodation” means a waterproof shelter capable of being securely locked, with a wooden floor and necessary washing and lavatory accommodation; and in addition stretchers and mattresses will be supplied by the employer;

“structure” means any construction in the nature of or incidental to buildings and shall include—

- (a) any portion of a building, whether erected or constructed separately or in conjunction with any other portion(s) of a building; and
- (b) boundary, garden and retaining walls, monuments, and memorials of all types, excluding gravestones and cemetery memorials;

“supervision”, unless in conflict with the context of any other specific provisions of the Agreement, means the supervision of an employer or of an employee receiving remuneration at a rate not less than that prescribed in clause 4 (1) of this Agreement. The act of supervising means remaining within such a distance of the work to be supervised that all details of such work can reasonably be observed;

“task-work” means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition of the wage prescribed in clause 4 of this Agreement;

“trainee” means an employee serving a period of training in terms of the provisions of the Training of Artisans Act, No. 38 of 1951;

- (iv) hoepelyster sny, buig en gate daarin maak;
- (v) stene en beton sny, boor, gleuve daarin maak en proppe daarin aanbring;
- (vi) dakpanne met ‘n handteelmasjien sny;
- (l) materiaal van alle houtwerkmasjiene wegneem;
- (m) hysers onder toesig oprig;
- (n) (i) gate of duike in die voorvlak van afgewerkte artikels oopval met ‘n sementmengsel en die voorvlak afvryf met ‘n stuk sak of ‘n borsel;
- (ii) voëe tussen steenwerk en betonbalk onder toesig oopval;
- (iii) voëe oopval en alle muurteëls skoonmaak, met inbegrip van die voëe en voegstrykwerk tussen geglasuurde teëls;
- (iv) hoepelyster, staal- of draadverstywers aanbring om bekisting te versterk;
- (o) (i) bryvulling van voëe en die oopval van die agterkant van kliptwerk nadat dit gelê is;
- (ii) bryvulling van stene en vloerteëls en die skoonmaak daarvan;
- (p) (i) bekisting hys en in posisie plaas maar dit nie vassit nie;
- (ii) staal onder toesig hys en in posisie plaas;
- (q) oppervlaktes met bitumineuse of waterdigtingsoplosings as grondlaag verf;
- (r) voëe tussen stene uitkrap en oppervlaktes gereed maak vir pleisterwerk;
- (s) timmerhout onder toesig met preserveermiddel behandel;
- (t) onder toesig gebruik word vir enige van of al die volgende werkzaamhede:—
 - (i) Bekisting afbreek;
 - (ii) bediening van ‘n hystoestel;
 - (iii) bediening van ‘n beton- of daghamenger of ‘n soortgelyke masjien;
 - (iv) kalfaterwerk aan lasplekke in rioolpype;
 - (v) materiaal onder toesig voer in houtwerkmasjiene met roltoevoer:

(u) ‘n Ambagsman help waar nodig maar nie geskoold arbeid verrig nie.

“toesluitplek” ‘n skuur, kamer, werkinkel, fabriek of soortgelyke plek wat uit vier mure en ‘n dak bestaan en wat stewig toegesluit kan word ten einde die gereedskap en werklike van werknemers veilig te bewaar;

“nagwag en/of patroolleerde” enige wat gebruik word om persele, geboue, hekke of ander eiendom te bewaak; “bediener” enigemand wat gebruik word in enige van of al die volgende hoedanighede:—

- (a) Bestuurder van ‘n meganiese voertuig;
- (b) bediener van ‘n vloerskuurmajien;
- (c) bediener van ‘n kragaangedrewe teëlsnymasjien;
- (d) bediener van ‘n Mall en Biax en soortgelyke tipe draagbare poleermasjien op leiklip- en terrassooppervlaktes;
- (e) bediener van ‘n bandskuifskuuder;

“oortydwerk” alle tyd wat daar langer gewerk is as die ure voorgeskryf in klousule 8 (1) van die Ooreenkoms;

“stukwerk” enige werkstelsel waarvolgens die minimum loon waarop ‘n werknemer geregtig is, uitsluitlik bereken word op die hoeveelheid werk wat verrig of geproduseer is, afgesien van die tyd wat aan sodanige werk bestee is;

“geregistreerde Vakansiefondsnommer” die bydraeboeknommer wat die Raad aan ‘n werknemer toegewys het toe daar ooreenkomsdig die bepalings van klousule 23 (6) (b) van die Ooreenkoms aansoek om sodanige boek gedoen is, en dié nommer moet deur die Raad aangeteken word teenoor die naam van die werknemer aan wie die nommer toegeken is;

“geskikte slaapplek” ‘n waterdigte skuiling wat stewig toegesluit kan word, met ‘n houtvloer en die nodige was- en latrineruimte; en daarbenewens moet kampbeddens en matrasses deur die werkewer verskaf word;

“bouwerk” enige bouwerk soortgelyk aan of wat hoort by geboue en omvat dit—

(a) enige gedeelte van ‘n gebou, hetby dit afsonderlik of saam met enige ander gedeelte/gedeeltes van ‘n gebou opgerig of gebou is; en

(b) grens, tuin-, en keermure, monumente en gedenktekens van alle soorte, uitgesonderd grafstene en begraafplaasgedenktekens;

“toesighouding”, tensy strydig met die samehang van enige ander spesifieke bepalings van die Ooreenkoms, die toesighouding van ‘n werkewer of van ‘n werknemer wat ‘n besoldiging ontvang van minstens dié voorgeskryf in klousule 4 (1) van die Ooreenkoms. Daadwerlike toesighouding beteken om binne so ‘n afstand van die werk waaroer toesig gehou moet word, te bly dat alle besonderhede van sodanige werk redekerwys in die oog gehou kan word;

“taakwerk” enige werkstelsel waarvolgens die minimum hoeveelheid werk wat in ‘n bepaalde tyd verrig of geproduseer moet word, vasgestel word as ‘n voorwaarde van die loon voorgeskryf in klousule 4 van die Ooreenkoms;

“kwekeling” ‘n werknemer wat ‘n opleidingstydperk deurmaak ooreenkomsdig die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951;

"wage" means the hourly wage prescribed in clause 4 (1) of this Agreement provided that where an employer regularly pays an employee an amount higher than that prescribed in clause 4 (1), it means such higher amount;

"working employer or partner" means any employer or any partner in a partnership or director of a company which carries out work in the Building Industry who himself performs work similar to that carried out by employees in the Industry.

4. WAGES.

(1) Subject to the provisions of sub-clauses (2), (3), (4), (5) and (6) of this clause, no employer shall pay, and no employee shall accept, wages at rates lower than the following:—

Artisans in all trades: 73½ cents per hour.

(2) The wages prescribed shall include cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased, the remuneration prescribed herein shall be increased accordingly, provided that the difference between the rates of remuneration herein prescribed and the corresponding rates prescribed in clause 4 (2) of the Agreement published in Government Notice No. 1470 of the 20th September, 1957, as amended, shall for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowances in the determination of the relevant adjustments.

(3) *Differential Wage.*—An employee for whom wages are not prescribed and who, on any day performs for longer than one hour in the aggregate, work for which wages are prescribed in sub-clause (1) of this clause, shall be paid at the rate of an artisan's wage for all the hours worked on that day.

(4) *Payment for Shift Work.*—Subject to the provisions of clause 8 (3) of this Agreement an artisan working any shift, other than within the hours prescribed in clause 8 (1) of this Agreement, shall be paid at the rate of his hourly wage plus 10 per cent.

(5) *Payment for Dangerous Work.*—In addition to his hourly wage, an employee shall be paid not less than 10 per cent of such wage in respect of each hour or part of an hour during which he is engaged in performing dangerous work. For the purpose of this sub-clause "dangerous work" means any work—

- (a) classified as dangerous in any statute, provincial ordinance, municipal by-law or in any regulation relating to the Building Industry and operative in any area in which such work is performed;
- (b) performed at a height of more than 30 feet from ground level on or from a swinging scaffold, boatswain's chair, or on a roof or extension ladder, on a building or structure (other than a new building or structure in course of erection) in connection with the renovation, alteration, repair or maintenance of such building or structure, the erection of illuminations or the hanging of bunting;
- (c) performed on an independent chimney or steel stacks at a height of more than 30 feet from ground level;
- (d) performed in old sewers.

(6) *Suspension of Employment.*—An employer may suspend the employment of any employee on account of inclement weather and shall not be liable for payment of any remuneration during the period of such suspension.

5. PROHIBITION OF PIECE-WORK AND TASK-WORK AND LABOUR-ONLY CONTRACTS.

(1) The giving out by employers or the performance by employees of work on a piece-work basis or any system of payment of labour by which earnings of an employee are based or calculated upon quantity of work performed is prohibited. The provisions of this clause shall apply notwithstanding the fact that the employee may supply a small quantity of the material or plant required.

(2) Notwithstanding the provisions of sub-clause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 8, 9 and 23 of this Agreement, or in terms of any other agreement entered into between the parties, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in sub-clauses (3) and (4) hereunder; provided further that apprentices shall not be allowed to participate in such incentive scheme.

(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 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.

"loon" die uurloon voorgeskryf in klosule 4 (1) van die Ooreenkoms; met dien verstande dat waar 'n werkewer 'n werkewer gereeld 'n hoër bedrag betaal as dié voorgeskryf in klosule 4 (1), dit sodanige hoër bedrag beteken; 'werkende werkewer of vennoot' 'n werkewer of vennoot in 'n vennootskap of 'n direkteur van 'n maatskappy—wat werk in die Bouwyeverheid verrig—wat self werk doen wat soortgelyk is aan dié wat deur die werkewers in die Nywerheid verrig word.

4. LONE.

(1) Behoudens die bepalings van subklousules (2), (3), (4), (5) en (6) van dié klosule, mag geen loon wat laer is as die volgende, deur 'n werkewer betaal en deur 'n werkewer aangeneem word nie:—

Ambagsmanne in alle ambagte: 73½ sent per uur.

(2) Die voorgeskrewe lone sluit die lewenskostetoeleae in wat by Oorlogsmaatreel No. 43 van 1942, soos gewysig, voorgeskryf word. Indien die lewenskostetoeleae wat ooreenkomsdig die bepalings van Oorlogmaatreel No. 43 van 1942, soos gewysig, of enige plaasvervanginge of vervangende wetgewing betaalbaar is, verhoog word, moet die besoldiging wat hierin voorgeskryf word, dienooreenkomsdig verhoog word, met dien verstande dat die verskil tussen die besoldiging hierin voorgeskryf en die ooreenstemmende besoldiging voorgeskryf in klosule 4 (2) van die Ooreenkoms wat gepubliseer is by Goewermentskennisgewing No. 1470 van 20 September 1957, soos gewysig, vir die toepassing van genoemde Oorlogsmaatreel, of plaasvervanginge of vervangende wetgewing, tel as lewenskostetoeleae by die bepaling van die toepaslike aanpassing.

(3) *Differensiële lone.*—'n Werkewer wat op 'n bepaalde dag altesaam vir meer as een uur werk verrig waarvoor lone in subklousule (1) van dié klosule voorgeskryf is, moet vir al die ure op daardie dag gewerk, betaal word teen die vakman se loon.

(4) *Betaling vir skofwerk.*—Behoudens die bepalings van klosule 8 (3) van die Ooreenkoms, moet 'n ambagsman wat 'n ander skof werk as dié binne die ure voorgeskryf in klosule 8 (1) van die Ooreenkoms, sy uurloon plus 10 persent betaal word.

(5) *Betaling vir gevaaileke werk.*—Benewens sy uurloon, moet 'n werkewer minstens 10 persent van sodanige loon betaal word ten opsigte van elke uur of deel van 'n uur waarin hy gevaaileke werk verrig. Vir die toepassing van hierdie subklousule beteken „gevaaileke werk“ enige werk—

- (a) wat in enige wet, provinsiale ordonnansie, munisipale verordening of in enige regulasie betreffende die Bouwyeverheid, wat van krag is in 'n gebied waarin sodanige werk verrig word, as gevaaileke geklassifiseer word;
- (b) wat op 'n hoogte van meer as 30 voet van die grond af of van 'n swaaiende steier af of van 'n hangstoel af of op 'n dak van 'n skuifleer, aan 'n gebou of bouwerk (uitgesonderd 'n nuwe gebou of bouwerk wat nog opgerig word) uitgevoer word in verband met die opknapping, verbouing, herstel of onderhoud van sodanige gebou of bouwerk, die aanbring van ligte of die ophang van feestooisels;
- (c) wat aan 'n alleenstaande skoorsteen of staalbundel verrig word op 'n hoogte van meer as 30 voet van die grond af;
- (d) wat in ou riale verrig word.

(6) *Opskorting van diens.*—'n Werkewer mag die diens van 'n werkewer opskort weens gure weer, en hy is nie vir die betaling van enige besoldiging gedurende die tydperk van sodanige opskorting aanspreeklik nie.

5. VERBOD OP STUKWERK EN TAAKWERK EN KONTRAKTE SLEGS VIR ARBEID.

(1) Die uitbesteding deur werkewers, of die verrigting deur werkewers, van werk op 'n stukwerkgrondslag of volgens enige stelsel van betaling waarby die verdienste van 'n werkewer gegeond of bereken word op die hoeveelheid werk wat verrig is, word verbied. Die bepalings van dié klosule is van toepassing ondanks die feit dat die werkewer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, mag verskaf.

(2) Ondanks die bepalings van subklousule (1) en behoudens die voorwaarde dat geen werkewer minder betaal mag word nie as die bedrag waarop hy kragtens klosules 4, 8, 9 en 23 van die Ooreenkoms of ooreenkomsdig die bepalings van enige ander ooreenkoms wat deur die partye aangegaan is, geregtig sou gewees het, mag 'n werkewer 'n werkewer se besoldiging baseer op die hoeveelheid werk wat verrig of geproduseer is; met dien verstande dat so 'n stelsel van besoldiging nie toelaatbaar is nie behalwe in die vorm van 'n aansporingskema ten opsigte waarvan daar ooreenkomsdig die bepalings van subklousules (3) en (4) hieronder ooreengekom is; voorts met dien verstande dat vakkleerlinge nie toegelaat word om aan so 'n aansporingskema deel te neem nie.

(3) 'n Werkewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werkewers in die lewe roep wat ooreen moet kom oor die bepalings van so 'n skema.

(4) Die bepalings van so 'n aansporingskema en alle latere wisselings daarvan waaraan die komitee mag ooreengekom het, moet op skrif gestel en onderteken word deur die lede van die komitee, en dit mag nie deur die komitee verander of deur enige van die partye beëindig word nie tensy die partye wat die skema wil verander of beëindig, skriftelik aan die ander party kennis gegee het vir 'n tydperk waaraan die partye ooreen mag kom wanneer hulle so 'n ooreenkoms aangaan.

- (5) (a) No employer shall give out work on a labour-only contract basis.
 (b) No employee shall perform work on such a basis.

6. PAYMENT OF WAGES AND OVERTIME.

(1) Except where otherwise provided in this agreement, all wages, earnings for overtime and all other remunerations shall be paid in cash weekly, on Fridays or on termination of employment if this takes place before the ordinary pay day of the person concerned. Payments may, however, be made on days other than Fridays with the prior consent, in writing, of the Council. When Friday is a holiday in the Industry, payment shall be made on the Thursday preceding.

(2) Wages, earnings for overtime and all other remunerations shall be handed to employees not later than finishing time on pay day, in sealed envelopes bearing the name of the employee and employer, total number of hours worked, including overtime, the amount of wages payable, any deductions which may have been made, and amount enclosed, and also the date of payment. Such envelope or container shall remain the property of the employee.

(3) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions, or cause a set-off to be made against any debt, from his employee's remuneration other than the following:—

- (a) Deductions referred to in clauses 18 and 23 of this Agreement;
- (b) with the written consent of his employee, a deduction for sick benefit, insurance, savings, provident or pension funds;
- (c) a deduction of any amount which an employer by any statutory law or any order of any competent court is required or permitted to make;
- (d) with the written consent of an employee, deductions in respect of subscriptions to a trade union.

(4) *Premiums.*—No payment shall be made to or accepted by an employer either directly or indirectly, in respect of the employment or training of an employee.

(5) Subject to the provisions of clause 10 of this Agreement, an employer shall in the case of non-compliance with sub-clause (1) of this clause, on termination of employment, pay such employee all wages, allowances and other remuneration right up to the time such payment is made, in respect of every working hour or part of working hour from the time of termination of employment till the time of final payment.

7. TRAVELLING ALLOWANCE, TRANSPORT, TRAVELLING TIME, SLEEPING ACCOMMODATION AND COUNTRY JOBS.

(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of three miles from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of two and a half cents for every half ($\frac{1}{2}$) mile or portion of half mile of the distance beyond such three-mile radius. The allowance shall be payable for one way daily; provided that in the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, the site of such work shall for the duration thereof be deemed to be his head office in relation to any employee engaged in such town.

(2) An employer shall be entitled to provide or pay for transport both ways in lieu of the travelling allowance as may be payable in terms of sub-clause (1) of this clause. Transport by railway shall be at second class fare.

(3) Time spent in travelling shall be outside the hours of work prescribed in clause 8 (1) of this Agreement.

(4) Any employee entitled to transport allowance shall be entitled to payment thereof weekly.

5. Where an employee is sent to work at more than one job on the same day, the time spent in travelling from job to job shall be paid for as time worked at the rates prescribed in clause 4 of this Agreement.

(6) The following transport allowance and/or allowance for sleeping accommodation shall be paid by an employer to an employee sent by him to work on a country job:—

- (a) Where the employee is able to and does return to his home every day—
 - (i) in the case of employees falling under clause 4 (1) of this Agreement, a return second-class railway fare daily. Only time worked on a job shall be paid for.
- (b) Where the employee is unable to return to his home daily—
 - (i) in the case of those employees falling under clause 4 (1) of this Agreement, a second-class return railway fare, or transport to and from the place of work at the beginning and termination of such work. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned;

- (5) (a) Geen werkewer mag werk op 'n kontrakgrondslag van „slegs arbeid” uitbestee nie;
 (b) Geen werknemer mag werk op so 'n grondslag verrig nie.

6. BETALING VAN LONE EN OORTYDBESOLDIGING.

(1) Behoudens andersluidende bepalings in die Ooreenkoms, moet alle lone, oortydbesoldiging en alle ander besoldiging weekliks in kontant betaal word op Vrydae of by diensbeëindiging as dit voor die gewone betaaldag van die betrokke persoon plaasvind. As die skriftelike toestemming van die Raad vooraf verkry is, kan betalings egter op ander dae as Vrydae geskied. Wanneer Vrydag 'n vakansiedag in die Nywerheid is, moet betaling geskied op die Donderdag wat dit voorafgaan.

(2) Lone, oortydbesoldiging en alle ander besoldiging moet voor of op die sluitingstyd op die betaaldag aan die werknemers oorhandig word in verselle koeverte waarop die naam van die werknemer en werkewer, die totale getal ure gewerk, met inbegrip van oortydwerk, die bedrag wat aan loon betaalbaar is en alle aftrekings wat gemaak mag wees, en die bedrag wat ingesluit is, asook die datum van betaling, gemeld moet word. Sodanige koevert of houer bly die eiendom van die werknemer.

(3) *Boetes en aftrekkings.*—'n Werkewer mag nie sy werknemer beboet nie, en met uitsondering van die aftrekkings hieronder genoem, mag hy geen bedrag van sy werknemer se besoldiging aftrek of by wyse van skuldvergelyking terughou nie:—

- (a) Die aftrekking genoem in klosules 18 en 23 van die Ooreenkoms;
- (b) met die skriftelike toestemming van sy werknemer, aftrekkings vir siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse;
- (c) die aftrekking van enige bedrag wat 'n werkewer ingevolge of kragtens 'n wetteregtelike bepaling of bevel van 'n bevoegde hof moet maak of toegelaat word om te maak;
- (d) met die skriftelike toestemming van 'n werknemer, aftrekkings vir ledegeld aan 'n vakvereniging.

(4) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreks of onregstreks aan 'n werkewer betaal of deur hom aangeneem word nie.

(5) Behoudens die bepalings van klosule 10 van die Ooreenkoms, moet 'n werkewer in gevalle waar die bepalings van sub-klosule (1) van dié klosule nie nagekom word nie, by diensbeëindiging van 'n werknemer, aan sodanige werknemer alle loon, toelae en ander besoldiging tot op die tydstip waarop sodanige betaling gedoen word, betaal ten opsigte van elke uur of gedeelte van 'n uur gewerk vanaf die tyd van diensbeëindiging tot die typerk waarop die finale betaling gedoen word.

7. REISTOELAE, VERVOER, REISTYD, SLAAPPLEK EN PLATTELANDSE WERK.

(1) Wanneer daar gewerk word op 'n plek geleë binne 'n gebied waarop hierdie Ooreenkoms van toepassing is, maar nie binne 'n straal van drie myl vanaf die vermaakte poskantoor van die dorp waarin die hoofkantoor van die werkewer geleë is nie, moet genoemde werkewer aan 'n werknemer wat met so 'n werk besig is, 'n toelae betaal van $2\frac{1}{2}$ sent vir elke half ($\frac{1}{2}$) myl of gedeelte van 'n halfmyl van die afstand buite sodanige straal van drie myl. Die toelae is daagliks vir een rigting betaalbaar; met dien verstaande dat in die geval van 'n werkewer wat werk ondernem in 'n dorp wat nie voor die begin van sodanige werk die setel van sy onderneming was nie, die terrein van sodanige werk vir die duur daarvan as sy hoofkantoor beskou word met betrekking tot enige werknemer wat in sodanige dorp in diens geneem word.

(2) 'n Werkewer is daartoe geregtig om in plaas van die reistoelae wat ingevolge subklosule (1) van dié klosule betaalbaar mag wees, vervoer in albei rigtings te verskaf of daarvoor te betaal. Waar spoorwegvervoer gebruik word, is die reisgeld dié vir die tweedeklas.

(3) Reistyd val buite die werkure voorgeskryf in klosule 8 (1) van die Ooreenkoms.

(4) 'n Werknemer wat op 'n vervoertoelae geregtig is, is geregtig om dit weekliks te ontvang.

(5) Waar 'n werknemer op dieselfde dag na meer as een werk gestuur word om daar te gaan werk, moet daar vir die tyd wat bestee word om van die een werk na die ander te reis betaal word as tyd gewerk teen die loon voorgeskryf in klosule 4 van die Ooreenkoms.

(6) Die werkewer moet ondergenoemde vervoertoelae en/of toelae vir slaapplek betaal aan 'n werknemer wat hy na 'n plattelandse werk stuur om daar te werk:—

- (a) Waar die werknemer in staat is om elke dag na sy huis terug te keer en dit wel doen—
 - (i) die koste van 'n daagliks spoorwegrekoertjie, 2de klas, in die geval van werknemers wat onder klosule 4 (1) van die Ooreenkoms ressorteer. Daar word slegs betaal vir die tyd aan 'n stuk werk bestee.
- (b) Waar die werknemer nie in staat is om elke dag na sy huis terug te keer nie—
 - (i) die koste van 'n spoorwegrekoertjie, tweede klas, in die geval van daardie werknemers wat onder klosule 4 (1) van hierdie Ooreenkoms ressorteer, of vervoer na en van die werkplek aan die begin en einde van sodanige werk. Vir die tyd wat gedurende die gewone werkure deur 'n reis in beslag geneem word, word daar betaal teen die uurloon van die betrokke werknemer;

- (ii) suitable sleeping accommodation in proximity to the place of work shall be provided. Alternatively, in the case of those employees falling under clause 4(1) of this Agreement, an allowance of R1.25 per working day in lieu thereof;
- (iii) an employee able to proceed to his home at the weekend and returning by the ordinary starting time on Monday (or on Tuesday if any of the statutory holidays fall on Monday) shall be entitled, in the case of those employees falling under clause 4(1) of this Agreement, to a second-class return railway fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken. Wages shall not be payable in respect of any time spent in travelling during such week-ends.

8. HOURS OF WORK.

(1) Subject to the provisions of sub-clause (4) of this clause and clause 9 of this Agreement, an employer shall not require or allow employees to work and an employee shall not work earlier than 7 a.m. or later than 5 p.m. on any one day and the break for lunch shall start at 12 noon and shall continue to 1 p.m.

(2) The ordinary working hours shall not exceed 45 hours per week from Mondays to Fridays.

(3) (a) An employer may engage employees to work two or three shifts during any period of 24 hours, except on Sundays, provided, however, that no employee shall work more than one shift in any period of 24 hours except under conditions prescribed in clause 9 of this Agreement.

(b) Where three shifts are being worked one of the shifts shall be worked within the times prescribed in sub-clause (1) of this clause. In the case where two shifts only are worked, an employee shall not start work earlier than 6 a.m. or finish later than 3 p.m. for the first shift or start work earlier than 3 p.m. or finish later than 12 midnight for the second shift; an employee working any shift other than the shift laid down in sub-clause (1) shall be paid in accordance with the provisions of clause 4(4) of this Agreement.

(c) An employer, before employing employees to work in any two or more shifts shall notify the Council, in writing, of such intention and shall state the hours in which each shift shall be worked.

(4) No employee or working employer shall solicit, undertake or perform any work in the Building Industry, whether for remuneration or not, outside the hours prescribed in or as may be laid down in accordance with this clause, nor on Saturdays or Sundays, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day, Good Friday or Easter Monday, or during the holiday period prescribed in clause 23 of this Agreement, either on his own account or on behalf of any other person or persons, unless the consent of the Council has first been obtained, in writing, save that such employee or working employer may perform work for himself only.

9. OVERTIME.

(1) An employer shall not require or allow an employee to work overtime except—

- (a) with the written permission of the Council where the exigencies of the particular case demands consideration, application for which shall be lodged with the Council in writing before 12 noon on the business day of which such overtime is to be worked or, in the case of work to be performed on a Saturday or a Sunday, before 12 noon on the Thursday preceding. The applicant shall state—
 - (i) his name and address;
 - (ii) the nature of the work to be executed;
 - (iii) the place where, the date on which and the times when it is to be commenced and completed;
 - (iv) the number and categories of employees involved;
 - (v) the reasons why it should be executed outside the hours prescribed in sub-clause (1) of clause 8 of this Agreement.

(b) in the case of emergency work, in which case the employer who caused such work to be executed shall, not later than 1 p.m. on the Council's next succeeding business day, deliver to the Council a statement in writing setting forth—

- (i) his name and address;
- (ii) the nature of the work executed;
- (iii) the place where, the date on which and the times when it was commenced and completed;
- (iv) the number and categories of employees involved;
- (v) the reason why permission was not applied for in terms of paragraph (a) of this sub-clause.

(ii) moet geskikte slaapplek naby die werkplek verskaf word; so nie, moet 'n toelae van R1.25 per werkdag in plaas daarvan betaal word in die geval van daardie werknemers wat onder klosule 4(1) van die Ooreenkoms ressorteer;

(iii) is 'n werknemer wat daartoe in staat is om vir die naweek huis toe te gaan en om teen die gewone begin-tyd op Maandag (of op Dinsdag, as enigeen van die wetteregtelike vakansiedae op 'n Maandag val) terug te wees, in die geval van daardie werknemers wat onder klosule 4(1) van die Ooreenkoms ressorteer, geregty op die koste van 'n spoorwegreertaartjie, tweedeklas, oor naweke, maar geen bedrag word in plaas van sodanige vervoerkoste betaal as die reis nie onderneem word nie. Lone is nie betaalbaar ten opsigte van enige tyd wat gedurende sodanige naweek aan reise bestee word nie.

8. WERKURE.

(1) Behoudens die bepalings van subklosule (4) van dié klosule en klosule 9 van die Ooreenkoms, mag 'n werkewer nie sy ambagsmanne verplig of toelaat om vroeëer as 7 v.m. te begin werk of om na 5 nm. op 'n bepaalde dag op te hou nie, en die etenspouse moet om 12-uur middag begin en tot 1 nm. duur.

(2) Die gewone werkure mag hoogstens 45 uur per week van Maandag tot Vrydag wees.

(3) (a) 'n Werkewer mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur, uitgesondert Sondae, te werk, met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie behalwe op die voorwaardes voorgeskryf in klosule 9 van die Ooreenkoms.

(b) Waar daar drie skofte gewerk word, moet een van die skofte gewerk word binne die ure voorgeskryf in subklosule (1) van dié klosule. Waar daar slegs twee skofte gewerk word, mag 'n werknemer in die geval van die eerste skof nie vroeëer as 6 v.m. begin of later as 3 nm. eindig nie, en in die geval van die tweede skof vroeëer as 3 nm. begin of later as 12-uur middernag eindig nie; 'n werknemer wat 'n ander skof werk as dié voorgeskryf in subklosule (1), moet ooreenkomsdig die bepalings van klosule 4(4) van die Ooreenkoms betaal word.

(c) Voordat 'n werkewer werknemers in diens neem om twee of meer skofte te werk, moet hy die Raad skriftelik van sodanige voorneme in kennis stel en meld wat die ure vir elke skof sal wees.

(4) Geen werknemer of werkende werkewer mag buite die ure voorgeskryf in of vasgestel ooreenkomsdig die bepalings van hierdie klosule of op Saterdae of Sondae, Hemelvaartsdag, Geloofdag, Kersdag, Nuwejaarsdag, Goeie Vrydag of Paasmaandag of gedurende die vakansietydperk voorgeskryf in klosule 23 van die Ooreenkoms, enige werk in die Bouwywerheid, hetsy teen besoldiging of nie, vra, onderneem of verrig nie, hetsy vir eie rekening of ten behoeve van 'n ander persoon of persone, tensy die skriftelike toestemming van die Raad vooraf verkry is, maar sodanige werknemer of werkende werkewer mag werk slegs vir homself verrig.

9. OORTYD.

(1) 'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe—

(a) met die skriftelike toestemming van die Raad, waar die vereistes van die besondere geval oorweging vereis, en aansoek om sodanige toestemming moet voor 12-uur middag op die besigheidsdag waarop sodanige oortyd verrig moet word of, in die geval van werk wat op 'n Saterdag of 'n Sondag verrig moet word, voor 12-uur middag op die vorige Donderdag skriftelik by die Raad ingedien word. Die applikant moet die volgende besonderhede meld:—

- (i) Sy naam en adres;
- (ii) die aard van die werk wat uitgevoer moet word;
- (iii) die plek waar, die datum waarop en die tye wanneer die werk begin en voltooi sal word;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die rede waarom die werk verrig moet word buite die ure voorgeskryf in subklosule (1) van klosule 8 van die Ooreenkoms;

(b) in die geval van noodwerk, wanneer die werkewer wat sodanige werk laat verrig het, nie later nie as 1 nm. op die Raad se eersvolgende besigheidsdag 'n skriftelike verklaring wat die volgende besonderhede bevat, by die Raad moet indien:—

- (i) Sy naam en adres;
- (ii) die aard van die werk wat uitgevoer is;
- (iii) die plek waar, die datum waarop en die tye wanneer die werk begin en voltooi is;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die rede waarom daar nie ingevolge die bepalings van paragraaf (a) van dié subklosule om toestemming aansoek gedoen is nie.

(2) Overtime shall be paid to all employees for whom wages are prescribed in clause 4 (1) of this Agreement at the rate of—

(a) the hourly wage in respect of the first two hours overtime worked per day from Mondays to Fridays, inclusive; provided that those employees shall also be paid in addition to their hourly wage an amount equal to the Holiday Fund payment prescribed in terms of clause 23 (4) (b) of this Agreement, in respect of each hour or part of an hour worked in terms of this sub-paragraph;

(b) one and a quarter times his hourly wages in respect of each hour or part of an hour worked—

(i) in excess of two hours overtime per day from Mondays to Fridays;

(ii) prior to noon on Saturdays;

(c) one and a third times his hourly wages in respect of each hour or part of an hour worked—

(i) after noon on Saturdays;

(ii) on Sundays and until 7 a.m. on Monday;

(iii) on the public holidays prescribed in clause 23 (3) of this Agreement;

(iv) during the holiday period prescribed in clause 23 (1) of this Agreement.

(3) The ordinary working hours plus overtime shall in no case exceed 56 hours per week. No employee shall be permitted to work more than four hours overtime in any one working day.

(4) An employer who requires or permits an employee to work overtime, after the Council or its agent has required the discontinuance of such overtime, shall be guilty of an offence.

10. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating an engagement with an employer and an employer desirous of terminating the services of an employee shall give not less than one hour's notice of such termination of employment to the employer or employee as the case may be, provided that employment in any case shall not cease before ordinary finishing time, subject to

(a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided herein.

(2) An employee engaged as a carpenter or joiner shall, during the period of notice referred to in sub-clause (1) of this clause be allowed to put his tools in working order, except in the case of an employee who has worked for less than five days; otherwise an employee shall be allowed fifteen minutes before finishing time on the day of termination of employment to pack his tools away.

(3) An employee who gives notice to an employer shall—

(a) work during the minimum period of such notice at the work for which he was engaged;

(b) where he requires payment of wages due to be made on termination of employment, give his notice to the employer at the normal starting time on the day of such termination.

(4) No notice of termination of employment shall be required unless the employee concerned has worked for at least three consecutive days with the same employer.

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

11. STORAGE AND PROVISION OF TOOLS, ETC.

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. All employees' tools in workshops and lock-ups on jobs shall be insured by the employer against loss by fire and theft, and when such tools are not insured the employer shall be responsible to make good such loss up to an amount not exceeding R60 (sixty rand) per employee. This shall not apply to jobbing work.

(2) An employee wishing to claim compensation from his employer for loss, damage and/or theft of tools, shall lodge a written application with the Council in such form as the Council may determine; provided that no application shall be considered by the Council unless an applicant has—

(a) prior to the loss, damage and/or theft furnished the employer with a written inventory of the tools placed in the lock-up concerned;

(b) reported the loss, damage and/or theft of his tools to the Police as soon as practicable; and

(c) supplied the Council with such relevant information as the Council may require.

(2) Daar moet aan alle werknemers vir wie lone in klosule 4 (1) van die Ooreenkoms voorgeskryf word, oortydbesoldiging betaal word teen—

(a) die uurloon ten opsigte van die eerste twee uur oortyd per dag gewerk vanaf Maandag tot en met Vrydag; met dien verstande dat daar benewens hul uurloon, ook 'n bedrag gelykstaande met die vakansiefondsbeloning voorgeskryf ingevolge klosule 23 (4) (b) van die Ooreenkoms betaal word, ten opsigte van elke uur of gedeelte van 'n uur ingevolge dié subparagraaf gewerk;

(b) een en 'n kwart maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) langer as twee uur oortyd per dag vanaf Maandag tot Vrydag;

(ii) gewerk voor 12-uur middag op Saterdag;

(c) een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) na 12-uur middag op Saterdag;

(ii) op Sondag en tot 7 v.m. op Maandag;

(iii) op die openbare vakansiedae voorgeskryf in klosule 23 (3) van die Ooreenkoms;

(iv) gedurende die vakansietydperk voorgeskryf in klosule 23 (1) van die Ooreenkoms.

(3) Die gewone werkure plus oortydure mag in geen geval meer as 56 uur per week beloop nie. Geen werknemer mag toegelaat word om meer as vier uur op 'n bepaalde werkdag oortyd te werk nie.

(4) 'n Werkewer wat van 'n werknemer vereis of hom toelaat om oortyd te werk, nadat die Raad of sy agent vereis het dat sodanige oortyd gestaak moet word, begaan 'n oortreding.

10. DIENSBEËINDIGING.

(1) 'n Werknemer wat 'n verbintenis met 'n werkewer wil beëindig en 'n werkewer wat die dienste van 'n werknemer wil beëindig, moet minstens een uur vooraf van sodanige diensbeëindiging kennis gee aan die werkewer of die werknemer, na gelang van die geval, met dien verstande dat diens in geen geval voor die gewone sluitingstyd mag eindig nie, behoudens—

(a) die reg van 'n werkewer of 'n werknemer om diens sonder kennisgewing te beëindig om 'n regsgeldige rede; of

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkewer en die werknemer waarin daar 'n langer tydperk beding word as dié wat hierin voorgeskryf word.

(2) Met uitsondering van 'n werknemer wat minder as vyf dae gewerk het, moet 'n werknemer wat as 'n timmerman of skrynwrekker in diens geneem is, gedurende die kennisgewingstermyne genoem in subklosule (1) van hierdie klosule, toegelaat word om sy gereedskap in orde te bring; andersins moet 'n werknemer 15 minute tyd, voor die sluitingstyd op die dag waarop sy diens beëindig word, gegee word om sy gereedskap weg te pak.

(3) 'n Werknemer wat aan 'n werkewer kennis gee, moet—

(a) gedurende die minimum termyn van sodanige kennisgewing werk aan die werk waarvoor hy in diens geneem is;

(b) wanneer hy vereis dat die loon aan hom verskuldig by diensbeëindiging betaal moet word, die werkewer kennis gee by die gewone beginnyd op die dag van sodanige diensbeëindiging.

(4) Geen kennisgewing van diensbeëindiging word vereis nie tensy die betrokke werknemer vir minstens 3 agtereenvolgende dae by dieselfde werkewer gewerk het.

(5) Indien 'n werknemer ophou werk sonder om aan sy werkewer kennis te gee soos voorgeskryf in subklosule (1) van dié klosule, mag dié werkewer ten opsigte van die termyn van sodanige kennisgewing 'n bedrag gelyk aan die loon wat ingevolge klosule 4 van die Ooreenkoms betaalbaar is, aftrek van enige loon wat sodanige werknemer nog mag toekom.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkewer moet op alle werkplekke 'n gesikte plek verskaf waarin gereedskap toegesluit kan word. Die gereedskap van alle werknemers in werkinkels en toesluitplekke op die werkplek moet deur die werkewer verseker word teen verlies weens brand en diefstal, en wanneer sodanige gereedskap nie verseker is nie, is die werkewer daarvoor aanspreeklik om sodanige verlies tot 'n bedrag van hoogstens R60 (sestig rand) per werknemer te vergoed. Hierdie bepaling is nie op stukwerk van toepassing nie.

(2) 'n Werknemer wat skadevergoeding van sy werkewer wil eis ten opsigte van die verlies, beskadiging en/of diefstal van gereedskap, moet 'n skriftelike aansoek by die Raad indien in die vorm wat die Raad mag bepaal; met dien verstande dat geen aansoek deur die Raad oorweeg sal word nie tensy die applikant—

(a) voor die verlies, beskadiging en/of diefstal die werkewer voorsien het van 'n skriftelike inventaris van die gereedskap wat in die betrokke opluutplek geplaas is;

(b) die verlies, beskadiging en/of diefstal van sy gereedskap so gou moontlik by die polisie aangegee het; en

(c) die toepaslike inligting wat die Raad mag vereis, aan die Raad verstrek het.

(3) The provisions of sub-clause (1) in relation to the loss, damage and/or theft of tools other than the loss or damage of tools by fire—shall not apply in respect of an employee unless such tools are stored in a toolbox which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools; provided that—

(a) the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature, shall be deemed to be in compliance with the requirements of this clause; and

(b) in the event of such tools as are referred to in (a) above being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of sub-clause (1) of this clause.

(4) Subject to the foregoing provisions, an employee shall be responsible for placing his tools in a tool-box and for keeping such tool-box properly locked.

(5) The decision of the Council under the provisions of this clause in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee for tools lost by fire or any other cause shall be final.

(6) An employer shall provide grindstones for sharpening tools. Where no grindstone is provided on the job, and subject to the provisions of clause 10 (2) of this Agreement, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(7) An employer shall provide in the case of:—

(a) *Asphalters*.—Rollers, brushes and straightedges.

(b) *Bricklayers*.—

(i) All cutting tools used for cutting silica bricks or any kind of brick of similar hardness.

(ii) Cutting tools used for reinforced concrete.

(iii) A competent toolsmith or suitable means and equipment for sharpening tools.

(iv) Cold chisels over 6 inches, hammers over 4 lbs., setting out lines and steel tapes over fifty (50) feet long.

(c) *Carpenters*.—All cramps, handscrews, glue-brushes, wrenches, crowbars, augers and bits over 12 inches long, and all hammers 3 lbs. and over, and all saws and/or tools used for cutting corrugated asbestos or other material of similar hardness.

(d) *Masons and Stone Cutters*.—

(i) Tools for working granite or hard stone and claws.

(ii) Suitable sheds for stone-cutting, the roof of which must not be less than 10 ft. high. This rule shall not apply to small jobs on building sites.

(iii) A man to sharpen all tools.

(e) *Painters and Paperhanglers*.—All tools except putty knives, dusters and paperhanglers' brushes and scissors.

(f) *Plasterers*.—Mortar boards and stands of suitable height, rollers, straightedges and all tools exclusively used for laying granolithic.

(g) *Plumbers and Gasfitters*.—

(i) Machines used in a workshop or on a job.

(ii) Stake and rivetting bars and drills of all sizes.

(iii) Screwing tackle, such as stocks, dies, taps and ratchets.

(iv) Pipe-cutting tools and vices.

(v) Special and heavy caulking irons and firepots.

(vi) Metal pots and large ladles.

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

(viii) Soldering irons and blow lamps.

(ix) Files and hacksaw blades.

(x) Mandrels over two inches in diameter.

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

(xii) Sheetmetal workers' mallets and heavy dressers.

(xiii) Punches over $\frac{1}{4}$ inch in diameter, hollow and solid.

(xiv) Wrenches and tongs over 18 inches in length.

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

Employers and employees shall observe the following rules:—

- (1) *Plasterers' Modelling Shops*.—An employer shall provide that the filling of moulds shall be carried out under supervision of an artisan plasterer or modeller who shall be paid in accordance with clause 4 (1) of this Agreement.
- (2) *Concrete, including Pre-stressed Concrete Work*.—An employer shall provide that all concrete work shall be carried out under the supervision of an artisan who shall be paid in accordance with clause 4 (1) of this Agreement.

(3) Die bepalings van subklousule (1) in verband met die verlies, beskadiging en/of diefstal van gereedskap op 'n ander manier of beskadiging van gereedskap weens brand, is nie ten opsigte van 'n werknemer van toepassing nie tensy sodanige gereedskap weggepak is in 'n gereedskapskis wat stewig toegesluit kan word en wat te alle tye behoorlik toegesluit moet word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen; met dien verstande dat—

(a) die plasing deur 'n werkewer in toesluitplekke van gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander soortgelyke kenmerke, besku word om in ooreenstemming te wees met die veriestes van dié klousule;

(b) ingeval die gereedskap genoem in (a) hierbo, verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie, sy regte en voorrechte kragtens subklousule (1) van dié klousule ontsê word nie.

(4) Behoudens voorafgaande bepalings, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapskis te plaas en sodanige gereedskapskis behoorlik gesluit te hou.

(5) Die beslissing van die Raad ooreenkomsdig die bepalings van hierdie klousule is in alle opsigte en veral ten opsigte van die bedrag wat 'n werkewer aan 'n werknemer as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is, final.

(6) 'n Werkewer moet slypsteene verskaf waarop gereedskap skerp gemaak kan word. Waar geen slysteen op die werkplek verskaf word nie, moet geskikte tyd en fasilitete behoudens die bepalings van klousule 10 (2) van die Ooreenkoms, voor diensbeëindiging aan timmermanne en skrynwerkers verleen word om hul gereedskap in orde te bring.

(7) 'n Werkewer moet die volgende verskaf in die geval van:—

(a) *Asfalters*.—Rollers, kwaste en reihoute.

(b) *Messelaars*.—

(i) Alle snygereedskap wat gebruik word vir die sny van silikabakstene of enige soort baksteen van dieselfde hardheid.

(ii) Snygereedskap wat gebruik word vir gewapende beton.

(iii) 'n Bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmak van gereedskap.

(iv) Koubeiteels van meer as ses duim, hamers wat meer as vier pond weeg, uitlētoue en staalmaatlinte wat langer as vyftig (50) voet is.

(c) *Timmermanne*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore wat meer as 12 duim lang is en alle hamers wat drie pond of meer weeg en alle sae en/of gereedskap wat gebruik word vir die sny van gegolfde asbes of ander materiaal wat net so hard is.

(d) *Klipmesselaars en klipkappers*.—

(i) Gereedskap vir die bewerking van graniët of harde klip en kloue.

(ii) Geskikte skure vir klipkapwerk, waarvan die dak minstens tien voet hoog moet wees. Hierdie reël is nie op klein werkies by bouterreine van toepassing nie.

(iii) 'n Man om al die gereedskap skerp te maak.

(e) *Schilders en plakkars*.—Alle gereedskap met uitsondering van stopverfnesse, stoffers en plakkwaste en skere.

(f) *Pleisteraars*.—Daghaplanke en staanders van 'n geskikte hoogte, rollers, reihoute en alle gereedskap wat uitsluitlik gebruik word om granoliet te lê.

(g) *Loodgieters en gasaanleers*.—

(i) Masijsiene wat in 'n werkinkel of by 'n werk gebruik word.

(ii) Afsteekpenne en klinkstawe en bore van alle groottes.

(iii) Draadsnygereedskap soos stokke en snymoere, snytappe en ratels.

(iv) Pypsnycereedskap en -skroewe.

(v) Spesiale en swaar kalfaastryer en vuurkonkas.

(vi) Metaalpotte en groot gietlepels.

(vii) Beitelis, ponse en muurpenne wat langer as 9 duim is.

(viii) Soldeerboute en blaaslampie.

(ix) Vyle en ystersaaglemme.

(x) Drewels wat meer as twee duim in deursnee is.

(xi) Klinknaelstelle van grootte No. 12 en groter, en groefgereedskap.

(xii) Plaatmetaalwerkshamers en swaar klophamers.

(xiii) Ponse, hol en solied, wat meer as $\frac{1}{2}$ duim in deursnee is.

(xiv) Moersleutels en tange wat langer as 18 duim is.

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

Werkewers en ambagsmannetjie moet onderstaande reëls nakom:—

(1) *Boetseerwerkwinkels van pleisteraars*.—'n Werkewer moet bepaal dat vorms gevul moet word onder die toesig van 'n pleisteraar of boetseerdeur, wat ooreenkomsdig klousule 4 (1) van die Ooreenkoms besooldig moet word.

(2) *Beton, met inbegrip van voorgespanne betonwerk*.—'n Werkewer moet bepaal dat alle betonwerk uitgevoer moet word onder die toesig van 'n ambagsman wat ooreenkomsdig die bepalings van klousule 4 (1) van die Ooreenkoms besooldig moet word.

(3) Stone Work.

- (a) Employers employed in fixing saw-blades and setting stones ready for sawing and in fixing and levelling stones for polishing machines, shall be paid in accordance with clause 4 (1) of this Agreement.
- (b) Masons' bankers must not be less than 6 feet apart and no dust shall be blown off with exhaust or other air during working hours.
- (c) No employee shall be required to use stone worked in a district in the Republic of South Africa in which wages lower than those prescribed in this Agreement are paid, unless such areas are subject to an agreement published in terms of the Act, or a determination published in terms of the Wage Act, 1957, which prescribes a lower wage.
- (4) *Joinery*.—No employee shall be required to use joinery manufactured in a district in the Republic of South Africa in which wages lower than those prescribed in this Agreement are paid, unless such area is subject to an agreement published in terms of the Act or a determination published in terms of the Wage Act, 1957, which prescribes a lower wage.

(5) Scaffolding.—Every scaffold, whether or not it has been erected by the employer whose employees are about to use it, shall be—

- (a) erected, taken down or substantially altered only under the direction of an artisan, to whom the employer shall pay not less than the remuneration prescribed for an employee referred to in clause 4 (1) of this Agreement;
- (b) before use, examined by a responsible person to whom the employer shall pay not less than the remuneration prescribed for an employee referred to in clause 4 (1) to ensure particularly that—
 - (i) it is in a stable condition;
 - (ii) the material used in its construction is sound;
 - (iii) it is adequate for the purpose for which it is to be used; and
 - (iv) it conforms to the remaining provisions of this sub-clause;
- (c) maintained in a good and safe condition whilst in use;
- (d) General.
 - (i) All poles shall be clean and all bark shall be removed before using; all timber used shall be free from dangerous knots or other defects.
 - (ii) All scaffold cords shall be not less than $\frac{1}{2}$ inch in diameter by 20 feet in length; provided that chain gear may be used.
 - (iii) All wedges for the lashings shall be properly tapered and not less than 14 inches in length.
 - (iv) No cleats shall be used for supporting any member of the framing.
 - (v) All wooden scaffold poles shall be lapped not less than six feet and shall have three lashings.
 - (vi) In needle scaffolds the needles shall be fixed on edge and shall be 9-inch by 3-inch deal or timber of equal strength; needles shall be spaced not more than six feet apart with 9-inch by $1\frac{1}{2}$ -inch flooring for platforms; if 9-inch by 3-inch flooring is used the needles may be spaced 10 feet apart, which is to be the maximum spacing in any circumstances; the outside portion of the needles must be strengthened by brackets and struts; needle scaffolds shall be provided with a strong and securely fixed guard rail.

(e) Bricklayers' Scaffold.

- (i) The standards shall not be less than five inches in diameter at base, and shall be fixed in earth or in barrels with a proper foundation at not more than eight feet centres.
- (ii) The ledges shall be not less than five inches in diameter at base, based horizontally to standards at not more than five feet centres.
- (iii) The put-logs shall be not less than three inches by four and a half inches and of straight grained wood, not less than five feet in length, fixed and wedged into walls at not more than five feet centres.

(3) Klipwerk.

- (a) Werknemers wat gebruik word om saaglemme in te sit, klippe reg te sit vir saagwerk en op klippe vas te sit en gelyk te sit vir poleermasjiene, moet ooreenkomsig die bepalings van klousule 4 (1) van die Ooreenkoms besoldig word.
- (b) Klipwerkbanke moet minstens ses voet van mekaar af wees en geen stof mag gedurende die werkure met uitlaat- of ander lug afgelaas word nie.
- (b) Daar mag van geen werknemer vereis word om klip te gebruik wat afgewerk is in 'n distrik in die Republiek van Suid-Afrika waarin laer lone betaal word as dié wat in die Ooreenkoms voorgeskryf word nie, tensy sodanige gebied onderworpe is aan 'n Ooreenkoms gepubliseer ooreenkomsig die bepalings van die Wet of aan 'n Vasstelling gepubliseer ooreenkomsig die bepalings van die Loonwet, 1957, waarby 'n laer loon voorgeskryf word.
- (4) Skrynwerk.—Daar mag van geen werknemer vereis word om skrynwerk te gebruik wat vervaardig is in 'n distrik in die Republiek van Suid-Afrika waarin laer lone betaal word as dié voorgeskryf in die Ooreenkoms nie, tensy sodanige gebied onderworpe is aan 'n ooreenkoms gepubliseer ooreenkomsig die bepalings van die Wet of aan 'n Vasstelling gepubliseer ooreenkomsig die bepalings van die Loonwet, 1957, waarby 'n laer loon voorgeskryf word.
- (5) Steierwerk.—Elke steier, hetsy dit deur die werkgewer wie se werknemers op die punt staan om dit te gebruik, opge rig is of nie, moet—
 - (a) opgerig, afgebreek, of wesenlik verander word slegs onder die toesig van 'n ambagsman aan wie die werk gewer minstens die besoldiging moet betaal wat voorgeskryf is vir 'n werkgewer genoem in klousule 4 (1) van die Ooreenkoms;
 - (b) voor gebruik ondersoek word deur 'n verantwoordelike persoon aan wie die werkgewer minstens die besoldiging moet betaal wat voorgeskryf word vir 'n werk nemer wat in klousule 4 (1) genoem word, ten einde veral te verseker dat—
 - (i) dit in 'n stewige toestand is;
 - (ii) die materiaal wat by die konstruksie daarvan gebruik is, in 'n goeie toestand is;
 - (iii) dit toereikend is vir die doel waarvoor dit gebruik gaan word; en
 - (iv) dit voldoen aan die ander bepalings van dié subklousule;
 - (c) in 'n goeie en veilige toestand gehou word terwyl dit gebruik word;
 - (d) Algemeen.
 - (i) Al die pale moet skoon wees en al die bas moet daarvan verwijder wees voordat dit gebruik word; alle timmerhout wat gebruik word, moet vry wees van gevarelike kwaste en ander defekte;
 - (ii) Alle steiertoue moet minstens 'n halfduim in deursnee en 20 voet lank wees; met dien verstande dat kettinguitrusting gebruik mag word.
 - (iii) Alle wie vir die woelings moet behoorlik kaps gemaak word en minstens 14 duim lank wees.
 - (iv) Geen klampe mag gebruik word om enige deel van die raamwerk te stut nie.
 - (v) Alle houtsteierpale moet minstens 6 voet oor mekaar slaan en moet drie woelings hê.
 - (vi) In steekbalksteiers moet die steekbalke, wat bestaan uit greinhout of timmerhout van dieselfde sterke en 9 duim by 3 duim is, op hul kante vasgemaak word; die steekbalke moet hoogstens 6 voet van mekaar af wees en die platform moet bestaan uit vloerplanke van 9 duim by $1\frac{1}{2}$ duim; as vloerplanke van 9 duim by 3 duim gebruik word mag die steekbalke 10 voet van mekaar af wees, en dit is die maksimum spasiëring onder alle omstandighede; die buitense kedeelte van die steekbalke moet versterk word deur middel van steunstukke en stutte; steekbalksteiers moet voor sien word van 'n sterk en stewig vasgemaakte skutreling.
 - (e) Messelaars se steier.
 - (i) Die staanders moet minstens 5 duim in deursnee aan die onderkant wees en moet vasgestamp word in grond of in vate met 'n behoorlike fondament en die middelpunte mag nie meer as 8 voet van mekaar af wees nie.
 - (ii) Die steierbalke mag nie minder as 5 duim in deursnee aan die onderkant wees nie; hulle moet horisontaal aan die staanders vasgemaak word en hul middelpunte mag nie meer as 5 voet van mekaar af wees nie.
 - (iii) Die kortelings moet minstens 3 duim by $4\frac{1}{2}$ duim wees en moet bestaan uit langsdradige hout wat minstens 5 voet lank moet wees en wat met wfe vasgemaak moet word in die mure op sentraal afstande van hoogstens 5 voet.

- (iv) Guard rails of not less than nine inches by one and a half inches deal boards shall be provided and shall be lashed to the standards at a height of not more than three feet above the decking of scaffold over 15 feet above ground level.
- (v) Guard B-boards on nine inches by one and a half inches deal shall be nailed as skirting to the standards close down to decking of scaffolding more than 15 feet above ground level.
- (vi) Platforms or decking shall not be less than 3 feet in width and shall be constructed with 9-inch by 1½-inch or 12-inch by 1½-inch deal boards; all laps shall be not less than 12 inches and evenly fixed over put-logs.
- (vii) All scaffolding of a greater height than 30 feet shall be diagonally braced; all bracing shall be not less than 5 inches in diameter at base, lashed and wedged.
- (f) *Trestle Scaffold.*—Trestle scaffold shall not be erected to a greater height than 16 feet internally or externally; trestles shall be fixed at not more than 8 feet centres with 9-inch by 1½-inch decking.
- (g) *Fan Scaffolding.*—Fan scaffolding constructed with 6-inch by 2-inch bearers shall be fixed to standards, close boarded with 9-inch by 1½-inch planks projecting not less than three feet from face of scaffolding; strong wire mesh may be used in spaces required for lighting.
- (h) *Roof Scaffolding.*—Planking shall be provided for foot-hold on all sloping roofs.
- (i) *Steel Scaffolding.*—Steel scaffolding shall be erected in conformity with the manufacturers' or suppliers' instructions.
- (6) *Plumbing.*—No artisan shall be required to use sheet-metal products used in the building, manufactured in a district in the Republic of South Africa in which wages lower than those prescribed in this Agreement are paid, unless such area is subject to an Agreement published in terms of the Act, or a Determination, published in terms of the Wage Act, 1957, which prescribes a lower wage.
- (7) *Co-operation of workers and other persons with the employer.*
 - (a) every person employed and every person in or upon the work shall co-operate with the employer in carrying out these regulations;
 - (b) every person employed shall forthwith remedy or report to the employer or foreman any defect that he may discover in the plant or appliances, or any action by any person liable to cause an accident;
 - (c) no person shall interfere with, displace, take away, damage or destroy any of the plant or safeguards required by the foregoing regulations without the authority of the employer or his responsible foreman;
 - (d) every person employed shall make proper use of all safeguards, safety devices or other appliances furnished for his protection and shall obey all safety instructions pertaining to his work;
 - (e) every worker shall take the necessary precautions for his own safety and for the safety of any person on the site and abstain from any action which might endanger him or other persons;
 - (f) no employed person shall go to or from his workplace otherwise than by the safe means of access and egress provided.

13. SHELTERS AND FIRST AID EQUIPMENT.

- (1) At any site where building operations are being conducted, employers shall provide suitable accommodation in which employees may take shelter during wet weather.
- (2) *First Aid Equipment*—as per Factories, Machinery and Building Work Act, 1941, as amended.

14. LATRINES.

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

15. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at noon and in the afternoon. A break of ten minutes morning and afternoon shall be given by the employer to each employee for tea; provided no employee shall leave the position where he is working.

16. WORKING EMPLOYERS AND/OR PARTNERS.

Any working employer or partner or their direct representative shall observe the working hours prescribed in or in terms of clause 8 of this Agreement.

- (iv) Skutrelings van greinhoutplanke van minstens 9 duim by 1½ duim moet verskaf word en moet aan die staanders vasgevoel word op 'n hoogte van nie meer as 3 voet nie bokant die dekbalke van steiers wat hoër as 15 voet van die grond af is.
- (v) B-bordskutte wat uit greinhout van 9 duim by 1½ duim moet bestaan, moet as vloerlyste vasgespyker word aan die staanders en na aan die dekbalke van steiers wat hoër as 15 voet bokant die grond is.
- (vi) Platvorms of dekbalke moet minstens 3 voet breed wees en moet bestaan uit greinhout van 9 duim by 1½ duim of uit greinhoutplanke van 12 duim by 1½ duim; al die stukke moet minstens 12 duim oormekaarslaan en moet gelykliggend vasgemaak word oor die kortelings.
- (vii) Alle steiers wat hoër as 30 voet van die grond af is, moet diagonaal verspan word; alle verspannings moet minstens 5 duim in deursnee aan die onderkant wees en moet vasgevoel en gekeil wees.
- (f) *Boksteiers.*—Boksteiers mag nie op 'n groter hoogte as 16 voet binnemuurs of buitemuurs opgerig word nie; die middelpunte van die bokke mag nie meer as 8 voet van mekaar af wees nie en die dekbalke moet 9 duim by 1½ duim wees.
- (g) *Skermsteiers.*—Skermsteiers gemaak van drabalkie van 6 duim by 2 duim moet aan die staanders vasgemaak word en toegemaak word met planke van 9 duim by 1½ duim wat minstens 3 voet van die voorwand van die steier af moet uitsteek; sterk ogiesdraad mag gebruik word in ruimtes wat vir verligting nodig is.
- (h) *Daksteiers.*—Op alle skuinsdakke moet daar planke verskaf word vir vastrapplek.
- (i) *Staalsteiers.*—Staalsteiers moet opgerig word ooreenkomsdig die instruksies van die fabrikante of die leveransiers.
- (6) *Lootgieterswerk.*—Daar mag van geen ambagsman vereis word om plaatmetaalprodukte wat vervaardig is in 'n distrik van die Republiek van Suid-Afrika waarin laer lone betaal word as dié voorgeskryf in die Ooreenkoms, in die Bouwyeherheid te gebruik nie, tensy sodanige gebied onderworpe is aan 'n Ooreenkoms wat ingevolge die Wet gepubliseer is of 'n Vasstelling wat ingevolge die Loonwet, 1957, gepubliseer is en wat 'n laer loon voorskryf.
- (7) *Samewerking van werkers en ander persone met die werkgever.*
 - (a) enigeen werksaam en enigeen in of op die werk moet met die werkgever saamwerk in die uitvoering van die regulasies;
 - (b) elkeen wat in diens is, moet enige defek wat hy in die uitrusting of toestelle mag ontfdek, onmiddellik verhelp of aan die werkgever of voorman rapporteer of enige handeling deur enige persoon wat 'n ongeluk mag veroorsaak, onmiddellik aan die werkgever of voorman rapporteer;
 - (c) niemand mag enige uitrusting of veiligheidstoestelle wat by bestaande regulasies vereis word, sonder die magtiging van die werkgever of sy verantwoordelike voorman, verskuif, wegneem, beskadig of vernietig of daarvan peuter nie;
 - (d) elkeen wat in diens is, moet behoorlik gebruik maak van al die beskerming- of veiligheidstoestelle of ander toestelle wat vir sy beskerming verskaf word en moet al die veiligheidsinstruksies gehoorsaam wat op sy werk betrekking het;
 - (e) elke werker moet die nodige voorsorgmaatreëls vir sy eie veiligheid en vir die veiligheid van enigeen op die terrein tref en moet hom weerhou van enige handeling wat hom of ander persone in gevaar kan stel;
 - (f) niemand wat in diens is, mag op 'n ander manier as deur die veilige in- en uitgang wat verskaf word, na sy werkplek gaan of dit verlaat nie.

13. SKUILINGS EN NOODHULPUITRUSTING.

- (1) Werkgewers moet op alle terreine waar bouwerk aan die gang is, geskikte onderdak verskaf waarin werknelers skuiling kan neem gedurende nat weer.
- (2) *Noodhulpuitrusting.*—Hier moet die bepalings van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, nagekom word.

14. LATRINES.

Behoorlike sanitêre geriewe moet op alle werkplekke vir Blanke en nie-Blanke afsonderlik verskaf word.

15. VERVERSINGS.

Elke werkgever moet 'n persoon beskikbaar stel om tee vir sy werknelers in dieoggend, die middag en in die namiddag te maak. Die werkgever moet 'n pause van 10 minute in dieoggend en in die namiddag aan elke werknelter toestaan om tee te drink; met dien verstande dat geen werknelter die plek mag verlaat waar hy werk nie.

16. WERKENDE WERKGEWERS EN/OF VENNOTE.

Alle werkende werkgewers of vennote of hul regstreekse verteenwoordigers moet hulle hou aan die werkure wat in of ooreenkomsdig die bepalings van klosule 8 van die Ooreenkoms voorgeskryf word.

17. EXEMPTIONS.

(1) Subject to section *fifty-one* (3) of the Act, the Council may, on application being made, in writing, grant an exemption, in writing, to any person or persons, from any of the provisions of this Agreement in its sole discretion.

(2) The Council shall have the power to fix the conditions under and the period for which any exemption shall operate.

(3) A licence of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in any area other than that for which it is granted.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

(5) An employer or employee shall be obliged to observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if it were a term of this Agreement.

18. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 15 cents per week from the earnings of each of his employees, for whom wages are prescribed in clause 4 (1) of this Agreement; provided that 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 the week for not less than eight hours. No deduction shall be made in respect of an employee who worked less than eight hours of any week from Mondays to Fridays (inclusive) for any employer.

To the amount deducted in terms hereof, an employer shall add an amount of 15 cents per week and the said amounts shall be paid to the Council in accordance with the procedure prescribed in this clause.

(2) The employer shall on each pay day issue to each employee concerned a voucher to the value of 30 cents which the employer shall legibly cancel with the name of the firm and the date of issue and each employee shall affix such voucher in his contribution book, supplied to him by the Council, which shall be retained by the employee.

(3) The vouchers referred to in sub-clause (2) hereof shall be purchased by the employer from the Secretary of the Council and an adequate supply thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application of such refund shall be made on or before the 30th June, in the year following that in which the vouchers were issued.

(4) Application for a contribution book shall be made by the employee on a form to be obtained from the Secretary of the Council.

(5) The closing date in a contribution book shall be the third Friday in November and all vouchers issued to an employee in terms of sub-clause (2) hereof subsequent to the third Friday in November, shall be affixed in the contribution book for the ensuing year.

(6) As early as possible after the third Friday in November each year and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card.

(7) Contribution books and vouchers are not transferable; nor can they be ceded or pledged.

(8) The Council may at its discretion combine the voucher and contribution book referred to in this clause with any other vouchers or contribution books issued by the Council in respect of any other funds administered by the Council.

(9) The amount payable in accordance with the provisions of sub-clauses (1) and (2) of this clause, shall be accounted for by the submission of a monthly return on a form as prescribed by the Council, showing the names of the employees employed, their trades and registered Holiday Fund numbers as also the relative weeks ended in respect of which payments were due, to be forwarded to the Secretary of the Council on or before the 7th day of the month following the month to which the return refers. An employer shall also indicate on such monthly return the average number of apprentices, labourers, and operatives of the different race groups he employed during the month to which the return relates.

(10) An employer who, in any month has no employees in his employ, shall notify the Council thereof, in writing, on or before the 7th day of the month following.

(11) If, during any month—

(a) an employer has not had in his employ any employees for whom wages are prescribed in clause 4 (1) of this Agreement, but has had in his employ, for not less than eight hours, one or more employees other than those for whom wages are prescribed in clause 4 (1) of this Agreement, shall nevertheless pay to the Council an amount of one rand (R1);

17. VRYSTELLINGS.

(1) Behoudens die bepalings van artikel *een-en-vyftig* (3) van die Wet, mag die Raad, wanneer daar skriftelik aansoek gedaan word, na goedvindie vrystelling van enige van die bepalings van die Ooreenkoms skriftelik aan enige persoon of persone verleen.

(2) Die Raad het die bevoegdheid om die voorwaarde waarop en die tydperk waarvoor vrystelling van krag is, te bepaal.

(3) 'n Vrystellingslisensie, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Vrystellingslisensie is nie in enige ander gebied as dié waarvoor dit verleen is, van krag nie.

(4) Die Raad mag 'n vrystellingslisensie te enige tyd gedurende die tydperk waarvoor dit verleen is, wysig of intrek.

(5) 'n Werkgever of werknemer is verplig om die voorwaarde opgèle in 'n vrystellingslisensie, na te kom, uit te voer en te vervul op dieselfde manier asof dit 'n bepaling van die Ooreenkoms is.

18. ONKOSTE VAN DIE RAAD.

(1) Ten einde die onkoste van die Raad te bestry, moet elke werkgever 15 sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie 'n loon in klousule 4 (1) van die Ooreenkoms voorgeskryf word; met dien verstande dat, waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, die bedrag vir daardie week afgetrek moet word deur die werkgever by wie hy eerste gedurende die week vir minstens 8 uur in diens was. Geen bedrag mag ten opsigte van 'n werknemer wat minder as 8 uur in enige week van Maandag tot en met Vrydag vir enige werkgever gewerk het, afgetrek word nie. By die bedrag ooreenkombig die bepalings hiervan afgetrek, moet 'n werkgever 'n bedrag van 15 sent per week voeg, en genoemde bedrae moet ooreenkombig die prosedure voorgeskryf in dié klousule, aan die Raad betaal word.

(2) Die werkgever moet op elke betaaldag aan elke betrokke werknemer 'n bewys ter waarde van 30 sent uitrek, en die werkgever moet sodanige bewys op 'n leesbare wyse rooier met die naam van die firma en die datum van uitreiking, en elke werknemer moet sodanige bewys inplak in sy bydraeboek wat die Raad aan hom verskaf het, en sodanige bydraeboek moet deur die werknemer bewaar word.

(3) Die werkgever moet die bewyse genoem in subklousule (2) hiervan, van die Sekretaris van die Raad koop, en die werkgever moet te alle tyd 'n voldoende voorraad daarvan in voorraad hou; met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van ongebruikte bewyse van die Raad mag verkry. Daar moet voor of op 30 Junie in die jaar wat volg op dié waarin die bewyse uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(4) Die werknemer moet op 'n vorm wat van die Sekretaris van die Raad verkry moet word, aansoek doen om 'n bydraeboek.

(5) Die sluitingsdatum vir 'n bydraeboek is die derde Vrydag in November, en alle bewyse wat na die derde Vrydag in November ooreenkombig die bepalings van subklousule (2) hiervan aan 'n werknemer uitgereik word, moet in die bydraeboek vir dié daaropvolgende jaar geplak word.

(6) Elke werknemer moet so gou moontlik na die derde Vrydag in November elke jaar en wel nie later as een week daarna nie, sy bydraeboek by die Sekretaris van die Raad inlewer in ruil vir 'n kwitansiekaart.

(7) Bydraeboekte en bewyse is nie oordraagbaar nie en hulle mag ook nie gesedeer of verpand word nie.

(8) Die Raad mag na goedvindie die bewys en bydraeboek gemeld in hierdie klousule, kombineer met enige ander bewys of bydraeboek wat die Raad ten opsigte van enige ander fondse wat hy administreer, uitgereik het.

(9) Die bedrag wat ooreenkombig die bepalings van subklousules (1) en (2) van dié klousule betaalbaar is, moet verantwoord word deur die voorlegging van 'n maandelikse opgawe in 'n vorm soos deur die Raad voorgeskryf, en hierdie vorm wat voor of op die sewende dag van die maand wat volg op die maand waarop die opgawe betrekking het, aan die Sekretaris van die Raad gestuur moet word, moet die volgende inligting bevat: Die name van die werknemers wat in diens was, hul ambagte en geregistreerde Vakansiefondsnummers asook die betrokke weke gecindig, ten opsigte waarvan betalings verskuldig is. 'n Werkgever moet ook op sodanige maandelikse opgawe die volgende meld: Die gemiddelde getal vakleerlinge, arbeiders en bedieners, van die verskillende rassegroep wat hy gedurende die maand waarop die opgawe betrekking het, in diens gehad het.

(10) 'n Werkgever wat gedurende enige maand geen werknemers in sy diens gehad het nie, moet die Raad skriftelik en voor of op die sewende dag van die daaropvolgende maand daarvan in kennis stel.

(11) As 'n werkgever gedurende enige maand—

(a) geen werknemers vir wie lone in klousule 4 (1) van die Ooreenkoms voorgeskryf word, in sy diens gehad het nie maar vir minstens agt uur een of meer ander werknemers as dié vir wie lone in klousule 4 (1) van die Ooreenkoms voorgeskryf word, in sy diens gehad het, moet hy nogtans aan die Raad 'n bedrag van een rand (R1) betaal;

(b) should the total amount payable by an employer in terms of sub-clause (1) be less than one rand (R1.00), such employer shall, nevertheless, in addition to the prescribed contributions, pay to the Council a further amount equal to the difference between the amounts payable in terms of sub-clause (1) and R1;

such payment to be made in cash and to accompany the monthly return he is required to submit in terms of sub-clauses (9) and (10) of this clause.

19. REGISTRATION OF EMPLOYERS.

(1) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, within fourteen days of such date, register with the Council and furnish the Council the following particulars:—

- (a) His trading name.
- (b) The names and addresses of the proprietors, partners or directors.
- (c) His business address.
- (d) The trade or trades carried on in the Industry.
- (e) The situation of his workshop or where he has both a yard and a workshop, the situation of both.

(2) Employers entering the industry after the date on which this Agreement comes into operation shall within fourteen days of commencing operations, register with the Council and furnish the particulars required in sub-clause (1) of this clause.

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

(4) Every registered employer shall notify the Council forthwith in writing of any change in the particulars furnished by him on registration.

(5) The Secretary of the Council shall maintain a register of all employers and partnerships referred to in sub-clause (1) hereof.

(6) Every employer who is trading or carrying on operations under a firm name, shall exhibit the certificate of registration under the Firms' Act, No. 35 of 1906; and the Business Names' Act, No. 27 of 1960.

(7) Where the employer is a partnership, a certified copy of the Registered Deed of Partnership shall be lodged with the Secretary of the Council within fourteen days.

20. NOTICE BOARD.

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them; display in a conspicuous place, accessible to the public; a notice board of a size not less than 2 feet by 1½ feet or a notice board approved by the Council showing in letters not less than two inches in height and in material of a durable nature—

- (a) the name of such employer or partnership;
- (b) the registered address of such employer or partnership;
- (c) in the case of an employer who is a member of the employers' organisation, the fact that he is a member thereof.

(2) This clause shall apply only to jobs of seven working days duration and over.

21. AGENTS.

(1) The Council may appoint one or more persons as agent or agents to assist in giving effect to the terms of this Agreement.

(2) An agent shall have the right—

- (a) to enter any premises or place, in which the Building Industry is carried on, at any time when he has reasonable cause to believe that any person is employed therein;
- (b) to question, in the presence of or apart from others as he deems fit, regarding matters relating to this Agreement any person whom he finds in or about the premises or place and to require such person to answer the questions;
- (c) to require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(3) When exercising the powers conferred upon him by sub-clause (2) of this clause, an agent may be accompanied by an interpreter.

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all persons who are members of such employers' organisation or trade union, and all such other employers and employees upon whom this Agreement becomes binding, shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of sub-clauses (2) and (3) of this clause and the Act.

22. EXHIBITION OF AGREEMENT.

Each employer shall cause a copy of this Agreement in both official languages to be exhibited in every workshop or yard where he carries on business, in a conspicuous position, easily accessible to all employees, and in the form prescribed in the regulations under the Act.

(b) ingeval die totale bedrag wat 'n werkewer in gevolge subklousule (1) moet betaal, in enige maand minder is as een rand (R1), moet sodanige werkewer nogtans, benewens die voorgeskrewe bydrayse, aan die Raad 'n verdere bedrag betaal wat gelyk is aan die verskil tussen die bedrae wat in gevolge subklousule (1) betaalbaar is en R1;

sodanige bedrae moet in kontant betaal word, en moet vergesel gaan van die maandelikse orgawe wat hy in gevolge subklousules (9) en (10) van hierdie klousule moet voorlê.

19. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkewer wat op die datum waarop die Ooreenkoms in werkeng tree, in die Bouweryheid is, moet hom binne 14 dae vanaf sodanige datum laat registrer by die Raad en hy moet die volgende besonderhede aan die Raad verstrek:—

- (a) Sy handelsnaam.
- (b) Die name en adres van die eienaars, vennote of direkteure.
- (c) Sy sake-adres.
- (d) Die ambag of ambagte wat hy in die Nywerheid beoefen.
- (e) Die ligging van sy werkinkel of, indien hy sowel 'n opslagterrein as 'n werkinkel het, die ligging van altwee.

(2) Werkewers wat tot die Nywerheid toetree na die datum waarop die Ooreenkoms van krag word, moet hulle binne 14 dae vanaf die datum waarop hulle met hul werkzaamhede begin het, by die Raad laat registrer en dié besonderhede verstrek wat in subklousule (1) van dié klousule vereis word.

(3) 'n Registrasiesertifikaat, onderteken deur die Voorsitter en die Sekretaris van die Raad, moet aan elke geregistreerde werkewer uitgereik word.

(4) Elke geregistreerde werknemer moet die Raad onmiddellik skriftelik in kennis stel van enige verandering in die besonderhede wat hy by sy registrasie verstrek het.

(5) Die Sekretaris van die Raad moet 'n register by hou van alle werkewers en vennootskappe genoem in subklousule (1) hiervan.

(6) Elke werkewer wat handel dryf of werkzaamhede uitvoer onder 'n firmanaam, moet die registrasiesertifikaat in gevolge die "Firms' Act", No. 35 van 1906 en die Wet op Besigheidsname, No. 27 van 1960, vertoon.

(7) Waar die werkewer 'n vennootskap is, moet 'n gesertifiseerde afskrif van die geregistreerde akte van vennootskap by die Sekretaris van die Raad ingedien word.

20. KENNISGEWINGBORD.

(1) Elke werkewer en alle werkewers in 'n vennootskap moet, wanneer hy of hulle bouwerk verrig, 'n kennisgewingbord van minstens 2 voet by 1½ voet of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon op 'n opvallende plek waartoe die publiek toegang het, en ondergenoemde inligting moet in letters wat minstens 2 duim hoog is en gemaak is van 'n materiaal van 'n duursame aard, op sodanige bord voorom—

- (a) die naam van sodanige werkewer of vennootskap;
- (b) die geregistreerde adres van sodanige werkewer of vennootskap;
- (c) in die geval van 'n werkewer wat lid is van die werkewersorganisasie, die feit dat hy lid daarvan is.

(2) Hierdie klousule is alleen van toepassing op werke wat sewe werkdae of langer duur.

21. AGENTE.

(1) Die Raad mag een of meer persone as 'n agent of as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van die Ooreenkoms.

(2) 'n Agent het die reg om—

(a) enige perseel of plek waar die Bouweryheid beoefen word, te enige tyd te betree wanneer hy redelike grond het om te vermoed dat enigiemand daarin werkzaam is;

(b) enigiemand wat hy in of op die perseel of plek vind, in die teenwoordigheid van ander of alleen, soos hy goedvind, te ondervra in verband met sake wat op die Ooreenkoms betrekking het en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat die boeke, tydstate, registers of dokumente wat nodig mag wees om vas te stel of die bepalings van die ooreenkoms nagekom word, getoon moet word en om dat te inspekteer, te ondervra of 'n afskrif daarvan te maak.

(3) Wanneer 'n agent die bevoegdhede uitvoer wat in subklousule (2) van dié klousule aan hom verleen word, mag hy 'n tolk met hom saamneem.

(4) Elke werkewer, werkewersorganisasie of vakvereniging wat 'n party by die Raad is, en alle persone wat lede van sodanige werkewersorganisasie of vakvereniging is, en alle ander werkewers en werknemers vir wie die Ooreenkoms bindend word, moet aan die agent alle faciliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat by subklousules (2) en (3) van dié klousule en by die Wet aan hom verleen word.

22. VERTONING VAN OOREENKOMS.

Elke werkewer moet 'n kopie van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek waartoe al die werknemers maklik toegang het, in elke werkinkel of opslagterrein waar hy sake verrig, laat vertoon in die vorm voorgeskreif in die regulasies wat kragtens die Wet opgestel is.

23. ANNUAL LEAVE AND PUBLIC HOLIDAYS AND PAYMENT.

(1) Every employee shall be granted 12 consecutive working days' leave each year, calculated from the close of working hours on the second Friday preceding Christmas Day, provided that the Day of the Covenant, Christmas Day and New Year's Day will be added to the 12 days' annual leave granted (hereinafter referred to as the "holiday period").

(2) No employer shall require or permit an employee to perform and no employee and no working employer shall undertake or perform work in the building industry during this holiday period—

- (a) between finishing time on Friday, 15th December, 1961, and starting time on Monday, 8th January, 1962;
- (b) between finishing time on Friday, 14th December, 1962, and starting time on Monday, 7th January, 1963;
- (c) between finishing time on Friday, 13th December, 1963, and starting time on Monday, 6th January, 1964.

(3) In addition to the annual leave and public holidays referred to in sub-clauses (1) and (2), employees shall be granted three further public holidays as leave, namely: Good Friday, Easter Monday and Ascension Day; during which no work shall be performed, unless the written consent of the Council has been first obtained.

(4) In addition to any remuneration to which an employee may be entitled in terms of his conditions of employment, an employer shall pay to his employees the amounts specified hereunder, viz.:—

(a) Apprentices—

(i) *Holiday Period.*—The wages and cost of living allowance which an apprentice would have earned if he had worked for his employer during the said period, such amount to be paid on the last pay day prior to the commencement of the holiday period. Provided that in the case of apprentices whose contracts of employment are terminated prior to the last day preceding the commencement of the holiday period, the employer shall pay to such apprentices an amount of not less than one-sixth of the weekly wage in respect of each completed month of employment during the year preceding such holiday.

(ii) *Public Holidays (Good Friday, Easter Monday and Ascension Day).*—The wages and cost of living allowance which an apprentice would have earned if he had worked for his employer on the said public holidays, such amount to be paid on the pay day following the public holiday concerned.

(b) *Artisans.*—An employer shall pay an employee for whom wages are prescribed in clause 4 (1) of this Agreement an amount of $5\frac{1}{2}$ cents per hour in respect of each hour or part of an hour worked during the week. Except that subject to the provisions of clause 9 (2) no payment shall be made in respect of overtime or hours worked on a Saturday, Sunday or the annual leave and the public holidays referred to in sub-clauses (1), (2) and (3) hereof. Provided that in the event of an employee working for an employer for less than eight hours in any week the amount due in terms of this sub-clause shall be paid immediately on termination of his employment or at the end of the last working day of the week whichever is the earlier.

(5) (a) Subject to the provisions of the succeeding paragraphs (b) and (c) an employer shall deduct from the weekly remuneration due to each of his employees for whom wages are prescribed in clause 4 (1) of this Agreement, an amount of R2.70 (two rand seventy cents) per week. [It is recorded that of the sum of R2.70 per week, $5\frac{1}{2}$ cents per hour is contributed by the employer in terms of sub-clause 4 (d), and $\frac{1}{2}$ a cent per hour ($22\frac{1}{2}$ cents per week) by the employee.]

(b) 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 not less than 8 hours.

(c) No deduction shall be made in respect of an employee who has worked for an employer for less than eight hours in any week from Monday to Friday, inclusive. In such an event the employer shall pay to such employee in cash the amount specified in sub-clause 4 (b) hereof immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(6) (a) An employer shall in respect of the amounts deducted by him in terms of sub-clause (5) of this clause issue, on each pay day to each of this employees concerned, a voucher, legibly cancelled with the name of the firm, the date of issue and also the name or registered holiday fund number of the employee, to the value of such amounts and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain; provided that the Council may issue a composite voucher to include payments made in terms of clause 18 of this Agreement.

23. JAARLIKSE VERLOF EN OOPENBARE VAKANSIEDAE EN BETALING.

(1) Daar moet elke jaar aan elke werknemer verlof van 12 agtereenvolgende werkdae toegestaan word, en sodanige verlof moet bereken word vanaf die sluitingsuur op die tweede Vrydag voor Kersdag; met dien verstande dat Geloftedag, Kersdag en Nuwejaarsdag bygevoeg moet word by die 12 dae jaarlikse verlof wat verleen word (hieronder die „vakansietydperk“ genoem).

(2) Gedurende hierdie vakansietydperk, nl.:—

- (a) Tussen die sluitingstyd op Vrydag, 15 Desember 1961 en die begin tyd op Maandag, 8 Januarie 1962;
- (b) tussen die sluitingstyd op Vrydag, 14 Desember 1962 en die begin tyd op Maandag, 7 Januarie 1963; en
- (c) tussen die sluitingstyd op Vrydag, 13 Desember 1963 en die begin tyd op Maandag, 6 Januarie 1964;

mag geen werkewer van 'n werknemer vereis of hom toelaat om werk in die Bouwewerheid te verrig nie en mag geen werknemer en geen werkende werkewer werk in die Bouwewerheid onderneem of verrig nie.

(3) Benewens die jaarlikse verlof en openbare vakansiedae genoem in subklousules (1) en (2), moet nog drie openbare vakansiedae as verlof aan die werknemers toegestaan word, nl. Goeie Vrydag, Paasmaandag en Hemelvaartsdag, en op hierdie dae mag geen werk verrig word nie tensy die skriftelike toestemming van die Raad vooraf verkry is.

(4) Benewens die besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig is, moet 'n werkewer aan sy werknemers die bedrae betaal wat hieronder gespesifieer word:—

(a) Vakleerlinge—

(i) *Vakansietydperk.*—Die loon en lewenskostetoelae wat 'n vakleerling sou verdien het as hy gedurende genoemde tydperk vir sy werkewer gewerk het, en sodanige bedrag moet op die laaste betaaldag voor die begin van die vakansietydperk betaal word; met dien verstande dat in die geval van vakleerlinge wie se dienskontrakte beëindig word voor die laatste dag wat die begin van die vakansietydperk voorafgaan, die werkewer aan sodanige vakleerlinge 'n bedrag moet betaal van minstens een-sesde van die weekloon ten opsigte van elke voltoode maand diens gedurende die jaar wat sodanige vakansie vooraf gegaan het.

(ii) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag en Hemelvaartsdag).*—Die loon en lewenskostetoelae wat 'n vakleerling sou verdien het as hy op genoemde openbare vakansiedae vir sy werkewer gewerk het, en sodanige bedrag moet betaal word op die betaaldag wat volg op die betrokke openbare vakansiedae.

(b) *Ambagsmanne.*—'n Werkewer moet aan 'n werknemer vir wie 'n loon in klousule 4 (1) van die Ooreenkoms voorgeskryf word, 'n bedrag van $5\frac{1}{2}$ sent per uur betaal ten opsigte van elke uur of gedeelte van 'n uur gedurende die week gewerk, met dien uitsondering dat, behoudens die bepalings van klousule 9 (2) geen bedrag ten opsigte van oortyd of ure gewerk op 'n Saterdag, Sondag, of gedurende die jaarlike verlof en op die openbare vakansiedae genoem in subklousules (1), (2) en (3) hiervan betaal word nie. Met dien verstande dat, in die geval van 'n werknemer wat minder as 8 uur in 'n week vir 'n werkewer werk, die bedrag verskuldig ingevolge dié subklousule, onmiddellik by beëindiging van sy diens of aan die end van die laaste werkdag van die week, naamlik die vroegste datum, betaal moet word.

(5) (a) Behoudens die bepalings van onderstaande paragrafe (b) en (c), moet 'n werkewer 'n bedrag van R2.70 (twee rand sewentig sent) per week aftrek van die weeklikse besoldiging wat verskuldig is aan elkeen van sy werknemers vir wie lone in klousule 4 (1) van die Ooreenkoms voorgeskryf word. [Daar word geboekstaaf dat van die bedrag van R2.70 per week, $5\frac{1}{2}$ sent per uur ingevolge subklousule 4 (d) deur die werkewer bygedra word en 'n half sent per uur ($22\frac{1}{2}$ cents per week) deur die werknemer.]

(b) Waar 'n werknemer deur twee of meer werkewers gedurende dieselfde week in diens geneem word, moet die bedrag vir daardie week afgetrek word deur die werkewer by wie hy die eerste gedurende daardie week vir minstens 8 uur in diens was.

(c) Geen bedrag mag ten opsigte van 'n werknemer wat vir minder as 8 uur in enige week van Maandag tot en met Vrydag vir 'n werkewer gewerk het, afgetrek word nie. In so 'n geval moet die werkewer aan sodanige werknemer die bedrag wat in subklousule 4 (b) hiervan gespesifieer word, in kontant betaal onmiddellik by sy diensbeëindiging of aan die einde van die laaste werkdag van die week, naamlik die vroegste datum.

(6) (a) 'n Werkewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (5) van dié klousule afgetrek het, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewys ter waarde van sodanige bedrae uitreik wat op 'n leesbare wyse geroeier is met die naam van die firma, die datum van uitreiking en ook die naam of geregistreerde vakansiefondsnommer van die werknemer, en die werknemer moet sodanige bewys inplak in 'n bydraeboek wat hy van die Sekretaris van die Raad moet verkry en wat hy moet bewaar; met dien verstande dat die Raad 'n saamgestelde bewys mag uitreik om al die betalings in te sluit wat ingevolge klousule 18 van die Ooreenkoms gedoen is.

(b) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee filling in such particulars as the Council may from time to time prescribe. An employer shall pay an amount of ten cents for each contribution book, and shall be entitled to deduct the amount from the wages of the employee concerned. The funds derived from the sale of contribution books shall accrue to the general funds of the Council.

(c) The contribution books and vouchers issued to employees shall not be transferable nor shall they be ceded or pledged.

Vouchers acquired by any person otherwise than in accordance with this clause may be confiscated by the Council for the benefit of its funds.

(d) No vouchers may be issued to an employee except in accordance with this clause and no employee shall be entitled to payment in terms of sub-clause (10) in excess of 49 weekly deductions in respect of any period of twelve months ending on the third pay day in November.

(7) The vouchers referred to in sub-clause (6) shall be purchased by the employer from the Secretary of the Council and an adequate supply of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made on or before the 30th June in the year following that in which the vouchers were issued.

(8) (a) The amount paid to the Council in terms of sub-clause (7) hereof shall be paid by the Council into the fund known as the Building Industry Holiday Fund (hereinafter referred to as the "Holiday Fund").

(b) Any amounts held by the Council to the credit of the Holiday Fund may be invested from time to time on fixed deposit or on call with a bank, building society or General Post Office and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the Holiday Fund.

(9) (a) Each contribution book issued by the Council to employees for whom wages are prescribed in clause 4 (1) of this Agreement, shall contain three detachable coupons for payments in respect of Good Friday, Easter Monday and Ascension Day, of each year on the pay days for the respective weeks in which such public holidays fall; the coupons shall be in such a form as the Council may decide, and each coupon shall bear a number corresponding to the number of the employee's contribution book, shall stipulate the amount to be paid to the employee in respect of one day's pay and the minimum number of vouchers that must be in the book to entitle the employer to make payment.

(b) (i) On the pay day for the week in which the public holiday concerned falls, an employer shall pay to an employee the amount stipulated on the coupon referred to in paragraph (a) of this sub-clause, subject to the employee surrendering the relevant coupon, duly signed by him, to the employer prior to payment.

(ii) An employer shall be entitled to recover from the Council the amount paid to an employee in terms of sub-paragraph (i) provided that the employer lodges the coupon referred to, fully completed, with the Secretary of the Council within 14 days after the relative pay day.

(iii) An employer shall not be entitled to a refund of the amount if an employee has no vouchers in his contribution book, and in the event of the amount paid to the employee being in excess of the value of the vouchers in his contribution book, the employer shall be refunded only the actual amount of such vouchers.

(10) (a) As early as possible after the third pay day in November each year, and not later than one week thereafter each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed in his contribution book and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of sub-clause (9) of this clause. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(b) Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period, and may in its discretion authorise payment thereof.

(b) 'n Werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word; die werknemer moet al die besonderhede wat die Raad van tyd tot tyd mag voorskryf, in sodanige vorm invul. 'n Werkewer moet 'n bedrag van 10 cent vir elke bydraeboek betaal en is daaroor geregtig om die bedrag van die loon van die betrokke werknemer af te trek. Die geld verkry uit die verkoop van bydraeboeke, kom die algemene fondse van die Raad toe.

(c) Die bydraeboeke en bewyse wat aan werknemers uitgereik word, is nie oordragbaar nie en mag ook nie gesedeer of verpand word nie. Bewyse wat deur enigeen op 'n ander manier verkry word as ooreenkomsdig die bepalings van dié klousule, kan deur die Raad gekonfisieer word ten voordele van sy fondse.

(d) Geen bewyse mag aan 'n werknemer uitgereik word nie behalwe ooreenkomsdig die bepalings van dié klousule, en geen werknemer is geregtig op betaling nie, kragtens subklousule (10), van 'n groter bedrag as 49 weeklikse aftrekings ten opsigte van enige tydperk van 12 maande wat eindig op die derde betaaldag in November.

(7) Die werkewers moet die bewyse genoem in subklousule (6), van die Sekretaris van die Raad koop en voldoende hoeveelhede te alle tye in voorraad hou; met dien verstande dat 'n werkewer 'n terugbetaling van die waarde van alle ongebruikte bewyse van die Raad mag verkry. Daar moet voor of op 30 Junie in die jaar wat volg op dié waarin die bewyse uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(8) (a) Die bedrag wat ingevolge subklousule (7) hiervan aan die Raad betaal word, moet deur die Raad in die Fonds gestort word wat bekend staan as die Vakansiefonds van die Bouwywerheid (hieronder die „Vakansiefonds“ genoem).

(b) Enige bedrag waarmee die Vakansiefonds gekrediteer is en wat in besit van die Raad is, kan van tyd tot tyd op vaste deposito of as onmiddellik opvraagbaar belê word in 'n bank, bouverening of die Hoofposkantoor, en alle rente wat uit sodanige beleggings verkry word, is die uitsluitlike eiendom van die Raad as vergoeding vir die administrasie van die Fonds. Geen werkewer of werknemer het enige aanspraak ten opsigte van sodanige rente nie, en hulle is ook nie vir enige bydrae tot die onkoste verbonde aan die administrasie van die vakansiefonds aanspreeklik nie.

(9) (a) Elke bydraeboek wat deur die Raad uitgereik word aan werknemers vir wie lone in klousule 4 (1) van die Ooreenkoms voorgeskryf word, moet drie koepons, wat afgeskeur kan word, bevat vir betalings ten opsigte van Goeie Vrydag, Paasmaandag en Hemelvaartsdag van elke jaar op die betaaldae vir die betrokke weke waarin sodanige vakansiedae val; die koepons moet in die vorm wees wat die Raad mag bepaal, en elke koepon moet 'n nommer dra wat ooreenstem met die nommer van die werknemer se bydraeboek, moet die bedrag meld wat aan die werknemer betaal moet word ten opsigte van een dag se besoldiging, en moet die minimum getal bewyse meld wat in die boek moet wees ten einde die werkewer die reg te verleen om die bedrag te betaal.

(b) (i) Op die betaaldag vir die week waarin die betrokke openbare vakansiedag val, moet 'n werkewer aan 'n werknemer die bedrag betaal wat gemeld word op die koepon genoem in paragraaf (a) van dié subklousule, op voorwaarde dat die werknemer die betrokke koepon, behoorlik deur hom onderteken, aan die werkewer moet afgee voordat die bedrag betaal word.

(ii) 'n Werkewer is geregtig om die bedrag wat ingevolge subparagraaf (i) aan 'n werknemer betaal is, van die Raad terug te vorder mits die werkewer die betrokke koepon, behoorlik ingeval, by die Sekretaris van die Raad inlever binne 14 dae na die betrokke betaaldag.

(iii) 'n Werkewer is nie op terugbetaling van die bedrag geregtig nie indien 'n werknemer geen bewys in sy bydraeboek het nie, en ingeval die bedrag wat aan die werknemer betaal is, groter is as die waarde van die bewyse in sy bydraeboek, word slegs die werklike bedrag van sodanige bewyse aan die werkewer terugbetaal.

(10) (a) Elke werknemer moet so gou moontlik na die derde betaaldag in November elke jaar en nie later as een week daarna nie, sy bydraeboek by die Sekretaris van die Raad inruil vir 'n kwitansiekaart. Die Raad moet die bedrag verskuldig aan 'n werknemer, soos weerspieël deur die waarde van die bewyse wat in sy bydraeboek geplak is, vasstel en sodanige bedrag aan die werknemer betaal op 'n datum waaroor die Raad moet besluit maar wat nie later mag wees nie as die dag voor die begin van die vakansietydperk; bedrae wat die Raad ingevolge subklousule (9) van dié klousule mag betaal het, word van hierdie bedrag afgetrek. Tensy die Raad andersluidende magtiging verleen, moet die bedrag betaal word deur middel van 'n tjet ten gunste van die werknemer, en geen opdrag of magtiging om die bedrag aan enige ander persoon te betaal, word erken nie.

(b) Ingeval 'n werknemer versu om sy vakansiegeeid binne 'n tydperk van ses maande vanaf die datum waarop die vakansietydperk begin, op te eis, verbeur hy dit en val dit die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling wat na genoemde tydperk ingedien word, oorweeg, en mag na goedvnde magtiging verleen vir die betaling daarvan.

(c) The Council shall not be liable to make payment in respect of any vouchers issued to employees in terms of sub-clause (6) (a) of this clause unless—

(i) such vouchers are affixed in a contribution book obtained from the Council;

(ii) such vouchers are properly cancelled in terms of sub-clause 6 (a) of this clause; and

(iii) such contribution book is deposited with the Secretary of the Council before the commencement of the holiday period prescribed in sub-clause (1) of this clause, provided that the Council may authorise payment to any employee who has not lodged his contribution book by such date.

(d) Subject to the provisions of sub-clause (9) of this clause an employee shall not be entitled to claim payment for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (a) of this sub-clause. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the fund shall be paid to his estate by cheque drawn in favour of such estate, upon his contribution book being lodged with the Secretary of the Council.

(11) (a) During the holiday period referred to in sub-clauses (1) and (2) of this clause, no employer shall require or permit any employee to, and no employee or working employer shall perform any work in the industry other than emergency work and/or such other work as may be permitted by the Council in its discretion.

(b) Where an employee is employed during the whole or any portion of the period referred to in sub-clause (a) hereof he shall be granted as early as possible thereafter, as from the date fixed by the Council, a period of leave equal to the period which he has worked.

(12) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Holiday Fund at least once annually and, not later than the 31st January in each year, prepare a statement showing—

(a) all moneys received—

(i) in terms of sub-clause 8 (a) hereof;

(ii) from any other sources; and

(b) expenditure incurred under all headings during the 12 months ended the 30th November preceding, together with a balance sheet showing the assets and liabilities of the fund as at that date. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council.

Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby be transmitted by the Council to the industrial registrar.

(13) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council until it is liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Holiday Fund was created or continued in a subsequent Agreement.

(14) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section *thirty-four* (2) of the Act, the Registrar may appoint a Committee from employers and employees in the Industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee to carry out the duties of the Committee and such trustee shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement, the fund shall be liquidated by the Committee functioning in terms of this sub-clause or the trustee or trustees as the case may be, in the manner set forth in sub-clause (15) 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.

(15) Upon liquidation of the fund in terms of sub-clause (13) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the Holiday Fund including administration and liquidation expenses shall be paid into the general funds of the Council.

(c) Die Raad is nie vir betalings ten opsigte van bewyse wat ingevolge subklousule (6) (a) van dié klousule aan werkneemers uitgereik is, aanspreeklik nie, tensy—

(i) sodanige bewyse ingeplak is in 'n bydraeboek wat van die Raad verkry is;

(ii) sodanige bewyse behoorlik geroejer is ooreenkomsdig subklousule (6) (a) van dié klousule; en

(iii) sodanige bydraeboek by die Sekretaris van die Raad ingedien is voor die begin van die vakansietydperk voorgeskrif in subklousule (1) van dié klousule, met dien verstande dat die Raad magtiging verleen word vir betaling aan enige werkneemers wat nie sy bydraeboek teen sodanige datum ingedien het nie.

(d) Behoudens die bepalings van subklousule (9) van dié klousule is 'n werkneemers nie voor die dag wat die Raad ooreenkomsdig die bepalings van paragraaf (a) van dié subklousule voorgeskrif het, daartoe geregtig om betaling ten opsigte van enige bewyse wat aan hom uitgereik is, te eis nie. Die Raad het egter die reg om magtiging vir sodanige betaling te verleen as hy van mening is dat dit raadsaam is om te doen. Ingeval 'n werkneemers sterwe kom, moet die bedrag wat die Fonds aan hom verskuldig is, deur middel van 'n tiek wat ten gunste van sy boedel uitgemaak is, aan sodanige boedel betaal word wanneer sy bydraeboek by die Sekretaris van die Raad ingedien word.

(11) (a) Gedurende die vakansietydperk genoem in subklousules (1) en (2) van dié klousule, mag geen ander werk in die Nywerheid as noodwerk en/of sodanige ander werk wat die Raad na sy goedvinding mag toelaat, deur 'n werkneemers of 'n werkende werkewer verrig word nie, en mag geen werkewer van 'n werkneemers vereis of hom toelaat om dit te doen nie.

(b) Wanneer 'n werkneemers gedurende die hele tydperk genoem in subklousule (a) hiervan of gedurende 'n gedeelte daarvan werkzaam is, moet daar so gou moontlik daarna en vanaf 'n datum wat die Raad vasstel, aan hom verlof verleen word wat gelyk is aan die tydperk wat hy gewerk het.

(12) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se besoldiging deur die Raad bepaal moet word, moet die rekenings van die Vakansiefonds ten minste een maal elke jaar ouditeur en op of voor 31 Januarie elke jaar 'n staat opstel wat die volgende besonderhede aantoon:—

(a) Alle geld ontvang—

(i) ooreenkomsdig die bepalings van subklousule 8 (a) hiervan;

(ii) uit enige ander bron; en

(b) uitgawes wat gedurende die 12 maande geëindig op die vorige 30ste November, onder alle hoofde aangegaan is, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Juiste afskrifte van die geouditeerde staat en balansstaat, medeonderteeken deur die Voorsitter van die Raad, en van die ouditeursverslag daaroor, moet daarna by die kantoor van die Raad ter insae lê. Die Raad moet gesertifiseerde afskrifte van die staat, balansstaat en ouditeursverslag so gou moontlik maar nie later nie as drie maande na verloop van die tydperk wat daardeur gedek word, aan die Nywerheidsregistereur stuur.

(13) Ingeval die Ooreenkoms weens verloop van tyd verval of om enige ander rede gestaak word, moet die Fonds nog deur die Raad geadministreer word totdat dit gelikwiede of deur die Raad oorgedra is aan 'n ander fonds wat in die lewe geroeier is vir dieselfde doel as dié waarvor die oorspronklike Vakansiefonds gestig is, of totdat dit by 'n daaropvolgende Ooreenkoms voortgesit word.

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

(15) By die likwidasie van die Fonds ooreenkomsdig die bepalings van subklousule (13) van dié klousule, moet die geld waarmee die fonds nog gekrediteer is, na betaling van alle eise teen die vakansiefonds, met inbegrip van die administrasie- en likwidasiestukkete, in die algemene fondse van die Raad gestort word.

24. EMPLOYMENT OF MINORS.

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

25. ENGAGEMENT OF EMPLOYEES.

(1) Subject to the provisions of sub-clause (4) of this clause, members of the trade unions agree to accept employment only with members of the employers' organisation (which is party to this Agreement) and members of the employers' organisation agree to employ in occupations for which wages are prescribed in clause 4 (1) of this Agreement only members of the trade unions (which are party to this Agreement).

(2) Proof of membership by an employee of any of the trade unions shall be a working card, issued by the trade union in such form as the Council may agree from time to time, confirming that the employee concerned is a member of the relevant union and in good standing in respect of the period as shown on such card. The trade unions shall keep the Council advised of the names of all newly enrolled employees, and those employees who, according to the records of the respective union, are not in good standing.

(3) An employer shall not engage and/or retain in his employ an employee who is not in possession of a current and valid working card.

(4) The provisions of sub-clause (1) shall not apply—

- (a) to foremen employed in a supervisory capacity, but shall not preclude such employees from using tradesmen's tools on occasions should this be necessary from time to time;
- (b) to an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of such trade union, the provisions of this clause shall immediately come into operation in respect of such immigrant;
- (c) apart from the rights of a person in terms of section fifty-one (10) of the Act, where an employer or an employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause and has reported such refusal within fourteen days;
- (d) to an employee whose services cannot be retained in terms of sub-clause (1) hereof unless he can be replaced; either through the agency of the trade unions or the Industrial Council, by an employee in possession of an up-to-date endorsed working card.

26. GENERAL CONDITIONS OF EMPLOYMENT AND ISSUE OF SERVICE CERTIFICATES.

The following provisions shall be binding upon employers and employees one month from the date of coming into operation of this Agreement:—

- (1) No employer shall employ any person in any of the trades listed and defined under the definition of the term "Building Industry" in clause 3 of this Agreement, and for whom wages are prescribed in clause 4 of this Agreement, unless such person is in possession of a certificate issued by the Council enabling him to be employed in any of the trades aforementioned.
- (2) Every person employed in any of the trades referred to in sub-clause (1) or any person who desires to be employed in any of these trades, shall apply to the Council, on such form as may be prescribed by the Council, for a certificate enabling him to be employed in any of the trades prescribed under the definition of the term "Building Industry" in terms of clause 3 of this Agreement, and he may, if granted such certificate, be so employed thereafter in the trades specified and appearing on his certificate.
- (3) (i) The Council shall forthwith issue such certificate as required in terms of sub-clauses (1), (2) and (5), signed by the Secretary of the Council, setting forth the full names of the persons, his date of birth, identity number (where this is known), race, registered Holiday Fund number and the fact that the person named is permitted to be employed in any of the specified trades; in respect of every applicant who is employed in the Industry at the date of coming into operation of this provision or who seeks employment in the Industry after that date and who produces proof that he has—
 - (a) completed his apprenticeship contract in terms of the Apprenticeship Act; or
 - (b) qualified under the Training of Artisans Act;
 - (c) been employed in the Industry, whether within the jurisdiction of this Council or elsewhere, in any of the specified trades for at least 5 years.

24. INDIENSNEMING VAN MINDERJARIGES.

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

25. INDIENSNEMING VAN WERKNEMERS.

(1) Behoudens die bepalings van subklousule (4) van dié klousule stem lede van die vakverenigings daarmee in om slegs by lede van die werkgewersorganisasie (wat 'n party by die Ooreenkoms is), werk aan te neem en stem lede van die werkgewersorganisasie daarmee in om slegs lede van die vakverenigings (wat partye by hierdie Ooreenkoms is) in diens te neem in die beroep waarvoor lone in klousule 4 (1) van die Ooreenkoms voorgeskryf word.

(2) Die bewys dat 'n werknemer lid is van enige van die vakverenigings, is 'n werkkaart wat deur die vakvereniging uitgereik word in die vorm wat die Raad van tyd tot tyd mag goedkeur en waarin bekragtig word dat die betrokke werknemer lid is van die betrokke vereniging en volwaardig is ten opsigte van die tydperk op sodanige kaart gemeld. Die vakverenigings moet die Raad altyd verwittig van die name van werknemers wat pas ingeskryf is, en die name van daardie werknemers wat, volgens die register van die betrokke vakvereniging, nie volwaardig is nie.

(3) 'n Werkewer mag nie 'n werknemer wat nie in besit van 'n lopende en geldige werkkaart is, in diens neem en/of in sy diens hou nie.

(4) Die bepalings van subklousule (1) is nie van toepassing nie—

- (a) op voormanne wat in 'n toesighoudende hoedanigheid in diens is, maar dit belet nie sodanige werknemers om by geleentheid, wanneer dit van tyd tot tyd nodig is, die gereedskap van 'n ambagsman te gebruik nie;
- (b) op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstaande dat, as 'n immigrant te enige tyd na verloop van die eerste drie maande vanaf die datum waarop hy by die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging, lid daarvan te word, die bepalings van dié klousule onmiddellik ten opsigte van sodanige immigrant in werking tree;
- (c) waar 'n werkewer of 'n werknemer, afgesien van die regte van 'n persoon kragtens die bepalings van artikel 51 (10) van die Wet, na die mening van die Raad sonder redelike gronde afgewys is as lid van 'n party by die Ooreenkoms, en sodanige afgwysing binne 14 dae gerapporteer het;
- (d) op 'n werknemer wie se dienste nie ingevolge subklousule (1) hiervan behou kan word nie tensy hy deur tussenkom van die vakverenigings of die Nywerheidsraad vervang kan word deur 'n werknemer wat in besit is van 'n werkkaart waarop aangeteken is dat dit nog geldig is.

26. ALGEMENE DIENSVORWAARDES EN UITREIKING VAN DIENSSERTIFIKATE.

Die volgende bepalings is bindend vir werkgewers en werknemers een maand vanaf die datum waarop die Ooreenkoms van krag word:—

- (1) 'n Werkewer mag niemand in diens neem nie in enige van die beroepe wat onder die woordomskrywing van „Bounywerheid“ in klousule 3 van die Ooreenkoms gelys en omskryf is, en vir wie lone voorgeskryf is in klousule 4 van die Ooreenkoms, tensy sodanige persoon in besit is van 'n sertifikaat wat deur die Raad uitgereik is en wat hom magtig om in enige van voornoemde beroepe in diens geneem te word.
- (2) Enigiemand wat in diens is in een van die beroepe genoem in subklousule (1) of enigiemand wat in enige van daardie beroepe in diens geneem wil word, moet by die Raad aansoek doen op sodanige vorm as wat die Raad mag voorskryf, om 'n sertifikaat wat hom in staat stel om in diens geneem te word in enige van die beroepe voorgeskryf onder die woordomskrywing van „Bounywerheid“ ooreenkombig klousule 3 van die Ooreenkoms, en hy mag daarna, as sodanige sertifikaat toegestaan word, in diens geneem word in die beroepe gespesifieer op en wat voor-kom op sy sertifikaat.
- (3) (i) Die Raad reik onmiddellik so 'n sertifikaat uit as wat verlang word ooreenkombig subklousules (1), (2) en (5), onderteken deur die Sekretaris van die Raad, wat die volle naam van die persoon aangee, sy geboortedatum, identiteitsnummer (waar bekend), ras, geregistreerde vakansiefondsnummer en die feit dat genoemde persoon toegelaat word om in diens geneem te word, in enige van die gespesifieerde beroepe, ten opsigte van elke aansoeker wat in diens is in die Nywerheid op die datum waarop hierdie bepaling van krag word of wat indiensneming in die Nywerheid verlang na daardie datum en wat bewys kan voorloë dat hy—
 - (a) sy vakleerlingskapkontrak ingevolge die Wet op Vakleerlinge voltooi het; of
 - (b) gekwalifiseer het kragtens die Wet op Opleiding van Vakmanne; of
 - (c) in diens was in die Nywerheid, hetsy binne die jurisdiksies van die Raad of elders, in enige van die genoemde beroepe, vir minstens vyf jaar.

- (ii) Any other person applying for a certificate and who does not fall under any of the categories mentioned in sub-paragrapgs (a), (b) and (c) of paragraph (i) will be required to furnish the Council with such documentary and/or practical proof as it may deem necessary in substantiation of the applicant's proficiency, before being issued with a certificate by the Council in terms of paragraph (i).
- (4) Every person who successfully applies to the Council for a certificate in terms of this clause shall be furnished with such certificate free of charge, provided that the Council shall be entitled to charge an amount of 15 cents for each duplicate certificate issued on application by or on behalf of a holder of a certificate.
- (5) (a) Every employer shall, after the coming into force of this Agreement, upon termination of services of an employee, complete the details on the employee's service card, i.e. show the full names of the employer, the nature of employment, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.
- (b) Every employee who has been issued with a certificate in terms of sub-clause (3), shall, on accepting further employment in the Industry produce the certificate to the employer.
- (c) No employer shall engage an employee unless such an employee produces a certificate, issued in terms of sub-clause (3) or (4) hereof.
- (d) Upon the engagement or termination of services of an employee, the employer shall advise the Secretary of the Council thereof by inserting these details on the monthly return form, prescribed in terms of sub-clause (9) of clause 18 of this Agreement.
- (6) No provision contained in this Agreement which prohibits the engagement or employment of a person on any trade shall be deemed to relieve the employer from paying the remuneration prescribed and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

27. APPLICATION.

No employer or employee may waive the provisions of this Agreement whether or not the said provision creates a benefit or obligation upon the employer or employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision of this Agreement being inoperative or ultra vires the powers of the parties or the Minister either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of section forty-eight of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

28. ADMINISTRATION OF AGREEMENT.

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

Signed at Pietermaritzburg, on behalf of the Parties, on this 29th day of June, 1961.

J. J. BOSHOFF,
Chairman of the Council.

J. M. PUGIN,
Vice-chairman of the Council.

D. J. BOSHOFF,
Secretary of the Council.

(ii) Enige ander persoon wat aansoek doen om 'n sertifikaat en wat nie onder enige van die kategorieë val wat in subparagrawe (a), (b) en (c) van paragraaf (i) genoem is nie, sal die Raad moet voorsien van sodanige dokumentêre en/of praktiese bewys as wat die Raad mag nodig ag om die applikant te bevoegdheid te staaf voordat 'n sertifikaat deur die Raad ooreenkomsdig paragraaf (i) aan hom uitgereik word.

- (4) Elke persoon wie se aansoek by die Raad om 'n sertifikaat ooreenkomsdig hierdie klousule slaag, moet gratis van sodanige sertifikaat voorsien word, met dien verstande dat die Raad daarop geregtig is om 'n bedrag van 15 sent te vra vir elke duplikaatsertifikaat uitgereik op aanvraag deur of namens 'n houer van 'n sertifikaat.
- (5) (a) Nadat hierdie Ooreenkoms van krag word, moet elke werkgever by die diensbeëindiging van 'n werknemer die besonderhede op die werknemer se dienskaart invul, d.w.s. die volle naam van die werkgever aandui, asook die aard van sy diens, die datum waarop hy begin werk het, en waarop sy kontrak beëindig is en die loonskaal op die datum van sodanige diensbeëindiging.
- (b) Elke werknemer aan wie 'n sertifikaat uitgereik is ooreenkomsdig subklousule (3), moet, wanneer hy weer in die Nywerheid in diens geneem word, die sertifikaat aan die werkgever toon.
- (c) Geen werkgever mag 'n werknemer in diens neem nie tensy sodanige werknemer 'n sertifikaat toon wat uitgereik is ooreenkomsdig subklousule (3) of (4) hiervan.
- (d) By indiensneming of diensbeëindiging van 'n werknemer, moet die werkgever die Sekretaris van die Raad daarvan in kennis stel deur die besonderhede op die maandelikse staat in te vul wat voorgeskryf is ooreenkomsdig subklousule (9) van klousule 18 van die Ooreenkoms.
- (6) Geen bepaling in hierdie Ooreenkoms wat die indiensneming verbied van 'n persoon in enige beroep, mag vertolk word as sou die werkgever vrystel van betaling van die voorgeskrewe besoldiging en nakoming van die voorwaardes wat hy sou moes betaal of nagekom het indien sodanige indiensneming nie verbied was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en verpligte na te kom asof sodanige indiensneming nie verbode was nie.

27. TOEPASSING.

Geen werkgever of werknemer mag van die bepalings van die Ooreenkoms afsien nie, afgesien daarvan of genoemde bepalings 'n voordeel skep vir of 'n verpligting plaas op die betrokke werkgever of werknemer. Elke bepaling skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval enige bepaling van die Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betrekbaar voor of na die publikasie van die Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van artikel agt-en-veertig van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitslae.

28. TOEPASSING VAN OOREENKOMS.

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

Namens die partye op hede die 29ste dag van Junie 1961, in Pietermaritzburg onderteken.

J. J. BOSHOFF,
Voorsitter van die Raad.

J. M. PUGIN,
Ondervorsitter van die Raad.

D. J. BOSHOFF,
Sekretaris van die Raad.

No. 1144.]

[1 December 1961.

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

BUILDING INDUSTRY, NORTHERN NATAL.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Building Industry, Northern Natal, published under Government Notice No. 1143, dated 1st December, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

MARAIS VILJOEN,
Deputy-Minister of Labour.

No. 1144.]

[1 Desember 1961.

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

BOUNYWERHEID, NOORD-NATAL.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Noord-Natal, gepubliseer by Goewermentskennisgewing No. 1143 van 1 Desember 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

MARAIS VILJOEN,
Adjunk-minister van Arbeid.

No. 1145.]

[1 December 1961.

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

BUILDING INDUSTRY, NORTHERN NATAL.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom remuneration is prescribed in terms of sub-clause (1) of clause 4 of the Agreement for the Building Industry, Northern Natal, published under Government Notice No. 1143 of the 1st December, 1961.

MARAIS VILJOEN,
Deputy-Minister of Labour.

DEPARTMENT OF POSTS AND TELEGRAPHS.

POSTAGE RATES
TO DESTINATIONS IN SOUTH AFRICA

Letters (surface mail).....	$2\frac{1}{2}$ c for first oz.; 1c for each additional oz.
Letters (air mail).....	3c for first oz.; $1\frac{1}{2}$ c for each additional oz.
Postcards (surface mail).....	$1\frac{1}{2}$ c each.
Postcards (air mail).....	2c each.
Aerogrammes.....	$2\frac{1}{2}$ c each.
Printed Papers.....	1c for first 2 oz.; $\frac{1}{2}$ c for each additional 2 oz.
Commercial papers.....	1c per 2 oz.
Newspapers.....	$\frac{1}{2}$ c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.
Parcels (ordinary).....	Up to 8 oz..... 5c Above 8 oz. up to 2 lb.... 10c Above 2 lb. up to 7 lb.... 30c Above 7 lb. up to 11 lb.... 60c Above 11 lb. up to 22 lb... R1.10
Parcels (agricultural)	$2\frac{1}{2}$ c per lb.
Parcels (air mail).....	10c per $\frac{1}{2}$ lb.
* Cash on delivery fees..	For trade charges up to and including R2..... 15c For each additional R2 or part thereof..... $2\frac{1}{2}$ c

† Parcel insurance fees....	Fee.	Limits of compensation.
	5c	R10
	6c	R20
Plus 1c for each additional R20 or part thereof up to a maximum of R400		
Registration fee..... 5c per article.		
Express delivery fees.... Handling charge 5c Delivery charge 5c per mile or part of a mile.		

N.B.—The postage rates on letters, postcards, air letter forms (aerogrammes), printed papers, commercial papers and samples to destinations in the African Postal Union (South West Africa, Basutoland, Bechuanaland Protectorate, Swaziland, Angola, Congolese Republic (formerly Belgian Congo), Federation of Rhodesia and Nyasaland, French Cameroons, French Equatorial Africa (Central African Republic; Chad, Republic of; Congo, Republic of; and Gabon Republic), Madagascar, Mozambique, Kenya, Uganda and Tanganyika), are the same as those within South Africa for surface and air mail, respectively.

* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Uganda and Tanganyika, Mozambique and the Federation.

† An insured parcel service is also available to the Federation. Parcels for this destination cannot, however, be insured for more than R120.

No. 1145.]

[1 Desember 1961.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAES BETAALBAAR INGEVOLGE OORLOGSMAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.

BOUNYWERHEID, NOORD-NATAL.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepaling van subregulasie (1) van regulasie vier van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die bepaling van genoemde regulasies op ten opsigte van alle werknemers vir wie besoldiging voorgeskryf word in subklousule (1) van klousule 4 van die Ooreenkoms vir die Bounywerheid, Noord-Natal, gepubliseer by Goewermentskennisgewing No. 1143 van 1 Desember 1961.

MARAIS VILJOEN,
Adjunk-minister van Arbeid.

DEPARTEMENT VAN POS-EN-TELEGRAAFWESE.

POSTARIEWE
NA BESTEMMINGS IN SUID-AFRIKA

Briewe (landpos).....	$2\frac{1}{2}$ c vir eerste ons; 1c vir elke bykomende ons.
Briewe (lugpos).....	3c vir eerste ons; $1\frac{1}{2}$ c vir elke bykomende ons.
Poskaarte (landpos).....	$1\frac{1}{2}$ c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	$2\frac{1}{2}$ c elk.
Drukwerk.....	1c vir eerste 2 onse; $\frac{1}{2}$ c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
Nuusblaiae.....	$\frac{1}{2}$ c per 4 onse per eksemplaar. Maksimum gewig per pakkie, 1 lb.
Monsters.....	1c per 2 onse.
Pakkette (gewone).....	Tot 8 onse..... 5c Bo 8 onse tot 2 lb.... 10c Bo 2 lb. tot 7 lb.... 30c Bo 7 lb. tot 11 lb.... 60c Bo 11 lb. tot 22 lb..... R1.10
Pakkette (landbou).....	$2\frac{1}{2}$ c per lb.
Pakkette (lugpos).....	10c per $\frac{1}{2}$ lb.
* K.B.A.-geld.....	Vir handelsbedrae tot en met R2..... 15c Vir elke bykomende R2 of gedeelte daarvan..... $2\frac{1}{2}$ c

† Pakketversekeringsgeld:	Versekeringsgeld.	Maksimum vergoeding.
	5c	R10
	6c	R20

plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400.

Registrasiegeld.....	5c per posstuk.
Spoedbestelgeld.....	Hanteerkoste... 5c
Afleweringskoste	5c per myl of gedeelte daarvan.

L.W.—Die postariewe op briewe, poskaarte, lugbriefvorms (lugbriewe), drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika (Suidwes-Afrika, Basoetoland, Betsjoeanalandprotektoraat, Swaziland, Angola, Kongolese Republiek (voorheen Belgiese Kongo), Federasie van Rhodesië en Njassaland, Frans-Kamaroen, Frans-Ekwatoriaal-Afrika (Gaboen, Republiek van; Kongo, Republiek van; Sentraal-Afrika, Republiek van; Tsad, Republiek van), Madagaskar, Mosambiek, Kenja, Uganda en Tanganjika is dieselfde as dié binne Suid-Afrika vir land- en lugpos, onderskeidelik.

* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Uganda en Tanganjika, Mosambiek en die Federasie.

† 'n Versekerde pakketdienis is ook beskikbaar na die Federasie. Pakkette vir dié bestemming kan egter nie vir meer as R120 versker word nie.