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[No 126.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1146.] [1 December 1961.
INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

BUILDING INDUSTRY, WESTERN PROVINCE.

AGREEMENT FOR THE CAPE PENINSULA.

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 second Monday after the date of publication of this notice and for the period ending five years from the said second Monday, upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of those organisations 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, 18, 20 and 24) shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown and Paarl; 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 the Cape, Wynberg, Bellville, Simonstown and Paarl and from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday, the provisions contained in the Agreement (excluding clauses 2, 18, 20, 22, 23 and 24) shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.
(1058/96B.)

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1146.] [1 Desember 1961.
WET, OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

BOUNYWERHEID, WESTELIKE PROVINSIE.

OOREENKOMS VIR DIE KAAPSE SKIEREILAND.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies 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, 18, 20 en 24) vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Bellville, Simonstad en Paarl; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms (uitgesonderd klousules 2, 18, 20, 22, 23 en 24) vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte die Kaap, Wynberg, Bellville, Simonstad en Paarl *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-Minister van Arbeid.
(1058/96B.)

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(WESTERN PROVINCE).

AGREEMENT

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

Master Builders' and Allied Trades' Association (Cape Peninsula);

Paarl-Wellington Monumental and Quarry Masters' Association;

(hereinafter called "the employers" or "the employers' organisations") of the one part, and the

Amalgamated Society of Woodworkers;

South African Operative Masons' Society;

Western Province Building and Allied Trades' Union;

Western Province Building Workers' Union;

(hereinafter called "the employees" or "the trade unions") of the other part,

being the parties to the Industrial Council for the Building Industry (Western Province).

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed—

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

(b) in the Cape Peninsula by all employees and employers in the Building Industry, who are members of the employers' organisation or of any of the trade unions;

provided that—

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

(ii) they shall apply to trainees under the Training of Artisans Act (Act No. 38 of 1951), in so far as they are not inconsistent with any regulations made or any conditions fixed under such Act;

(iii) the provisions of clauses 11, 12, 15, 18, 22, 23 and 24 shall not apply to employees engaged on unskilled work;

(iv) the provisions of clauses 4, 8, 9 and sub-clauses (2) to (12) inclusive of clause 21 shall not apply to foremen other than those employed in factories and workshops if their ordinary weekly earnings are at least R6 per week, or pro rata per month more than the total ordinary weekly remuneration of an employee for whom wages are prescribed in sub-paragraph (xv) of paragraph (a) of clause 4 (1). For the purpose of this proviso earnings shall not include any bonus, commission or *ex gratia* payments.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956, as amended.

"Apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, as amended, and as may be amended from time to time.

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following activities or subdivision thereof, including excavations and the preparation of sites

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE).

OOREENKOMS.

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die Master Builders' and Allied Trades' Association (Cape Peninsula);

Paarl-Wellington Monumental and Quarry Masters' Association

(hieronder die „werkgewers" of die „werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers;

South African Operative Masons' Society;

Western Province Building and Allied Trades' Union;

Western Province Building Workers' Union;

(hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Kaapprovinsie).

1. TOEPASSINGSBESTEK.

Die bepalings van hierdie Ooreenkoms word nagekom—

(a) in die landdrosdistrik Paarl deur alle werknemers wat werk saam is as klippesselaars, letterkappers, werknemers wat klippoleerwerk verrig en werknemers wat ongeskoolde werk verrig wat op enige manier in verband staan met voorreemde werksaamhede, en deur die werkgewers van al sodanige werknemers;

(b) in die Kaapse Skiereiland deur alle werknemers en werkgewers in die Bounywerheid, wat lede van die werkgewersorganisasie of van enigeen van die vakverenigings is;

met dien verstande dat—

(i) hierdie bepalings op vakleerlinge van toepassing is vir sover dit nie met die bepalings van die Wet op Vakleerlinge of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens voorgeskryf is, onbestaanbaar is nie;

(ii) hierdie bepalings op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne (Wet No. 38 van 1951), van toepassing is vir sover dit nie met 'n regulasie of met voorwaardes wat kragtens genoemde Wet gemaak of voorgeskryf is, onbestaanbaar is nie;

(iii) die bepalings van klousules 11, 12, 15, 18, 22, 23 en 24 nie op werknemers wat ongeskoolde werk verrig, van toepassing is nie;

(iv) die bepalings van klousules 4, 8, 9 en subklousules (2) tot en met (12) van klousule 21 nie op ander voormanne as dié wat in fabriek en werksinkels werk saam is, van toepassing is nie indien hul gewone weeklikse verdienste minstens R6 per week is of *pro rata* per maand meer is as die totale gewone weeklikse besoldiging van 'n werknemer vir wie lone in subparagraaf (xv) van paragraaf (a) van klousule 4 (1) voorgeskryf word. Vir die toepassing van hierdie voorbehoudsbepaling, omvat „verdiens" geen bonus, kommissie of *ex gratia*-betalings nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag vasstel en bly van krag vir vyf jaar vanaf daardie datum of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsvoorsiening, 1956, soos gewysig, omskryf word, het dieselfde betekenins as in daardie Wet.

„Wet" beteken die Wet op Nywerheidsversoening, 1956, soos gewysig.

„Vakleerling" beteken 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat geregistreer is ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, en soos dit van tyd tot tyd gewysig mag word.

„Bounywerheid" of „Nywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin die werkgever en die werknemer met mekaar geassosieer is met die doel om geboue en 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 ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde werksaamhede of onderverdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine

for buildings as well as the demolition of buildings, unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations—

bricklaying, which includes the fixing of concrete blocks, slabs or plates and glass bricks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, and shall also include drain-laying;

bituminous work and asphalt and sheeting, which includes the application of asphaltic saturated felt or fabrics, and/or other compositions or materials serving a similar purpose, to floors and/or walls and/or roofs;

fixing of fibrous plaster and skimmed plaster board ceilings, which includes the fixing of any necessary bracing, fibrous sheets and cornices, the flushing and skimming of joints and any plastering necessary to the ceiling boards;

fixing of corrugated asbestos sheets on all types of buildings or constructions, whether of steel or wood;

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

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

light-making in lead, which includes the manufacture and glazing relating thereto;

masonry, which includes stone cutting and building, also the cutting and building of ornamental and monumental stone work and the manufacture and erection of grave-stones and cemetery memorials of all types, letter cutting, the cutting and fixing of grave kerbing, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stone-polishing machinery, and the 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, the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;

painting, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, sizing, paperhanging, spraying, rolling, glazing, oiling with a brush, distempering, lime and colour washing, and knotting and priming;

plastering, which includes the plastering and skimming of all types of ceilings, modelling, mould making, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stone work, wall and floor tiling, paving and mosaic work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

slating and roof tiling;

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

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, asbestos tiles, shingling and other roof covering (other than corrugated asbestos sheets), sound and acoustic material, cork and asbestos insulation, wood lathing, brandering, composition ceiling (other than fibrous plaster ceiling) and wall covering, plugging of walls (excluding drilling), sandpapering for french polishing, covering of woodwork with metal, block and other flooring including wood, cork and rubber, cork carpeting and any class or kind of linoleum when fixed in any building or structure, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

"Cape Peninsula" means the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville.

vir geboue en ook die sloping van geboue, tensy die betrokke werkgewer bewys kan lewer dat sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie—

messelwerk, wat die volgende insluit: Die aanbring van betonblokke, -plaatblokke of -plate en glasstene, die beteeëling van mure en vloere, voegwerk, plaveiwerk, mosaiekwerk, voorwerk met leiklip, marmer en komposisiemateriaal, en ook rioolaanlegwerk;

bitumen-, asfalt- en plaatwerk, wat die volgende insluit: Die aanbring van asfalties versadigde vilt of doek en/of ander komposisiemateriaal of materiale wat vir 'n soortgelyke doel gebruik word, aan vloere en/of mure en/of dakke;

die aanbring van plafonne van veselpleister en afgewerkte pleisterbord, wat die volgende insluit: Die aanbring van al die nodige latwerk, veselplate en kroonlyste, die gelykmaak en afwerk van voë en al die pleisterwerk wat aan die plafonborde nodig is;

die aanbring van gegolfdde asbesplate aan alle soorte geboue of bouwerke, hetsy van staal of van hout;

lakpolitoerwerk, wat politoerwerk met 'n kwas of 'n kus-sinkie en bespuiting met 'n komposisiestof insluit;

skrynerwerk, wat die vervaardiging van alle doelgemaakte toebehorens en ingeboude meublement vir kombuise en alle skrynerwerkartikels insluit, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

glas-in-loodwerk, wat die vervaardiging van die ruite en die glasurings wat daarmee in verband staan, insluit;

klipmiesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap van klippe vir en die bou van sier- en monumentklipwerk en die vervaardiging en oprigting van grafstene en kerkhofgedenktekens van alle soorte, letterkapwerk, die kap en aanbring van grafrandstene, betonwerk en die aanbring of bou van voorafgegiëte en/of kunsklip of marmer, plaveiwerk, mosaiekwerk, voegstryking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

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

verfwerk, wat die volgende insluit: Die prosesse van versierwerk, emaljeerwerk, vlamskilderwerk, marmering, beitswerk, verniswerk, verguldwerk, belegwerk, sjabloonwerk, planeerwerk, muurplakwerk, spuitverfwerk, rolverfwerk, glasuurwerk, oliewerk met 'n kwas, distemperwerk, wit- en kleurkalkwerk, kwaslakwerk en grondverfwerk;

pleisterwerk, wat die volgende insluit: Die pleister en afwerk van alle soorte plafonne, modelleerwerk, die maak van vorms, granolitiese en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daarvan, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling, plaveien mosaiekwerk; afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

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

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

leiwark en dakbeteëling;

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

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, -masjienwerk, -draatwerk, houtsneewerk, die aanbring van gegolfdde sinkplate, asbesteëls, dakspaanbedekking en ander dakbedekkingswerk (uitgesonderd die aanbring van gegolfdde asbesplate), klank- en akoestiekmetaal, kurken asbesisolasië, houtbelatting, latwerk, komposisieplafonne (uitgesonderd veselpleisterplafonne) en muurbedekking, die aanbring van proppe in mure (uitgesonderd boorwerk), skuurwerk vir lakpolitoerwerk, die bedekking van houtwerk met metaal, blokies- en ander vloerwerk, met inbegrip van hout, kurk en rubber, kurktapytwerk en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie.

"Kaapse Skiereiland" beteken die landdrosdistrikte die Kaap, Wynberg, Simonstad en Bellville.

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

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

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

"Foreman" means an employee placed in charge of a job or jobs or a particular section of a job or jobs, who gives out work to employees under his control and supervises its progress towards completion and maintains discipline and generally is responsible to the employer for efficiency on the job or jobs and who may in addition perform the work of a journeyman either constantly or intermittently.

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

"Overtime" means any time worked outside of the hours prescribed in sub-clauses (1) and (6) and/or any time worked on any of the days mentioned in sub-clause (8) of clause 8 of this Agreement.

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

"Public transport" means transport by rail, motor-bus or trolley car.

"Statutory cost-of-living index figure" means the weighted average consumer price index figure relating to all items for the nine principal urban areas in the Republic of South Africa as assessed by the Director of Census and Statistics and published in the *Government Gazette*.

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

"Suitable sleeping accommodation" means a waterproof shelter capable of being securely locked with a wooden floor and furnished with beds or stretchers and the necessary washing and lavatory accommodation.

"Unskilled work" means any work (other than driving mechanical vehicles, operating a power-driven crane or operating a hoist), not included in the activities specifically referred to in the list of trades, viz., "bricklaying" to "woodworking" in the definition of Building Industry, and includes sandpapering by hand on building sites.

"Watchman" means an employee engaged in guarding premises, buildings, gates, vehicles, building materials or other property.

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

4. WAGES.

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

	Per Week. R c
(i) Drivers of mechanical vehicles—	
of a pay load of 16,001 lb. and over	12 00
of a pay load of 14,001 lb. and up to 16,000 lb.	11 00
of a pay load of 12,001 lb. and up to 14,000 lb.	10 00
of a pay load of 10,001 lb. and up to 12,000 lb.	9 00
of a pay load of 8,001 lb. and up to 10,000 lb.	8 00
all other mechanical vehicles	7 00
	Per Hour. Cents.
(ii) Employees engaged in unskilled work	10
provided that any employee engaged in unskilled work who, in addition to his ordinary work, performs the duties of a watchman shall be paid 50c per week extra.	
(iii) Operator of a hoist	15
(iv) Operator of a power-driven crane	17½
(v) Operators of floor sandpapering machines and employees engaged in the polishing of stones and terrazzo	26
(vi) Employees engaged on bituminous work and/or on the laying of asphalt and sheeting	26
(vii) Learner bituminous workers—	
during 1st year of experience	15
during 2nd year of experience	19
thereafter at the rate prescribed in sub-paragraph (vi)	
(viii) Putty glaziers	29½

"Raad" beteken die Nywerheidsraad vir die Bounywerheid (Weselike Kaapprovinsie) wat ooreenkomstig die bepalings van artikel twee van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ooreenkomstig die bepalings van artikel negentien van die Wet.

"Bestuurder" het, ten opsigte van 'n meganies aangedrewe voertuig, betrekking op die persoon wat beheer het oor die stuurapparaat daarvan.

"Noodwerk" beteken werk wat, indien dit nie sonder versuim gedoen word nie, die lewens, liggame en gesondheid van persone of eiendom in gevaar sal stel.

"Voorman" beteken 'n werknemer wat in die beheer geplaas is van 'n stuk werk of stukke werk of 'n bepaalde afdeling van 'n stuk werk of stukke werk, wat werk uitdeel aan die werknemers onder sy beheer en toesig hou oor die vordering wat gemaak word in die voltooiing van die werk en wat die tug handhaaf en oor die algemeen aan die werkgewer aanspreeklik is vir doeltreffende werkverrigting in verband met die stuk werk of stukke werk en wat daarbenewens of gedurig of by tussenpose die werk van 'n vakman mag verrig.

"Meganies aangedrewe voertuig" beteken 'n voertuig wat self aangedryf word deur middel van meganiese krag (uitgesonderd trollebusse en tweewielige voertuie) en wat vir die vervoer of sleep van alle soorte goedere gebruik word.

"Oortyd" beteken tyd gewerk buite die ure voorgeskryf in subklousule (1) en (6) en/of tyd gewerk op enigeen van die dae genoem in subklousule (8) van klousule 8 van hierdie Ooreenkoms.

"Loonvrag" beteken die maksimum gewig wat 'n motorvoertuig mag dra ooreenkomstig die bepalings van 'n motortransportertifikaat of sertifikaat van vrystelling van die verpligting om sodanige motortransportertifikaat uit te neem, wat ooreenkomstig die bepalings van die Motortransportwet (No. 39 van 1930), soos gewysig, en die regulasies daarkragtens afgekondig, deur die plaaslike Padvervoerraad (Kaapstad) uitge-reik is.

"Openbare vervoer" beteken vervoer per spoor, motorbus of trollewa.

"Statutêre lewenskoste-indeksyfer" beteken die beswaarde gemiddelde verbruikersprysindeksyfer wat betrekking het op alle items vir die nege vernaamste stedelike gebiede in die Republiek van Suid-Afrika, soos bepaal en in die *Staatskoerant* gepubliseer deur die Direkteur van Sensus en Statistiek.

"Bouwerk" beteken ook mure, keermure, monumente, graf-stene en kerkhofgedenktekens van alle soorte.

"Gesikhte slaapplek" beteken 'n waterdigte skuiling wat stewig toegesluit kan word, wat 'n houtvloer het en gemeubileer is met beddens of kampbeddens en wat die nodige was- en latrinegeriewe het.

"Ongeskoolde werk" beteken enige werk (uitgesonderd die bestuur van meganies aangedrewe voertuie, die bediening van 'n kragaangedrewe hyskraan of hystoestel) wat nie spesifiek in die lys ambagte, naamlik "messelwerk" tot "houtwerk", in die omskrywing van die Bounywerheid genoem word nie, en dit omvat ook skuurwerk wat met die hand op bouterreine verrig word.

"Wag" beteken 'n werknemer wat persele, geboue, hekke, voertuie, boumateriaal of ander eiendom bewaak.

"Werkende werkgewer" of "vennoot" beteken 'n werkgewer of 'n vennoot wat self werk verrig wat in die omskrywing van "Bounywerheid" ingesluit word.

4. LONE.

(1) (a) Behoudens die bepalings van paragraaf (b) van hierdie subklousule en van subklousule (2), (3) en (4) van hierdie klousule van hierdie Ooreenkoms, mag geen loon wat laer is as die volgende, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

(i) Bestuurders van meganies aangedrewe voertuie met 'n loonvrag van—	Per week. R c
16,001 lb. en meer	12 00
14,001 lb. en tot en met 16,000 lb.	11 00
12,001 lb. en tot en met 14,000 lb.	10 00
10,001 lb. en tot en met 12,000 lb.	9 00
8,001 lb. en tot en met 10,000 lb.	8 00
Bestuurders van alle ander meganies aangedrewe voertuie	7 00
(ii) Werknemers wat ongeskoolde werk verrig	Per uur. Sent.
met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en wat benewens sy gewone werk die pligte van 'n wag uitvoer, 50c per week ekstra betaal moet word.	10
(iii) Operateur van 'n hystoestel	15
(iv) Operateur van 'n kragaangedrewe hyskraan	17½
wat klippe en terrazzo poleer	26
(vi) Werknemers wat bitumenwerk verrig en/of wat asfalt en plate lê	26
(v) Operateurs van vloerskuurmasjiene en werknemers	
(vi) Leerling-bitumenwerkers—	
gedurende eerste jaar ondervinding	15
gedurende tweede jaar ondervinding	19
daarna die loon voorgeskryf in subparagraaf (vi).	
(viii) Werknemers wat ruite insit met stopverf	29½

	Per Hour. Cents.
(ix) Learner putty glaziers—	
during 1st year of experience	17
during 2nd year of experience	21
thereafter at the rate prescribed in sub-paragraph (viii)	
(x) Employees engaged in roof tiling and roof slating	33½
(xi) Learner roof tilers and slaters—	
during 1st year of experience	19
during 2nd year of experience	25
thereafter at the rate prescribed in sub-paragraph (x)	
(xii) Learner ceiling fixers—	
during 1st year of experience	21
during 2nd year of experience	26½
thereafter at the rate prescribed in sub-paragraph (xv)	
(xiii) Employees engaged in the fixing of corrugated asbestos sheets on all types of buildings or constructions, whether of steel or wood	38
provided that one in every five or less employees engaged in the said work shall be a carpenter who shall be paid not less than the wages prescribed in sub-paragraph (xv) of paragraph (a) of this sub-clause.	
(xiv) Employees in the painting trade (excluding paint sprayers) and employees engaged in french polishing using a brush	41½
Paint sprayers and employees engaged in french polishing using spray	43
(xv) Employees in all other trades	45½
	Per Week. R c
(xvi) Watchman	9 20
which rate shall include a holiday fund payment of 80 cents per week and a cost-of-living allowance of R4.40 per week; provided that the said cost-of-living allowance shall be increased or decreased by 20 cents per week in the event of any increase or decrease in the allowance payable to employees for whom wages are prescribed in sub-paragraph (ii); and provided further that—	
(aa) the wages prescribed in this sub-paragraph shall be in respect of a seven day week comprising seven shifts not exceeding 14 hours per shift;	
(bb) in the event of a lesser number of shifts being worked than prescribed in (aa) above, the rate per week shall be reduced pro rata;	
(cc) the Agreement conditions relating to hours of work, overtime and payment for work on Saturdays and Sundays and certain public holidays and shiftwork, shall not apply to this class of employee.	
(b) <i>Differential Rates.</i> —An employee who on any day performs two or more classes of work, for which different rates of wages are payable, shall be paid at the higher rate for all hours worked on such day.	
(c) <i>Cost-of-Living Allowance.</i> —In addition to the wages payable to employees under paragraph (a) of this sub-clause every employer shall pay from the date this Agreement comes into operation a cost-of-living allowance, as follows:—	
(i) At the rates laid down in War Measure No. 43 of 1942, as amended, and as may be amended from time to time, to each of his employees for whom wages are prescribed in sub-paragraph (i) of paragraph (a) of this sub-clause;	
(ii) at the rate of 11c per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (ii), (viii), (x) and during their second year of experience to each of his employees for whom wages are prescribed in sub-paragraph (xi) of paragraph (a) of this sub-clause;	
(iii) at the rate of 13c per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (iii) and (iv) of paragraph (a) of this sub-clause;	
(iv) at the rate of 9½c per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (v) of paragraph (a) of this sub-clause;	
(v) at the rate of 10c per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (vi) and during their first year of experience to each of his employees for whom wages are prescribed in sub-paragraph (xi) of paragraph (a) of this sub-clause;	
(vi) at the rate of 8c and 8½c per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (vii) and (ix) of paragraph (a) of this sub-clause, during the first and second years respectively, of their experience;	
(vii) at the rate of 16½c and 21c per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (xii) of paragraph (a) of this sub-clause, during the first and second years respectively, of their experience;	

	Per uur. Sent.
(ix) Leerling-werknemers wat ruite insit met stopverf—	
gedurende eerste jaar ondervinding	17
gedurende tweede jaar ondervinding	21
daarna die loon voorgeskryf in subparagraaf (viii).	
(x) Pandekkers en leidekkers	33½
(xi) Leerling-pandekkers en -leidekkers—	
gedurende eerste jaar ondervinding	19
gedurende tweede jaar ondervinding	25
daarna die loon voorgeskryf in subparagraaf (x).	
(xii) Leerling-plafoninsitters—	
gedurende eerste jaar ondervinding	21
gedurende tweede jaar ondervinding	26½
daarna die loon voorgeskryf in subparagraaf (xv).	
(xiii) Werknemers wat gegolfde asbesplate aanbring op alle soorte geboue of bouwerke, hetsy van staal of hout Met dien verstande dat daar onder elke vyf of minder as vyf werknemers wat genoemde werk verrig, 'n timmerman moet wees aan wie minstens dié loon betaal moet word wat voorgeskryf word in subparagraaf (xv) van paragraaf (a) van hierdie subklousule.	38
(xiv) Werknemers in die skilderambag (uitgesonderd verfspuiters) en werknemers wat lakpolitoerwerk met 'n kwas doen	41½
Verfspuiters en werknemers wat lakpolitoerwerk met 'n spuit doen	43
(xv) Werknemers in alle ander ambagte	45½
	Per week. R c
(xvi) Wag	9 20
Hierdie loon sluit 'n vakansiefondsbetaling van 80 sent per week en 'n lewenskostoelae van R4.40 per week in; met dien verstande dat genoemde lewenskostoelae met 20 sent per week verhoog of verlaag moet word ingeval die toelae wat betaalbaar is aan werknemers vir wie lone in subparagraaf (ii) voorgeskryf word, verhoog of verlaag word; en voorts met dien verstande dat—	
(aa) die loon wat in hierdie subparagraaf voorgeskryf word, ten opsigte van 'n week van sewe dae is wat bestaan uit sewe skofte van hoogstens veertien uur per skof;	
(bb) in geval minder skofte gewerk word as dié voorgeskryf in (aa) hierbo, die weekloon <i>pro rata</i> verminder word;	
(cc) die voorwaardes wat in hierdie Ooreenkoms voorgeskryf word in verband met werkure, oortyd, betaling vir werk op Saterdag, Sondag en sekere openbare vakansiedae en skofwerk, nie op hierdie klas werknemer van toepassing is nie.	
(b) <i>Differensiële lone.</i> —'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor verskillende lone betaalbaar is, moet vir al die ure op so 'n dag gewerk, teen die hoër loon besoldig word.	
(c) <i>Lewenskostoelae.</i> —Benewens die lone wat ingevolge paragraaf (a) van hierdie subklousule aan werknemers betaalbaar is, moet elke werkgewer vanaf die datum waarop hierdie Ooreenkoms in werking tree, 'n lewenskostoelae soos volg betaal:—	
(i) Teen die skaal voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, en soos dit van tyd tot tyd gewysig mag word, aan elkeen van sy werknemers vir wie lone in subparagraaf (i) van paragraaf (a) van hierdie subklousule voorgeskryf word;	
(ii) teen 11c per uur gewerk, aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (ii), (viii), (x) en aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (xi) van paragraaf (a) van hierdie subklousule, gedurende hul tweede jaar ondervinding;	
(iii) teen 13c per uur gewerk, aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (iii) en (iv) van paragraaf (a) van hierdie subklousule;	
(iv) teen 9½c per uur gewerk, aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (v) van paragraaf (a) van hierdie subklousule;	
(v) teen 10c per uur gewerk, aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (vi) en aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (xi) van paragraaf (a) van hierdie subklousule, gedurende hul eerste jaar ondervinding;	
(vi) teen 8c en 8½c per uur gewerk, aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (vii) en (ix) van paragraaf (a) van hierdie subklousule, onderskeidelik gedurende hul eerste en hul tweede jaar ondervinding;	
(vii) teen 16½c en 21c per uur gewerk, aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (xii) van paragraaf (a) van hierdie subklousule, onderskeidelik gedurende hul eerste en hul tweede jaar ondervinding;	

(viii) at the rate of 14c per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (xiii) of paragraph (a) of this sub-clause; provided that a carpenter who is being paid not less than the wages prescribed in terms of the proviso to the said sub-paragraph, shall be paid a cost-of-living allowance at the rate laid down in sub-paragraph (x) of this paragraph.

(ix) at the rate of 26½c per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (xiv) and (xv) of paragraph (a) of this sub-clause; provided that—

(aa) the allowances prescribed in sub-paragraphs (ii), (iii), (iv), (v), (vi), (vii) and (viii) of this paragraph shall be adjusted upwards or downwards at the rate of ¼c per hour as each notch of 1·8 points is traversed by the statutory cost of living index figure and the allowance prescribed in sub-paragraph (ix) of this paragraph, shall be adjusted upwards or downwards at the rate of ¼c per hour as each notch of ·7 points is traversed by the statutory cost-of-living index figure.

For these purposes "notch" shall mean each completed stage of 1·8 points or ·7 points variation in the said index figure upwards or downwards from 102·0 points, viz, upwards 103·8, 105·6, 107·4 etc., downwards 100·2, 98·4, 96·6, or upwards 102·7, 103·4, 104·1 or downwards 101·3, 100·6, 99·9, as the case may be.

Any increase or decrease in the allowance in terms of these provisions shall become effective from the commencement of the second pay-week following the publication of the statutory cost-of-living index figure;

(bb) the said allowance shall be payable on not more than 40 hours in any one week irrespective of whether such time was worked at ordinary or at overtime rates, except when the provisions of paragraphs (a) and (c) of sub-clause (3) of clause 9 apply;

(cc) notwithstanding the provisions of proviso (aa) hereof, the allowance payable to employees for whom wages are prescribed in sub-paragraphs (vi), (viii), (x), (xiii), (xiv) and (xv) of paragraph (a) of sub-clause (1) of this clause shall be decreased by ¼c per hour in the event of the deduction in respect of the Western Province Building and Allied Trades Sick Fund being reduced to 47 cents per week in terms of paragraph (b) of clause 23 (1), such decrease to become effective at the same time and to remain effective for the same period as the said reduction to 47 cents per week, provided that this proviso shall only apply in the case of members of the Trade Unions which are parties to the Council;

(dd) in the event of the allowances prescribed under War Measure No. 43 of 1942, as amended, or under any substituting or superseding legislation exceeding the amounts prescribed in paragraph (c) of sub-clause (1) hereof, an amount up to a maximum of 22½ per cent of the prescribed minimum wages applicable to employees for whom wages are prescribed in sub-paragraphs (v) to (xv) inclusive of paragraph (a) of sub-clause (1) hereof shall thereupon continue to count as cost-of-living allowance for the purpose of the said War Measure or of any substituting or superseding legislation;

(ee) in the event of legislation being introduced whereby the cost-of-living allowance or any part thereof, as prescribed in paragraph (c) of sub-clause (1) hereof is consolidated into basic wages, the minimum wage rates applicable to employees for whom wages are prescribed in sub-paragraphs (v) to (xv) inclusive, of paragraph (a) of sub-clause (1) hereof, shall be regarded as being in compliance with such legislation to the extent of a maximum of 22½ per cent of the said minimum wage rates per hour, and to the extent applicable, such amount shall be set off against any amount consolidated under such legislation;

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

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

(3) *Payment for Work on Certain Days.*—Double the actual rates of wages of an employee shall be paid by an employer for all time worked on Saturdays, Sundays, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day and New Year's Day, until the usual starting time on the following day; provided that double the rates shall not apply in respect of drivers of mechanical vehicles who are required or allowed to work on Saturdays, and provided further that the provisions of this sub-clause shall not apply to watchmen.

(viii) teen 14c per uur gewerk, aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (xiii) van paragraaf (a) van hierdie subklousule; met dien verstande dat 'n timmerman wat minstens die loon betaal word wat in die voorbehoudsbepaling van genoemde subparagraaf voorgeskryf word, 'n lewenskostetoelae moet ontvang soos voorgeskryf in subparagraaf (x) van hierdie paragraaf;

(ix) teen 26½c per uur gewerk, aan elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (xiv) en (xv) van paragraaf (a) van hierdie subklousule;

met dien verstande dat—

(aa) die toelae wat in subparagraaf (ii), (iii), (iv), (v), (vi), (vii) en (viii) van hierdie paragraaf voorgeskryf word, met ¼c per uur verhoog of verlaag moet word vir elke kerf van 1·8 punte wat die statutêre lewenskoste-indeksyfer styg of daal, en dat die toelae voorgeskryf in subparagraaf (ix) van hierdie paragraaf, met ¼c per uur verhoog of verlaag moet word vir elke kerf van 0·7 punte wat die statutêre lewenskoste-indeksyfer styg of daal.

Vir die toepassing van hierdie bepaling beteken „kerf” elke 1·8 punte of 0·7 punte wat genoemde indeksyfer styg of daal bo of onder 102·0 punte, d.w.s. opwaarts tot 103·8, 105·6, 107·4, ens., of afwaarts tot 100·2, 98·4, 96·6 of opwaarts tot 102·7, 103·4, 104·1 of afwaarts tot 101·3, 100·6, 99·9, na gelang van die geval.

'n Styging of daling in die toelae ooreenkomstig hierdie bepaling, word van krag vanaf die begin van die tweede betaalweek wat volg op die publikasie van die statutêre lewenskoste-indeksyfer;

(bb) behoudens die bepaling van paragraaf (a) en (c) van subklousule (3) van klousule 9, genoemde toelae betaalbaar is ten opsigte van hoogstens 40 uur in 'n bepaalde week, afgesien daarvan of daar gedurende sodanige tyd teen gewone lone of teen oortydione gewerk is;

(cc) ondanks die bepaling van voorbehoudsbepaling (aa) hiervan, die toelae wat betaalbaar is aan werknemers vir wie lone voorgeskryf word in subparagraaf (vi), (viii), (x), (xiii), (xiv) en (xv) van paragraaf (a) van subklousule (1) van hierdie klousule, met ¼c per uur verlaag moet word ingeval die aftrekking ten opsigte van die Western Province Building and Allied Trades Sick Fund ooreenkomstig die bepaling van paragraaf (b) van klousule 23 (1) tot 47c per week verlaag word, en sodanige verlaging tree in werking op dieselfde tyd en bly van krag vir dieselfde tydperk as genoemde verlaging van 47c per week; met dien verstande dat hierdie voorbehoudsbepaling slegs in die geval van lede van die vakverenigings wat partye by die Raad is, van toepassing is;

(dd) ingeval die toelae wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, of by enige plaasvervangende of vervangende wetgewing voorgeskryf word, hoër is as die bedrae voorgeskryf in paragraaf (c) van subklousule (1) hiervan, 'n bedrag van hoogstens 22½ persent van die voorgeskrewe minimum lone wat van toepassing is op werknemers vir wie lone voorgeskryf word in subparagraaf (v) tot en met (xv) van paragraaf (a) van subklousule (1) hiervan, vanaf sodanige tydperk steeds moet tel as lewenskoste-toelae vir die toepassing van genoemde Oorlogsmaatreël of enige plaasvervangende of vervangende wetgewing;

(ee) ingeval wetgewing aangeneem word waarby die lewenskostetoelae of 'n gedeelte daarvan, soos voorgeskryf in paragraaf (c) van subklousule (1) hiervan, met die basiese lone gekonsolideer word, die minimum lone wat van toepassing is op werknemers vir wie lone voorgeskryf word in subparagraaf (v) tot en met (xv) van paragraaf (a) van subklousule (1) hiervan, geag moet word in ooreenstemming met sodanige wetgewing te wees tot 'n maksimum van 22½ persent van genoemde minimum loon per uur, en sodanige bedrag moet, in die mate wat van toepassing is, in mindering gebring word teen enige bedrag wat ingevolge sodanige wetgewing gekonsolideer word;

(ff) die lewenskostetoelae wat ingevolge paragraaf (c) van subklousule (1) hiervan aan 'n werknemer betaalbaar is, enige toelae insluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, aan sodanige werknemer betaalbaar is, en waar die lewenskostetoelae wat ingevolge die Oorlogsmaatreël betaalbaar is, hoër is as dié wat ooreenkomstig genoemde paragraaf (c) van subklousule (1) betaalbaar is, moet die lewenskostetoelae wat by die Oorlogsmaatreël voorgeskryf word, behoudens die bepaling van voorbehoudsbepaling (dd) en (ee) hiervan betaal word.

(2) *Minderjariges.*—Lone wat nie laer is nie as dié wat die Nasionale Komitee vir Vakleerlinge in die Bounwyerheid voorgeskryf het vir die eerste jaar van 'n vakleerling, moet betaal word aan 'n minderjarige wat met die toestemming van die Registrateur van Vakleerlinge in diens geneem is vir die tydperk wat hy ooreenkomstig die bepaling van artikel twintig van die Wet op Vakleerlinge, 1944, sonder 'n vakleerlingkontrak in diens geneem mag word.

(3) *Betaling vir werk op sekere dae.*—Die werkgever moet dubbel die werklike loon van 'n werknemer betaal vir alle tyd wat hy op Saterdag, Sondag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Geloofedag, Kersdag, Tweede Kersdag en Nuwejaarsdag gewerk het tot die gewone begintyd op die daaropvolgende dag; met dien verstande dat die dubbele loon nie van toepassing is nie ten opsigte van bestuurders van meganiese aangedrewe voertuie van wie vereis word of wat toegelaat word om op Saterdag te werk, en voorts met dien verstande dat die bepaling van hierdie subklousule nie op wagte van toepassing is nie.

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

For the purposes of this sub-clause "dangerous work" means any work—

- (a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;
- (b) performed on the outside of a building other than in the course of the erection of a new building, on or from a swinging scaffold, boatswain's chair, or a roof or extension ladder at a height of more than 30 feet from ground level in connection with the renovation, alteration or repair of such building or the erection of illuminations or the hanging of bunting;
- (c) performed on a independent chimney or steel stack at a height of more than 30 feet from the ground level;
- (d) performed in old sewers or in trenches over 15 feet in depth.

(5) Nothing in this Agreement shall operate to reduce the wage of an employee who, on the date or immediately prior to the date of coming into force of this Agreement, was paid by his employer a wage at a rate higher than the minimum rate prescribed in this clause for an employee of his class, and such employee shall, whilst employed by the same employer, continue to be paid a rate not lower than such higher rate, as if such higher rate was the minimum prescribed in sub-clause (1) of this clause for an employee of his class; nor shall the provisions of sub-paragraphs (vii), (ix), (xi) and (xii) of paragraph (a) of sub-clause (1) of this clause operate to reduce the wages earned by an employee at the date of publication of this Agreement.

5. PIECE-WORK/LABOUR ONLY CONTRACT.

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

For the purpose of this clause "piece-work" shall mean any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work.

(2) Notwithstanding the provisions of sub-clause (1) of this clause, it shall be permissible, by mutual agreement between any individual employer and his employees, to introduce and to operate a system of incentive payments, provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clauses 4, 9, 21 and 22 of this Agreement, and provided further, that the other provisions of this Agreement are adhered to in every respect. Any dispute arising out of the operation of this sub-clause may be submitted by either party to the Council for decision.

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

6. PAYMENT OF WAGES AND OVERTIME.

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

(b) Subject to the provisions of sub-clause (1) (c) of clause 10 any employer who fails to make payment on termination of employment as laid down in sub-clause (1) (a) of this clause, shall make such payment not later than finishing time on the next working day and at the same time and in addition thereto shall, subject to a minimum payment in respect of a period of one hour, pay to 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 a working hour from the time of termination of employment till the time of final payment, which time shall be fixed by the employer who shall give notice thereof in writing to the employee.

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

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

(4) *Gevaarlike werk.*—Benewens die loon voorgeskryf in subklousule (1), moet 'n werkgever aan sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur waarin sodanige werknemer gevaarlike werk verrig.

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

- (a) wat as gevaarlik geklassifiseer is in enige wet, provinsiale ordonnansie, munisipale verordening of regulasie wat op die Bounywerheid betrekking het en wat van krag is in enige dorp of plek waarin of waar sodanige werk verrig word;
- (b) wat op 'n hoogte van meer as 30 voet van die grond af aan die buitekant van 'n ander gebou as 'n nuwe gebou wat in aanbou is of van 'n hangsteier af of van 'n bootsman se stoel af of op 'n dak of skuifleeër verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van verligting 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 riele of in slote wat meer as 15 voet diep is, verrig word.

(5) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die loon van 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms of op die datum onmiddellik voor sodanige datum deur sy werkgever 'n hoër loon betaal is as die minimum loon wat in hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, verlaag nie, en sodanige werknemer moet, solank hy in die diens van dieselfde werkgever is, steeds 'n loon wat nie laer as sodanige hoër loon is nie, betaal word asof sodanige hoër loon die minimum is wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word; en die bepalings van subparagraaf (vii), (ix), (xi) en (xii) van paragraaf (a) van subklousule (1) van hierdie klousule mag ook nie die uitwerking hê dat dit die loon wat 'n werknemer op die datum van publikasie van hierdie Ooreenkoms verdien, verlaag nie.

5. STUKWERKKONTRAK/KONTRAK VIR SLEGS ARBEID.

(1) Die uitbesteding, deur werkgevers, of die verrigting, deur werknemers, van werk op 'n stukwerkgrondslag word verbied.

Vir die toepassing van hierdie klousule beteken „stukwerk” enige werksstelsel waarvolgens die minimumloon waarop 'n werknemer geregtig is, uitsluitlik bereken word op die hoeveelheid werk wat verrig of geproduseer is, ongeag die tyd wat aan sodanige werk bestee is.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, is dit toelaatbaar om deur middel van 'n onderlinge ooreenkoms tussen 'n individuele werkgever en sy werknemers 'n stelsel van aansporingsbetalings in te voer en te volg; met dien verstande dat die besoldiging en ander geldelike voordele wat die werknemers toekom, nie as gevolg van die invoering en handhawing van sodanige stelsel minder mag wees nie as dié voorgeskryf in klousules 4, 9, 21 en 22 van hierdie Ooreenkoms, en voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in alle opsigte nagekom word. 'n Geskil wat uit die toepassing van hierdie subklousule ontstaan, mag deur enigeen van die partye aan die Raad voorgelê word vir 'n beslissing.

(3) Geen werkgever mag werk op 'n kontrakgrondslag van „slegs arbeid” uitbestee nie.

6. BETALING VAN LONE EN OORTYDBESOLDIGING.

(1) (a) Alle lone en oortydverdienste en alle ander besoldiging wat verskuldig is, moet weekliks in kontant betaal word en wel nie later nie as die sluitingstyd op Vrydae of by diensbeëindiging as dit voor Vrydag plaasvind. Betaling kan egter op ander dae as Vrydae geskied as die toestemming van die Raad vooraf verkry is.

(b) Behoudens die bepalings van subklousule (1) (c) van klousule 10, moet 'n werkgever wat versuim om, soos in subklousule (1) (a) van hierdie klousule voorgeskryf, alle bedrae by diensbeëindiging te betaal, sodanige bedrae nie later nie as die sluitingstyd op die eersvolgende werkdag betaal en terselfdertyd en benewens sodanige bedrae en behoudens 'n minimum betaling ten opsigte van 'n tydperk van een uur, aan sodanige werknemer alle lone, toelaes en ander besoldiging tot en met die uur waarop sodanige bedrae betaal word, betaal ten opsigte van elke werkuur of gedeelte van 'n werkuur vanaf die uur van diensbeëindiging tot die uur van finale betaling, en laasgenoemde uur word deur die werkgever vasgestel, wat skriftelik kennis daarvan aan die werknemer moet gee.

(c) Lone, oortydverdienste en alle ander besoldiging wat verskuldig is, moet aan werknemers oorhandig word in verseelde koeverte waarop die naam van die werkgever en die werknemer, die getal gewone en oortydure gewerk (laasgenoemde mag moet afsonderlik aangetoon word), alle bedrae wat afgetrek mag wees, die bedrag wat ingesluit is en die datum van betaling gemeld word. Onderstaande kennisgewing moet op die keersy van elke sodanige koevert gedruk, met 'n rubberstempel afgedruk of geskryf word:—

„Verkry boeke vir u seëls dadelik by die Raad anders sal dit miskien nie moontlik wees om u op die betaaldatum te betaal nie.”

(2) No deductions of any kind other than those permitted under clauses 10, 19, 21, 22 and 23 of this Agreement may be made from the remuneration and allowances due to an employee, provided that any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee may be deducted.

7. WALKING TIME, TRANSPORT AND LODGING ALLOWANCE.

(1) In addition to other remuneration payable in terms of this Agreement an employer shall pay to each employee for whom wages are prescribed in sub-paragraphs (v) to (xv) inclusive of paragraph (a) of clause 4 (1) an allowance of 1c per hour in respect of ordinary time worked, such allowance to be deemed to be a walking time and/or transport allowance; provided that such allowance shall not be payable in the case of an employee to whom the provisions of sub-clause (2) of this clause applies.

(2) (a) Within the area of the Cape Peninsula the following transport allowances and/or allowance for sleeping accommodation shall be paid by an employer to an employee working on a job so situated as to render the employee unable to return to his home daily:—

(i) First class railway fare, and in the case of employees engaged on unskilled work, third class railway fare to and from the place of work at the beginning and termination of such work respectively. An employee travelling on his employer's business during working hours shall be paid at the ordinary rate for each hour so travelled. If required to travel after the ordinary working hours, he shall be paid at half the ordinary rates until the usual time of starting the next day, or the termination of the journey, whichever is the shorter.

(ii) Suitable sleeping accommodation in proximity to the place of work, or an allowance of 80c per day, and in the case of employees engaged on unskilled work, 25 cents per day, in lieu thereof.

(b) An employee, if able to proceed to his home at the week-ends and return by the ordinary starting time on Mondays (or Tuesdays if the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day falls on a Sunday or Monday or on the Tuesday following Easter Monday), shall be entitled to a first class 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.

(3) 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.

8. HOURS OF WORK.

(1) Except as provided in sub-clause (3) and (6) of this clause, and subject to the provisions of clause 9 of this Agreement no employer shall on any day require or allow an employee to start work earlier than 8 a.m. or finish work later than 5 p.m. provided that no employee shall be allowed to work more than five hours continuously without an interval of one hour.

(2) Except as provided in sub-clauses (6) and (7), the ordinary working hours shall not exceed 40 hours per week apportioned at eight hours daily from Mondays to Fridays inclusive.

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

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

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

(6) In the case of employees engaged on unskilled work the following provisions shall apply:—

(a) Subject to the provisions of clause 9 of this Agreement no employer shall on any day require or allow an employee to start work earlier than 7.30 a.m. or finish later than 5.5 p.m., except on Fridays when the finishing time shall be not later than 5 p.m.; provided that no employee shall be allowed to work more than five hours continuously without an interval of one hour.

(2) Geen bedrae van enige soort, uitgesonderd dié wat by klousules 10, 19, 21, 22 en 23 van hierdie Ooreenkoms toegelaat word, mag van die besoldiging en toelae wat aan 'n werknemer verskuldig is, afgetrek word nie; met dien verstande dat enige bedrag wat 'n werkgever ingevolge 'n wet, ordonnansie of geregtelike proses namens 'n werknemer moet betaal, afgetrek mag word.

7. LOOPTYD-, VERVOER- EN LOSIESTOELAE.

(1) Benewens die ander besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, moet 'n werkgever aan elke werknemer vir wie lone voorgeskryf word in sub-paragrafe (v) tot en met (xv) van paragraaf (a) van klousule 4 (1), 'n toelae van 1c per uur betaal ten opsigte van gewone tyd gewerk, en sodanige toelae word geag 'n looptyd- en/of vervoer-toelae te wees; met dien verstande dat sodanige toelae nie betaalbaar is nie in die geval van 'n werknemer op wie die bepaling van subklousule (2) van hierdie klousule van toepassing is.

(2) (a) 'n Werkgever moet binne die gebied van die Kaapse Skiereiland onderstaande vervoertoeleae en/of toelae vir slaapplek betaal aan 'n werknemer wat werk op 'n plek wat so geleë is dat dit vir hom onmoontlik is om daagliks na sy huis terug te keer:—

(i) Eersteklas-spoorwegreisgeld, en in die geval van werknemers wat ongeskoolde werk verrig, derdeklas-spoorwegreisgeld, na en van die werkplek, onderskeidelik aan die begin en by die beëindiging van sodanige werk. 'n Werknemer wat in verband met die sake van sy werkgever gedurende werkure reis, moet teen die gewone loon vir elke uur aldus gereis, betaal word. Indien daar van hom vereis word om na die gewone werkure te reis, moet hy teen die helfte van die gewone loon betaal word totdat die gewone begintyd van die volgende dag aanbreek of totdat die reis beëindig word, naamlik dié wat die eerste gebeur.

(ii) Geskikte slaapplek in die nabyheid van die werkplek of in plaas daarvan, 'n toelae van 80c per dag, en in die geval van werknemers wat ongeskoolde werk verrig, 25c per dag.

(b) 'n Werknemer wat daartoe in staat is om gedurende die naweke huis toe te gaan en teen die gewone begintyd op Maandag (of Dinsdag as Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag op 'n Sondag of Maandag of op die Dinsdag wat op Paasmaandag volg, val terug te wees, is geregtig op eersteklas-spoorwegreisgeld gedurende die naweke, maar geen betaling in plaas van sodanige reisgeld word gedoen as die reis nie onderneem word nie; geen lone is ten opsigte van die tyd wat deur reise gedurende sodanige naweke in beslag geneem word, betaalbaar nie.

(3) Waar 'n werknemer op dieselfde dag na meer as een werk gestuur word, moet daar vir die tyd wat bestee word aan die reis van die een werk na die ander, as tyd gewerk, betaal word soos in klousule 4 voorgeskryf.

8. WERKURE.

(1) Behoudens die bepalinge van subklousule (3) en (6) van hierdie klousule en die bepalinge van klousule 9 van hierdie Ooreenkoms, mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om voor 8 vm. te begin werk of om later as 5 nm. op 'n dag te werk nie; met dien verstande dat geen werknemer toegelaat mag word om meer as vyf uur aaneen sonder 'n pouse van een uur te werk nie.

(2) Behoudens die bepalinge van subklousule (6) en (7), mag die gewone werkure nie meer as 40 uur per week wees nie en moet dit so ingedeel word dat daar elke dag van Maandag tot en met Vrydag agt uur gewerk word.

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

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

(5) Geen werknemer mag, terwyl hy in die diens van 'n werkgever is, buite die ure voorgeskryf in of soos voorgeskryf mag word ooreenkomstig hierdie klousule of op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag enige werk in die Bounywerheid, hetsy teen besoldiging of nie, vra, onderneem of verrig nie, hetsy vir sy eie rekening of ten behoeve van 'n ander persoon of persone, tensy die skriftelike toestemming van die Raad vooraf verkry is, maar sodanige werknemer mag werk slegs vir homself verrig.

(6) In die geval van werknemers wat ongeskoolde werk verrig, is die volgende bepalinge van toepassing:—

(a) Behoudens die bepalinge van klousule 9 van hierdie Ooreenkoms, mag geen werkgever van 'n werknemer vereis of hom toelaat om voor 7.30 vm. te begin werk of om later as 5.5 nm. op 'n dag te werk nie, behalwe op Vrydag, wanneer die sluitingstyd nie later as 5 nm. mag wees nie; met dien verstande dat geen werknemer toegelaat mag word om meer as vyf uur aaneen sonder 'n pouse van een uur te werk nie.

(b) The ordinary working hours shall not exceed 42 hours and 50 minutes per week apportioned at 8 hours and 35 minutes daily on Mondays to Thursdays inclusive and 8 hours and 30 minutes on Fridays.

(c) Subject to the consent of the Council, an employer may engage employees to work two or three shifts during any period of twenty-four hours, provided, however, that no employee shall work more than one shift in any period of twenty-four hours, except under the conditions prescribed in clause 9 of this Agreement. One of these shifts shall be worked within the times prescribed in paragraph (a) of this sub-clause. An employee working any shift other than the shift between such times shall receive the wages payable under clause 4 of this Agreement plus 15 per cent; provided that the provisions of this sub-clause shall not apply to watchmen.

(7) The provisions of sub-clauses (1) to (6) shall not apply to the drivers of mechanical vehicles for whom wages are prescribed in paragraph (a) (i) of sub-clause (1) of clause 4.

The ordinary working hours of such employees shall not exceed 44 hours in any one week.

(8) No employer shall require or allow an employee to work on Saturdays, Sundays, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day or on New Year's Day, unless the consent of the Council has been first obtained, except that drivers of mechanical vehicles may be required to work on Saturdays.

9. OVERTIME.

(1) Except as provided in sub-clause (8) of clause 8, an employer, with the consent of an employee, may permit such employee to work overtime for a period not exceeding 2 hours daily on Mondays to Thursdays (inclusive) only; provided that the limitations of 2 hours daily shall not apply to the drivers of mechanical vehicles.

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

(a) in the case of emergency work, in which case the employer who executed such work shall, not later than 12 noon on the Council's next business day, deliver to the Council a statement in writing setting forth—

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

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

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

The provisions of sub-paragraphs (ii) and (iii) of paragraphs (a) and (b) of this sub-clause shall not apply to the drivers of mechanical vehicles.

(3) Subject to the provisions of sub-clause (3) of clause 4 and of sub-clauses (3) and (6) (c) of clause 8, any employee who is required to work overtime shall be paid at—

(a) in the case of employees for whom wages are prescribed in sub-paragraphs (ii), (iii) and (iv) of paragraph (a) of clause 4 (1) of this Agreement, at double his ordinary basic rate of wages or an amount equal to his ordinary remuneration, made up of his ordinary basic wage, cost-of-living allowance and holiday fund payment, whichever is more favourable to the employee;

(b) in the case of apprentices, at one and one third times his prescribed weekly remuneration divided by 40, for the first two hours overtime worked Mondays to Fridays and thereafter at one and a half times his prescribed weekly remuneration divided by 40;

(c) in the case of employees for whom wages are prescribed in sub-paragraphs (v) to (xv) inclusive of paragraph (a) of clause 4 (1) of this Agreement at one and a half times his ordinary basic rate of wages or an amount equal to his ordinary remuneration made up of his ordinary basic wage, cost-of-living allowance and holiday fund payment, whichever is more favourable to the employee, for the first two hours overtime worked Mondays to Fridays, thereafter at double his ordinary basic rate of wages;

(b) Die gewone werkkure mag nie meer as 42 uur en 50 minute per week wees nie, en dit moet so ingedeel word dat daar elke dag van Maandag tot en met Donderdag 8 uur en 35 minute gewerk word, en op Vrydag moet daar 8 uur en 30 minute gewerk word.

(c) 'n Werkgewer mag, mits die Raad toestemming daartoe verleen, werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk; met dien verstande dat, behoudens die bepalinge van klousule 9 van hierdie Ooreenkoms, geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie. Een van hierdie skofte moet gewerk word binne die ure voorgeskryf in paragraaf (a) van hierdie subklousule. 'n Werknemer wat 'n ander skof werk as die skof tussen sodanige ure, ontvang die loon wat ingevolge klousule 4 van hierdie Ooreenkoms betaalbaar is, plus 15 persent; met dien verstande dat die bepalinge van hierdie subklousule nie op wagt van toepassing is nie.

(7) Die bepalinge van subklousule (1) tot en met (6) is nie van toepassing nie op die bestuurders van meganiese aangedrewe voertuie vir wie lone in paragraaf (a) (i) van subklousule (1) van klousule 4 voorgeskryf word.

Die gewone werkkure van sodanige werknemers mag nie meer as 44 uur in 'n bepaalde week wees nie.

(8) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om op Saterdag, Sondag, Goie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag, Tweede Kersdag of Nuwejaarsdag te werk nie tensy die toestemming van die Raad vooraf verkry is, maar daar mag van die bestuurder van meganiese aangedrewe voertuie vereis word om op Saterdag te werk.

9. OORTYD.

(1) Behoudens die bepalinge van subklousule (8) van klousule 8, mag 'n werkgewer, met die toestemming van 'n werknemer, sodanige werknemer toelaat om oortyd te werk vir 'n tydperk van hoogstens twee uur daaglik van Maandag tot en met Donderdag alleenlik; met dien verstande dat die daaglikse beperking van twee uur nie op die bestuurders van meganiese aangedrewe voertuie van toepassing is nie.

(2) Behoudens die bepalinge van subklousule (1) van hierdie klousule, mag daar geen oortydwerk verrig word nie behalwe—

(a) in die geval van noodwerk, en in so 'n geval moet die werkgewer wat sodanige werk verrig het, nie later nie as 12-uur middag op die Raad se oorsigvolgende bestuursdag aan die Raad 'n skriftelike verklaring lewer waarin die volgende gemeld word:—

- (i) Sy naam en adres;
- (ii) die aard van die werk wat verrig is;
- (iii) die plek waar, die datum waarop en die ure waarop die werk begin en voltooi is; en
- (iv) die redes waarom daar nie ooreenkomstig die bepalinge van die eersvolgende paragraaf aansoek om toestemming gedoen is nie; of

(b) met die toestemming van die Raad, waarom daar voor 12-uur middag op die besigheidsdag waarop sodanige oortydwerk verrig moet word of op enige besigheidsdag voor die dag waarop sodanige werk verrig moet word, skriftelik by die Raad aansoek gedoen moet word. Die applikant moet die volgende meld:—

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

Die bepalinge van subparagraaf (ii) en (iii) van paragraaf (a) en (b) van hierdie subklousule is nie op die bestuurders van meganiese aangedrewe voertuie van toepassing nie.

(3) Behoudens die bepalinge van subklousule (3) van klousule 4 en van subklousule (3) en (6) (c) van klousule 8, moet 'n werknemer van wie vereis word om oortyd te werk, soos volg betaal word:—

(a) In die geval van 'n werknemer vir wie 'n loon voorgeskryf word in subparagraaf (ii), (iii) en (iv) van paragraaf (a) van klousule 4 (1) van hierdie Ooreenkoms, teen dubbel sy gewone basiese loon of 'n bedrag gelyk aan sy gewone besoldiging, wat bestaan uit sy gewone basiese loon, lewenskostetoelae en vakansiefondsbetaling, naamlik die bedrag wat die gunstigste vir die werknemer is;

(b) in die geval van 'n vakleerling, teen een en een derde maal sy voorgeskrewe weekloon verdeel deur 40, vir die eerste twee uur oortyd gewerk van Maandag tot Vrydag, en daarna teen een en 'n half maal sy voorgeskrewe weekloon verdeel deur 40;

(c) in die geval van 'n werknemer vir wie 'n loon voorgeskryf word in subparagraaf (v) tot en met (xv) van paragraaf (a) van klousule 4 (1) van hierdie Ooreenkoms, teen een en 'n half maal sy gewone basiese loon of 'n bedrag gelyk aan sy gewone besoldiging, wat bestaan uit sy gewone basiese loon, lewenskostetoelae en vakansiefondsbetaling, naamlik die bedrag wat die gunstigste vir die werknemer is, vir die eerste twee uur oortyd gewerk van Maandag tot Vrydag, en daarna teen dubbel sy gewone basiese loon;

provided that such overtime rates shall be paid for every hour or part of an hour worked in excess of the ordinary daily hours of work, excluding time taken for refreshments until the usual starting time on the next working day.

(4) A driver of a mechanical vehicle who is required or allowed to perform—

- (a) more than 44 hours of work in any week; or
- (b) any work after 8 p.m. on any one day (other than Saturdays) on which he had completed 9 hours work by 8 p.m. on such day; or
- (c) any work after 12 noon on Saturdays;

shall for each hour so worked in excess of the relative number of hours per week laid down in paragraph (a) of this sub-clause or after the respective times mentioned in paragraphs (b) and (c) of this sub-clause, be paid in addition to the weekly wage prescribed in clause 4, one and a third times such weekly wage divided by 44 for each hour worked.

10. TERMINATION OF EMPLOYMENT.

(1) Any employer desirous of terminating the services of an employee and any employee desirous of terminating an engagement with an employer shall give not less than two hours' notice on any working day, the minimum period of which notice shall become operative at the commencement of the last two hours before finishing time on the day on which notice is given, provided that—

- (a) an employer who gives notice to an employee shall not require such employee to work the minimum period of such notice which period shall, for the purpose of this sub-clause, be deemed to be time worked at the rates laid down in clause 4 of this Agreement;
- (b) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that an employee engaged as a carpenter or joiner shall during the minimum period of such notice be allowed to put his tools in working order but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of such minimum period not required for this purpose;
- (c) an employee who desires to give notice and requires payment of wages due to be made on the day of termination of employment, shall give his notice to the employer before 10 a.m. on the day of such termination; otherwise payment of wages due may, in consequence take place on the next working day.

For the purpose of this clause "working day" means any day prescribed in or as may be laid down in accordance with the provisions of clause 8 of this Agreement.

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

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

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

11. STORAGE AND PROVISION OF TOOLS, ETC.

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

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

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

- (a) *Carpenters*.—All cramps, handscrews, glue-brushes, wrenches, crowbars, augurs and bits over 12 inches long, and all hammers over three pounds, and saws for cutting asbestos sheets, formica and similar material.

met dien verstande dat sodanige oortydbesoldiging betaal moet word vir elke uur of gedeelte van 'n uur wat daar meer as die gewone daaglikse werkeure, uitgesonderd tyd geneem vir verversings, gewerk is, totdat die gewone begintyd van die daaropvolgende werkdag aanbreek.

(4) 'n Bestuurder van 'n meganiese aangedrewe voertuig van wie vereis word of wat toegelaat word om—

- (a) meer as 44 uur in 'n week te werk; of
- (b) werk na 8 nm. op 'n bepaalde dag (uitgesonderd Saterdag) te verrig nadat hy op so 'n dag teen 8 nm. nege uur werk verrig het; of
- (c) werk na 12-uur middag op Saterdag te verrig;

moet vir elke uur aldus meer gewerk as die betrokke ure per week wat in paragraaf (a) van hierdie subklousule voorgeskryf word of vir elke uur gewerk na die ure genoem in paragraaf (b) en (c) van hierdie subklousule, benewens die weekloon voorgeskryf in klousule (4), een en 'n derde maal sodanige weekloon, verdeel deur 44, betaal word vir elke uur gewerk.

10. DIENSBEÏNDIGING.

(1) 'n Werkgewer wat die dienste van 'n werknemer wil beëindig en 'n werknemer wat sy diens by 'n werkgewer wil beëindig, moet minstens twee uur vooraf kennis gee op enige werkdag, en die minimum tydperk van sodanige kennisgewing loop vanaf die begin van die laaste twee uur voor die sluitingstyd op die dag waarop kennis gegee is; met dien verstande dat—

- (a) 'n werkgewer wat aan 'n werknemer kennis gee, nie van sodanige werknemer mag vereis om die minimum tydperk van sodanige kennisgewing te werk nie, en sodanige tydperk word vir die toepassing van hierdie subklousule geag tyd te wees wat gewerk is teen die loon voorgeskryf in klousule 4 van hierdie Ooreenkoms;
- (b) 'n werknemer wat aan 'n werkgewer kennis gee, nogtans tot by die sluitingstyd moet aanhou met die werk waarvoor hy in diens geneem is, maar 'n werknemer wat as 'n timmerman of skrynwerker in diens geneem is, moet gedurende die minimum tydperk van sodanige kennisgewing toegelaat word om sy gereedskap in werkende orde te bring, dog hy moet nogtans vir enige gedeelte van sodanige minimum tydperk wat nie vir hierdie doel nodig is nie, tot by die sluitingstyd voortgaan met die werk waarvoor hy in diens geneem is;
- (c) 'n werknemer wat kennis wil gee en wat wil hê dat die loon wat aan hom verskuldig is, betaal moet word op die dag van diensbeëindiging, die werkgewer voor 19 vm. op die dag van sodanige diensbeëindiging kennis moet gee; so nie, mag die loon wat verskuldig is, op die daaropvolgende werkdag betaal word.

Vir die toepassing van hierdie klousule beteken „werkdag” enige dag wat voorgeskryf is in of bepaal mag word ooreenkomstig klousule 8 van hierdie Ooreenkoms.

(2) Indien 'n werknemer ophou werk sonder dat hy sy werkgewer kennis gegee het soos voorgeskryf in subklousule (1) van hierdie klousule, mag die werkgewer van die loon wat aan sodanige werknemer verskuldig is, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 4 van hierdie Ooreenkoms betaalbaar is vir 'n tydperk gelyk aan sodanige kennisgewingstermyn.

(3) Die bepalings van subklousule (1) en (2) van hierdie klousule is nie van toepassing nie tensy 'n werknemer vir minstens drie agtereenvolgende dae vir dieselfde werkgewer gewerk het.

(4) Niks in hierdie klousule belet 'n werkgewer om 'n werknemer weens nat weer of 'n tekort aan materiaal tydelik buite diens te stel nie, maar geen werkgewer mag, as 'n tugmaatreël, 'n werknemer vir enige tydperk in sy werk skors nie.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgewer moet op elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf, en die werkgewer moet 'n verantwoordelike persoon op elke werkplek aanstel wat moet sorg dat sodanige plekke toegesluit word. Hierdie bepaling is nie op stukwerk van toepassing nie. Al die gereedskap van werknemers in werkwinkels en in toesluitplekke wat ooreenkomstig die bepalings van hierdie subklousule verskaf is, moet deur die werkgewer verseker word teen verlies weens brand; met dien verstande dat hierdie bepaling van toepassing is slegs wanneer 'n werknemer se gereedskap gemerk is met sy naam en sodanige werknemer die werkgewer van 'n inventaris van sodanige gereedskap voorsien en die werkgewer 'n redelike kans gegee het om sodanige inventaris na te gaan. Indien sodanige gereedskap nie verseker is nie, is die werkgewer in elk geval aanspreeklik vir sodanige verlies.

(2) Werkgewers moet slypstene wat in goeie orde en in 'n goeie toestand is, verskaf vir die slyp van gereedskap. Waar geen slypsteen op 'n werkplek verskaf is nie, moet geskikte fasiliteite en tyd aan timmermans en skrynwerkers voor die beëindiging van hul dienste toegestaan word om hul gereedskap in orde te bring.

(3) Werkgewers moet ondergenoemde gereedskap in goeie orde en in 'n goeie toestand verskaf in die geval van:—

- (a) *Timmerman*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare, bore wat meer as 12 duim lank is, alle hamers wat meer as drie pond weeg en sae waarmee asbesplate, formica en dergelike materiaal gesaag kan word.

(b) *Masons and Stone-cutters.*

- (i) Tools for working granite or other stone, precast stone or artificial granite;
- (ii) suitable shed for stone-cutters, the roof of which must not be less than 10 feet high. This rule shall not apply to small jobs on building sites;
- (iii) an employee to sharpen all tools.
- (c) *Painters and Paper Hangers.*—All tools except putty knives, dusters and paper-hangers' brushes and scissors;
- (d) *Pleisterars.*—Daghaplanke en staanders van 'n geskikte rollers, straight edges and special granolithic tools.
- (e) *Plumbers and Gas-fitters.*
 - (i) Machines used in shop or on job;
 - (ii) stake and riveting bars and drills of all sizes;
 - (iii) screwing tackle, such as stock, dies, taps and ratchets;
 - (iv) pipe-cutting tools and vices;
 - (v) special and heavy caulking irons and firepots;
 - (vi) metal pots and large ladles;
 - (vii) soldering-irons and blow lamps;
 - (viii) chisels, punches and wall-pins over 9 inches in length;
 - (ix) files and hack-saw blades;
 - (x) mandrels over 2 inches in diameter;
 - (xi) rivet sets from No. 12 rivet and over, and grooving tools;
 - (xii) sheet-metal worker's mallet and heavy dressers;
 - (xiii) punches over $\frac{1}{4}$ (quarter) inch in diameter;
 - (xiv) wrenches and tongs over 12 inches in length.

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

(1) (a) *Concreting.*—All concreting shall be carried out under the adequate and continuous supervision of a skilled employee who shall be paid the wages prescribed in sub-clause (1) (a) (xv) of clause 4 of this Agreement.

(b) *Caulking.*—Caulking may be carried out by unskilled employees under the supervision of a drainlayer who shall be paid not less than the wages prescribed in clause 4 (1) (a) (xv) of this Agreement.

(2) *Stone Work.*—(a) Operators of stone-turning and planning machines, also diamond and carborundum sawing-machines shall be paid not less than the wages prescribed in sub-clause (1) (a) (xv) of clause 4 of this Agreement.

(b) Employees engaged in sharpening tools, fixing sawblades and setting stone ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the wages prescribed in sub-clause (1) (a) (xv) of clause 4 of this Agreement.

(c) Masons' bankers must not be less than 6 feet apart and no dust shall be blown off with exhaust or other air during working hours.

(d) No grave stone or cemetery memorial of any type manufactured, and no stone dressed, in a district of the Republic of South Africa in which wages lower than those prescribed for such work in clause 4 (1) (a) (xv) of this Agreement are paid shall be utilised in the Building Industry in the Cape Peninsula.

(e) All square stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry, it must be at a reasonably safe distance from the working face of the quarry.

(3) *Scaffolding.*—All scaffolding shall be erected under the supervision of a rigger or other employee who shall be paid not less than the wage prescribed in sub-clause (1) (a) (xv) of clause 4 of this Agreement. The materials, appliances, construction, erection, alteration, maintenance and/or other requirements to be in full compliance with the following regulations:—

(a) *Maintenance and Alteration of Scaffolds.*—An employer shall ensure that all scaffolding shall be maintained in good and safe condition, and shall not be taken down or substantially altered, except under the direction of a person who shall be paid not less than the wage prescribed in clause 4 (1) (a) (xv) of this Agreement.

(b) *Quality of Materials.*—All scaffolds and appliances connected therewith and all ladders shall be of sound material and be of adequate strength having regard to the loads and strains to which they will be subjected, and shall at least conform to the following requirements:—

- (i) The wooden parts used for scaffolds, gangways, runs and ladders shall be of good quality, shall have long fibres, shall be in good condition, and shall not be painted or treated in a manner likely to hide defects.
- (ii) Timber used for scaffolds shall have the bark completely stripped off.
- (iii) Boards and planks used for scaffolds shall be protected against splitting.

(b) *Klipmesselaars en skipkappers.*

- (i) Gereedskap vir die bewerking van graniet of ander klip, voorafgegiëte klip of kunsgraniet;
- (ii) 'n geskikte skuur vir klipkappers, waarvan die dak minstens 10 voet hoog moet wees (hierdie reël is nie op klein werkske op bouterreine van toepassing nie);
- (iii) 'n werknemer om alle gereedskap skerp te maak.
- (c) *Skilders en plakkers.*—Alle gereedskap met uitsondering van stopverfmesse, stoffers, plakkwaste en skêre.
- (d) *Pleisterars.*—Daghaplanke en standers van 'n geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granoliet.
- (e) *Loodgieters en gasaanleërs.*
 - (i) Masjiene wat in 'n werkwinkel of op 'n werkplek gebruik word;
 - (ii) afsteekpenne en klinkstawe en bore van alle grotes;
 - (iii) draadnygereedskap soos stokke en snymoere, snytappe en ratels;
 - (iv) pypsnnygereedskap en skroewe;
 - (v) spesiale en swaar kalfaattysters en vuurkonkas;
 - (vi) metaalpotte en groot gietlepel;
 - (vii) soldeerboute en blaaslampe;
 - (viii) beitels, ponse en muurpenne wat langer as nege duim is;
 - (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) plaatmetaalwerkershamer en swaar klophamers;
 - (xiii) ponse wat meer as 'n kwart duim in deursnee is;
 - (xiv) moersleutels en tange wat langer as 18 duim is.

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

(1) (a) *Betonwerk.*—Alle betonwerk moet uitgevoer word onder die toereikende en voortdurende toesig van 'n geskoolde werknemer aan wie die loon betaal moet word wat in subklousule (1) (a) (xv) van klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(b) *Kalfaatswerk.*—Kalfaatswerk mag deur ongeskoolde werknemers uitgevoer word onder die toesig van 'n rioolêer wat minstens die loon moet ontvang wat in klousule 4 (1) (a) (xv) van hierdie Ooreenkoms voorgeskryf word.

(2) *Klipwerk.*—(a) Die bedieners van klipdraa- en skaafmasjiene, diamant- en karborundumsaagmasjiene moet minstens die loon betaal wat in subklousule (1) (a) (xv) van klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(b) Werknemers wat in diens geneem word om gereedskap skerp te maak, saaglemme in te sit, klip reg te sit vir saagwerk en klip vas en gelyk te sit vir poleermasjiene, moet minstens die loon betaal wat in subklousule (1) (a) (xv) van klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(c) Die klipwerkbanke mag nie minder as ses voet van mekaar af wees nie, en geen stof mag gedurende werkure met uitlaat- of ander lug afgeblaas word nie.

(d) Geen grafsteen of kerkhofgedenkteken van enige tipe en geen klip wat vervaardig of afgewerk is in 'n distrik van die Republiek van Suid-Afrika waarin lone betaal word wat laer is as dié wat vir sodanige werk voorgeskryf word in klousule 4 (1) (a) (xv) van hierdie Ooreenkoms, mag in die Bounywerheid in die Kaapse Skiereiland gebruik word nie.

(e) Alle haakse klip moet op die werkgewer se werf of op die werkplek bewerk word, maar mag by die klipgroef kleiner gemaak word deur alleenlik 'n splinterhamer te gebruik. Wanneer die werkgewer se werf by die klipgroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.

(3) *Steierwerk.*—Alle steierwerk moet opgerig word onder die toesig van 'n steierman of ander werknemer, wat minstens die loon betaal moet word wat in subklousule (1) (a) (xv) van klousule 4 van hierdie Ooreenkoms voorgeskryf word. Die materiaal, toestelle, oprigting, konstruksie, verandering, onderhoud en/of ander vereistes moet ten volle voldoen aan die volgende regulasies:—

(a) *Onderhoud en verandering van steiers.*—'n Werkgewer moet verseker dat alle steierwerk in 'n goeie en veilige toestand gehou word, en sodanige steierwerk mag nie afgebreek of wesenlik verander word nie tensy dit geskied onder die toesig van 'n persoon aan wie minstens die loon betaal moet word wat in klousule 4 (1) (a) (xv) van hierdie Ooreenkoms voorgeskryf word.

(b) *Gehalte van materiaal.*—Alle steiers en toestelle wat in verband daarmee gebruik word en alle lere moet van defek-vrye materiaal wees, moet sterk genoeg wees vir die vragte en vervormings waaraan hulle onderwerp sal word en moet minstens aan die volgende vereistes voldoen:—

- (i) Die houtgedeeltes wat vir steiers, deurgange, loopplanke en lere gebruik word, moet van 'n goeie gehalte wees, moet lang vesels hê, moet in 'n goeie toestand wees en mag nie gevef of op 'n manier behandel word wat waarskynlik defekte sal verberg nie.
- (ii) Die bas van hout wat vir steiers gebruik word, moet geheel en al afgestroop wees.
- (iii) Borden en planke wat vir steiers gebruik word, moet beskut word teen splete.

- (iv) Metal parts of scaffolds shall have no cracks and shall be free from any corrosion or other defect likely to affect their strength.
- (v) Cast-iron nails shall not be used.

(c) *Inspection and Storage of Materials.*

- (i) Scaffold parts, including scaffolding machines and ropes and cables, shall be examined by a person who shall be paid not less than the wage prescribed in clause 4 (1) (a) (xv) of this Agreement, on each occasion before erection and shall not be used on any occasion unless in every respect they possess the qualities required for their purpose.
- (ii) Any ropes that has been in contact with acids or other corrosive substances or is defective shall not be used.
- (iii) Unsuitable scaffolding material shall be discarded and not stacked with materials used for scaffolding.

(d) *Supply and Use of Material and Maintenance of Scaffolds.*

- (i) Sufficient materials shall be provided for and shall be used in the construction of scaffolds.
- (ii) (aa) Every scaffold shall be maintained in good and proper condition and every part shall be kept fixed or secured so that no part can be displaced in consequence of normal use.
- (bb) No scaffold shall be partly dismantled and left so that it is capable of being used unless it continues to comply with these regulations.

(e) *Pole and Gabbard Scaffolds.*

- (i) Pole standards and the legs of gabbard scaffolds shall be—
 - (aa) vertical or slightly inclined towards the building; and
 - (bb) fixed sufficiently close together to secure the stability of the scaffolds.
- (ii) The stability of pole standards shall be secured—
 - (aa) by letting the pole the necessary distance into the ground according to the nature of the soil; or
 - (bb) by placing the pole on a suitable plank, adequate sole plate, or in a drum in such a manner as to prevent slipping; or
 - (cc) in any other sufficient way.
- (iii) When two scaffolds meet at the corner of a building a pole standard shall be placed at the corner on the outside of the scaffolds.
- (iv) (aa) Ledgers shall be practically level and securely fastened to the uprights.
- (bb) The ends of two consecutive ledgers at the same level shall be securely joined together at an upright except when special devices are used which ensure equivalent strength.
- (v) (aa) Putlogs shall be straight and securely fastened to the ledgers.
- (bb) If ledgers are not used the putlogs shall be fastened to the uprights and supported by securely fastened cleats.
- (cc) Putlogs which have one end supported by a wall shall have at that end a plain supporting surface at least four inches deep.
- (dd) The dimensions of the putlogs shall be appropriate to the load to be borne by them and the distance between two consecutive putlogs on which a platform rests shall be fixed with due regard to the anticipated load and the nature of the platform flooring.
- (ee) The distance between two consecutive putlogs shall not exceed 5 feet with planks not less than 1½ inches thick.
- (ff) The requirements of paragraph (v) (ee) of this regulation shall not apply in the case of platforms used for carrying light building materials only, but in the case of such platforms, the distance between the putlogs shall not exceed 6 feet 6 inches.
- (vi) No plank used for a platform shall be less than 1½ inches thick.

(f) *Ladder Scaffolds.*

- (i) Ladder scaffolds shall be used for light work requiring little material (renovation, painting and the like).
- (ii) The ladders serving as the uprights of ladder scaffolds—
 - (aa) shall be of adequate strength; and
 - (bb) shall either—
 - (1) be let into the ground to the necessary depth according to the nature of the soil; and
 - (2) be placed on sole plates or boards so that the two uprights of each ladder rest evenly on the base, and shall be fastened at the feet in such a manner as to prevent them from slipping.

- (iv) Die metaalgedeeltes van steiers mag geen kroke hê nie en moet vry wees van enige korrosie of ander defek wat waarskynlik hul sterkte sal aantas.
- (v) Gietysterspykers mag nie gebruik word nie.

(c) *Inspeksie en bewaring van materiaal.*

- (i) Steiergedeeltes, met inbegrip van steiermasjiene, tou en kables, moet elke keer deur 'n persoon wat minstens die loon betaal moet word wat in klousule 4 (1) (a) (xv) van hierdie Ooreenkoms voorgeskryf word, ondersoek word voordat dit opgerig word en mag nie by enige geleentheid gebruik word nie tensy hulle in alle opsigte die hoedanighede besit wat vir hul doel nodig is.
- (ii) Tou wat in aanraking was met sure of ander wegvretende stowwe of wat defek is, mag nie gebruik word nie.
- (iii) Ongesikhte steiermateriaal moet weggedoen word en mag nie saam met materiaal wat vir steierwerk gebruik word, opgestapel word nie.

(d) *Verskaffing en gebruik van materiaal vir en onderhoud van steiers.*

- (i) Voldoende materiaal moet verskaf word vir en gebruik word by die oprigting van steiers.
- (ii) (aa) Elke steier moet in 'n goeie en behoorlike toestand gehou word en elke deel moet vas en stewig gehou word sodat geen deel as gevolg van gewone gebruik kan verskuif nie.
- (bb) Geen steier mag gedeeltelik afgebreek en so gelaat word dat dit gebruik kan word nie, tensy dit nog aan hierdie regulasies voldoen.

(e) *Paal- en saagpaalsteiers.*

- (i) Paalstaanders en die bene van saagpaalsteiers moet—
 - (aa) vertikaal wees of effens na die kant van die gebou toe ooreun; en
 - (bb) naby genoeg aan mekaar wees ten einde die stabiliteit van die steiers te verseker.
- (ii) Die stabiliteit van paalstaanders moet verseker word—
 - (aa) deur die paal tot op die vereiste diepte—volgens die aard van die grond—in te plant; of
 - (bb) deur die paal op 'n gesikhte plank, 'n toereikende voetplaat of in 'n drom te plaas op so 'n manier dat dit nie kan gly nie; of
 - (cc) op enige ander doeltreffende manier.
- (iii) Waar twee steiers op die hoek van 'n gebou byeenkom, moet die paalstaander op die hoek en aan die buitekant van die steiers geplaas word.
- (iv) (aa) Steierbalke moet sover doenlik gelyk en stewig aan die staanders vasgemaak wees.
- (bb) Die punte van twee aaneenlopende steierbalke op dieselfde vlak moet stewig aan mekaar vasgemaak word by 'n staander, behalwe waar spesiale toestelle gebruik word wat verseker dat dit net so sterk is.
- (v) (aa) Kortelings moet reguit en stewig aan die steierbalke vasgemaak wees.
- (bb) As daar nie steierbalke gebruik word nie, moet die kortelings aan die staanders vasgemaak en gesteun word deur stewig vasgemaakte klampe.
- (cc) Kortelings waarvan die een punt op 'n muur rus, moet by daardie punt rus op 'n plat vlak wat minstens vier duim diep is.
- (dd) Die afmetings van die kortelings moet geskik wees vir die vraag wat hulle moet dra, en die afstand tussen twee agtereenvolgende kortelings waarop 'n platform rus, moet aangebring word met behoorlike inagneming van die verwagte vraag en die aard van die platformvloer.
- (ee) Die afstand tussen twee agtereenvolgende kortelings mag nie meer as 5 voet wees nie, en die planke moet minstens 1½ duim dik wees.
- (ff) Die vereistes van paragraaf (v) (ee) van hierdie regulasie is nie van toepassing nie in die geval van platforms wat slegs vir die dra van ligte boumateriaal gebruik word, maar in die geval van sulke platforms mag die afstand tussen die kortelings nie meer as 6 voet by 6 duim wees nie.
- (vi) Geen plank wat vir 'n platform gebruik word, mag dunner as 1½ duim wees nie.

(f) *Leersteiers.*

- (i) Leersteiers moet gebruik word vir ligte werk waarvoor min materiaal nodig is (opknapping, verwerk, ens.).
- (ii) Die lere wat gebruik word as die staanders van leersteiers—
 - (aa) moet sterk genoeg wees; en
 - (bb) moet of—
 - (1) tot op die vereiste diepte—volgens aard van die grond—ingeplant word; of
 - (2) op voetplate of borde geplaas word sodat die twee style van elke leer nie op die voetstuk waggel nie, en hulle moet aan die onderpunte so vasgemaak word dat hulle nie kan gly nie.

- (iii) If a ladder is used to extend another, the two shall overlap at least 5 feet and shall be securely fastened together.

(g) *Stability of Pole, Gabbard and Ladder Scaffolds.*

- (i) Every scaffold shall be sufficiently and properly braced.
- (ii) Every scaffold shall, unless it is an independent scaffold, be rigidly connected with the building at suitable vertical and horizontal distances.
- (iii) If the scaffold is an independent scaffold, at least one-third of the putlogs shall remain in position until the scaffold is finally dismantled and remain securely fastened to the ledgers or the uprights as the case may be.
- (iv) All the structures and appliances used as supports for working platforms shall be of sound construction, having a firm footing and be suitably strutted and braced to make them stable.
- (v) Loose bricks, drain pipes, chimney pots or other unsuitable material shall not be used for the construction or support of scaffolds.

(h) *Cantilever or Jib Scaffolds.*

- (i) Cantilever or jib scaffolds shall—
 - (aa) be securely fixed and anchored from the inside;
 - (bb) have outriggers of adequate length and cross-section to ensure their solidity and stability; and
 - (cc) be properly braced and supported.
- (ii) Only solid parts of the building shall be used as supports for scaffold parts.
- (iii) If working platforms rest on bearers let into the wall the bearers shall be efficiently braced, shall go right through the wall and shall be securely fastened on the far side.

- (i) *Bracket Scaffold.*—No figure or bracket scaffold supported or held by dogs or spikes driven into the wall shall be used unless the brackets are of suitable strength, are made of suitable metal and are securely anchored in the wall.

(j) *Heavy Suspended Scaffolds with Movable Platforms.*

- (i) Heavy suspended scaffolds shall comply with provisions of this regulation.
- (ii) Outriggers shall be—
 - (aa) of adequate strength and cross-section to ensure the solidity and stability of the scaffold;
 - (bb) installed at right angles to the building face; and
 - (cc) carefully spaced to suit the putlogs or deck irons;
- (iii) The overhang of the outriggers from the building shall be such that the platform is fixed to hang not more than 4 inches from the building face.
- (iv) (aa) The outriggers shall be securely anchored to the building by bolts or other equivalent means.
(bb) Anchor bolts shall be properly tightened and shall securely tie down the outriggers to the frame work of the building.
- (v) No counterweights shall be used as a means of securing the outriggers of such scaffolds.
- (vi) Stop bolts shall be placed at the end of each outrigger.
- (vii) The shackles serving to fasten the cables to the outriggers shall be placed vertically above the drum centres of the winches on the movable platforms. The eye of the cable shall be placed in the centre of the bent shackle belt.
- (viii) Putlogs or deck irons shall be used to support the platforms and shall be suitably fastened so as to prevent displacement. Deck irons shall be adequately jointed by fish plates.
- (ix) The cables or wire ropes used for suspension shall—
 - (aa) have at all times a factor of safety of at least ten, based on the maximum load that the ropes may have to support; and
 - (bb) be of such length that at the lowest position of the platform there are at least two turns of rope on each drum.
- (x) The scaffolding machines shall be so constructed and installed that their moving parts are readily accessible for inspection.

(k) *Light Suspended Scaffolds with Movable Platforms.*

- (i) Light suspended scaffolds shall comply with the provisions of this regulation.
- (ii) The outriggers shall be of adequate length and cross-section and shall be properly installed and supported.
- (iii) (aa) the inside ends of the outriggers shall be firmly secured; and

- (iii) As 'n leer gebruik word om 'n ander leer te verleng, moet die twee minstens vyf voet oormekaar slaan en stewig aan mekaar vasgemaak word.

(g) *Stabiliteit van paal-, saagpaal- en leersteiers.*

- (i) Elke steier moet op 'n doeltreffende wyse en behoorlik verspan word.
- (ii) Elke steier moet, tensy dit 'n onafhanklike steier is, stewig aan die gebou vasgemaak word op geskikte vertikale en horisontale afstande.
- (iii) Indien dit 'n onafhanklike steier is, moet minstens een derde van die kortelings in posisie bly totdat die steier finaal afgebreek word, en hulle moet stewig vasgemaak gehou word aan die steierballe van die staanders, na gelang van die geval.
- (iv) Al die strukture en toestelle wat gebruik word as stutte vir werkplatforms, moet stewig opgerig word, moet vas staan en moet op 'n geskikte manier gestut en verspan word om hulle stabiel te maak.
- (v) Los stene, rioolpype, skoorsteenpotte of ander ongeskikte materiaal mag nie vir die oprigting of stutting van steiers gebruik word nie.

(h) *Vrydraer- of armsteiers.*

- (i) Vrydraer- of armsteiers moet—
 - (aa) stewig van die binnekant af vasgemaak en geanker wees;
 - (bb) kraanbalke hê wat lank en dik genoeg is ten einde hul stewigheid en stabiliteit te verseker; en
 - (cc) behoorlik verspan en gestut word.
- (ii) Slegs soliede gedeeltes van die gebou moet gebruik word as stutte vir steierdele.
- (iii) As werkplatforms rus op drabalke wat in die muur ingelaat is, moet die drabalke op 'n doeltreffende wyse verspan word, dwarsdeur die muur gaan en stewig aan die ander kant vasgemaak word.

- (i) *Muurarmsteiers.*—Geen profiel- of muurarmsteiers gesteun of vasgehou deur grypkloue of penne wat in die muur ingeslaan is, mag gebruik word nie tensy die muurarms sterk genoeg is, gemaak is van 'n geskikte metaal en stewig in die muur geanker is;

(j) *Swaar hangsteiers met verskuifbare platforms.*

- (i) Swaar hangsteiers moet aan die bepalings van hierdie regulasie voldoen.
- (ii) Kraanbalke moet—
 - (aa) sterk en dik genoeg wees om die stewigheid en die stabiliteit van die steier te verseker;
 - (bb) reghoekig met die voorvlak van die gebou aangebring word; en
 - (cc) sorgvuldig gespaseer word om te pas by die kortelings en dekysters.
- (iii) Die kraanbalke moet so ver van die gebou af uitsteek dat die platform so aangebring kan word dat dit nie meer as vier duim van die voorvlak van die gebou af is nie.
- (iv) (aa) Die kraanbalke moet stewig aan die gebou geanker word deur middel van boute of ander gelykwaardige middels.
(bb) Ankerboutte moet behoorlik vasgeskroef word en moet die kraanbalke stewig vashou aan die raamwerk van die gebou.
- (v) Geen teengewigte mag gebruik word om die kraanbalke van sulke steiers vas te hou nie.
- (vi) Keerboute moet aan die end van elke kraanbalk geplaas word.
- (vii) Die harpboute waarmee die kables aan die kraanbalke vasgemaak word, moet vertikaal bokant die trommelsenters van die windasse op die verskuifbare platforms geplaas word. Die oog van die kabel moet in die senter van die gebuigde band van die harpboud geplaas word.
- (viii) Kortelings of dekysters moet gebruik word om die platforms te stut en moet stewig vasgemaak word sodat hulle nie kan verskuif nie. Dekysters moet op 'n doeltreffende wyse aanmeekaargeheg word deur middel van spalkplate.
- (ix) Die kables of draadtoue waaraan die steiers hang, moet—
 - (aa) te alle tye 'n veiligheidsfaktor van minstens 10 hê, gebaseer op die maksimum vrag wat die toue moet hou; en
 - (bb) so lank wees dat daar ten minste nog twee draaie tou om elke trommel is wanneer die platform in sy laagste posisie is.
- (x) Die steiermasjiene moet so opgerig en geïnstalleer word dat hul bewegende dele maklik geïnspekteer kan word.

(k) *Ligte hangsteiers met verskuifbare platforms.*

- (i) Ligte hangsteiers moet aan die bepalings van hierdie regulasie voldoen.
- (ii) Die kraanbalke moet lank en dik genoeg wees en moet behoorlik geïnstalleer en gestut word.
- (iii) (aa) Die binneste punte van die kraanbalke moet stewig vasgemaak word; en

(bb) the suspension ropes shall have a factor of safety of at least 10.

- (iv) The maximum length of the platform shall be 26 feet.
- (v) The platform shall hang on at least three ropes which shall not be more than 10 feet apart. No intermediate rope shall at any time be tauter or slacker than either of the end ropes.
- (vi) The pulley blocks shall be fastened to the platforms by stout iron bands which shall be properly secured, shall be continued round the sides and bottom of the platforms, and shall have eyes in the iron to receive the ropes.
- (vii) Suspended scaffolds on which the workers sit to work shall be provided with devices to keep the platform at a distance of at least 12 inches from the wall and to prevent the workers from knocking their knees against the wall if the scaffold swings.

(f) *Other Suspended Scaffolds.*

- (i) A skip, large basket, boatswain's chair or similar equipment shall only be used as a suspended scaffold in exceptional circumstances for work of short duration, and under the supervision of a person who shall be paid not less than the wage prescribed in clause 4 (1) (a) (xv) of this Agreement.
- (ii) When such equipment is used as a suspended scaffold—
 - (aa) it shall be supported by ropes having a safety factor of at least 10, based on the total load including the dead weight; and
 - (bb) adequate precautions shall be taken to prevent the workers from falling out.
- (iii) When a skip or large basket is used as a suspended scaffold—
 - (aa) it shall be at least 2 feet 6 inches deep; and
 - (bb) it shall be carried by two strong iron bands which shall be securely fastened, shall be continued round the sides and bottom, and shall have eyes in the iron to receive the ropes.

(m) *Transport and Storage of Materials on Scaffolds, Distribution of the Load.*

- (i) In transferring heavy loads on or to a scaffold no sudden shock shall be transmitted to the scaffold.
- (ii) The load on the scaffold shall be evenly distributed as far as is practicable and in any case shall be so distributed as to avoid any dangerous disturbance of the equilibrium.
- (iii) During the use of a scaffold care shall constantly be taken that it is not overloaded and that materials are not unnecessarily kept upon it.

(n) *Installation of Lifting Gear on Scaffolds.*

- (i) When lifting gear is to be used on a scaffold—
 - (aa) the parts of the scaffold shall be carefully inspected and, if need be, adequately strengthened;
 - (bb) any movement of the putlogs shall be prevented; and
 - (cc) if possible the uprights shall be rigidly connected to a solid part of the building at the place where the lifting gear is erected.
- (ii) When the platform of the lifting gear does not move in guides or when the load is liable to come into contact with the scaffold during hoisting or lowering, a vertical boarding shall be erected to the full height of the scaffold to prevent loads from being caught in the scaffold.

(o) *Examination of Scaffolds Before Use, Especially Scaffolds Constructed by Other Contractors.*—Every scaffold, whether or not it has been erected by the employer whose workmen are about to use it—

- (aa) shall before use be examined by a person who shall be paid not less than the wage prescribed in clause 4 (1) (a) (xv) of this Agreement, to ensure—
 - (1) that it is in a stable condition;
 - (2) that the materials used in its construction are sound;
 - (3) that it is adequate for the purpose for which it is to be used; and
 - (4) that the necessary safeguards as laid down in this Agreement are in position; and

(bb) die hangtoue moet 'n veiligheidsfaktor van minstens 10 hê.

- (iv) Die maksimum lengte van die platform is 26 voet.
- (v) Die platform moet aan minstens drie toue hang wat nie meer as 10 voet van mekaar af is nie. Geen tussentou mag te eniger tyd stywer of slapper as enige van die toue aan die punte wees nie.
- (vi) Die katrolblokke moet aan die platforms vasgemaak word deur middel van sterk ysterhoepels wat behoorlik vasgemaak is, om die kante en vloer van die platforms gaan en wat oë in die yster het waardeur die toue kan gaan.
- (vii) Hangsteiers waarop die werkers sit en werk, moet voorsien word van toestelle wat die platform minstens 12 duim van die muur af hou en wat sal voorkom dat die werkers hul knieë teen die muur stamp as die steier swaai.

(f) *Ander hangsteiers.*

- (i) 'n Bak, groot mandjie, bootsmanstoel of soortgelyke uitrusting moet slegs onder buitengewone omstandighede as 'n hangsteier gebruik word vir werk wat kort van duur is, en dit moet gebruik word onder die toesig van 'n persoon wat minstens die loon betaal moet word wat in klousule 4 (1) (a) (xv) van hierdie Ooreenkoms voorgeskryf word.
- (ii) Wanneer sodanige uitrusting as 'n hangsteier gebruik word—
 - (aa) moet dit hang aan toue wat 'n veiligheidsfaktor van minstens 10 het, gebaseer op die totale wag, met inbegrip van die eie gewig; en
 - (bb) moet doeltreffende voorsorgsmaatreëls getref word ten einde te voorkom dat die werkers uitval.
- (iii) Wanneer 'n bak of groot mandjie as 'n hangsteier gebruik word—
 - (aa) moet dit minstens 2 voet 6 duim diep wees; en
 - (bb) moet dit hang in twee sterk ysterhoepels wat stewig vasgemaak is en wat om die kante en vloer daarvan gaan en daar moet oë in die yster wees waardeur die toue gestee kan word.

(m) *Vervoer en berging van materiaal op steiers.*—*Verspreiding van die wag.*

- (i) Wanneer swaar wagte op 'n steier verskuif of daarop gelaai word, moet dit gedoen word sonder om die steier 'n harde stamp toe te dien.
- (ii) Die wag op die steier moet sover moontlik eweredig versprei word en moet in elk geval so versprei word dat 'n gevaarlike versteuring van die ewewig voorkom word.
- (iii) Wanneer 'n steier gebruik word, moet daar gedurig gesorg word dat dit nie oorlaai word nie en dat materiaal wat nie nodig is nie, nie daarop gehou word nie.

(n) *Installasie van hysuitrusting op steiers.*

- (i) Wanneer hysuitrusting op 'n steier gebruik moet word—
 - (aa) moet die dele van die steier sorgvuldig geïnspekteer en, indien nodig, op 'n doeltreffende wyse versterk word;
 - (bb) moet daar voorkom word dat die kortelings enigins beweeg; en
 - (cc) moet die staanders, indien moontlik, stewig aan 'n soliede gedeelte van die gebou vasgemaak word op die plek waar die hysuitrusting opgerig word.
- (ii) Wanneer die platform van die hysuitrusting nie in 'n leiraam beweeg nie of wanneer dit waarskynlik is dat die wag in aanraking met die steier sal kom wanneer dit gehys of neergelaat word, moet 'n vertikale skutting wat die volle hoogte van die steier dek, aangebring word ten einde te voorkom dat wagte aan die steier vashaak.

(o) *Ondersoek van steiers voor gebruik, veral steiers wat deur ander kontrakteurs opgerig is.*—Elke steier, hetsy dit deur die werkgewer wie se werkmense op die punt staan om dit te gebruik, opgerig is of nie—

- (aa) moet, voordat dit gebruik word, ondersoek word deur 'n persoon wat minstens die loon moet ontvang wat in klousule 4 (1) (a) (xv) van hierdie Ooreenkoms voorgeskryf word, ten einde te verseker—
 - (1) dat dit in 'n stabiele toestand is;
 - (2) dat die materiaal wat vir die oprigting daarvan gebruik is, geen defekte het nie;
 - (3) dat dit toereikend is vir die doel waarvoor dit gebruik sal word; en
 - (4) dat die nodige beskermstrukture soos in hierdie Ooreenkoms voorgeskryf, aangebring is; en

(bb) shall during use be maintained in good condition.

(p) Working Platforms.

- (i) Every working platform which is more than 6 feet 6 inches above the ground or floor shall be closely boarded or planked.
- (ii) (aa) The width of the platform shall be adequate having regard to the nature of the work, and shall be such that at every part there is not less than 1 foot 6 inches clear passage free from fixed obstacles and deposited material.
(bb) In no case shall the width of the platforms be less than—
 - (1) 1 foot 6 inches if the platform is used as a footing only and not for the deposit of any material;
 - (2) 3 feet if the platform is used for the deposit of material;
 - (3) 3 feet 9 inches if the platform is used for the support of any higher platform;
 - (4) 4 feet 6 inches if the platform is one upon which stone is dressed or roughly shaped;
 - (5) 5 feet if the platform is used for the support of any higher platform and is one upon which stone is dressed or roughly shaped.
- (iii) The maximum width of a platform supported on putlogs shall not exceed 5 feet 6 inches.
- (iv) Every working platform shall, if part of a pole or gabbard scaffold, be at least 3 feet 3 inches below the top of the standards.
- (v) Boards or planks which form part of a working platform or which are used as toe-boards shall—
(aa) be of a thickness which is such as to afford adequate security having regard to the distance between the putlogs which shall in no case be less than 1½ inches; and
(bb) be of a width not less than 6 inches.
- (vi) No board or plank which forms part of a working platform shall project beyond its end support to a distance exceeding four times the thickness of the board or plank.
- (vii) Where barrows are being used on a scaffold or platform, boards or planks shall not overlap one another unless precautions such as the provision of bevelled pieces are taken to facilitate the movement of barrows.
- (viii) Every board or plank which forms part of a working platform shall rest on at least three supports, unless the distance between the putlogs and the thickness of the board or plank are such as to exclude all risk of tipping or undue sagging.
- (ix) Platforms shall be so constructed that the boards or planks cannot be displaced in consequence of normal use.
- (x) Whenever possible a platform shall extend at least 2 feet beyond the end of the wall of the building.
- (xi) Every part of a working platform or working place from which a person is liable to fall a distance exceeding 15 feet, shall be provided—
(aa) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the platform or above any raised standing place on the platform and so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches. In the case of a tubular scaffold a tubular guard-rail shall be provided and fixed at least 3 feet 3 inches above the platform or above any raised standing place on the platform so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches;
(bb) with toe-boards which are of sufficient height to prevent the fall of materials and tools from the platform and in no case less than 6 inches high and are as close as possible to the platform.
- (xii) Guard-rails, toe-boards and other safeguards used on a scaffold platform shall be maintained in position, except that they may be removed for the time and to the extent required to allow the access of persons or the transport or shifting of materials.
- (xiii) The guard-rail and toe-boards used on a scaffold platform shall be placed on the inside of the uprights.
- (xiv) The platforms of suspended scaffolds shall be provided with guard-rails and toe-boards on all sides, subject to the reservation that—
(aa) on the side facing the wall the guard-rail need not be at a height of more than 2 feet 6 inches if the work does not allow a greater height; and

(bb) moet in 'n goeie toestand gehou word solank dit gebruik word.

(p) Werkplatforms.

- (i) Elke werkplatform wat meer as 6 voet 6 duim bokant die grond of vloer is, moet dig toegemaak word met borde of planke.
- (ii) (aa) Die platform moet wyd genoeg wees, met inagneming van die aard van die werk, en die wydte moet sodanig wees dat daar in elke gedeelte van die platform 'n onbelemmerde deurgang van minstens 1 voet 6 duim is wat vry is van vaste voorwerpe of materiaal wat daar geplaas is.
(bb) In geen geval mag die wydte van die platform minder wees nie as—
 - (1) 1 voet 6 duim, as die platform slegs as 'n staanplek gebruik word en nie om materiaal daarop te plaas nie;
 - (2) 3 voet, as die platform gebruik word om materiaal daarop te plaas;
 - (3) 3 voet 9 duim, as die platform gebruik word as die stut vir 'n hoër platform;
 - (4) 4 voet 6 duim, as dit 'n platform is waarop klip gekap of ru gefatsoeneer word;
 - (5) 5 voet, as die platform gebruik word as 'n stut vir 'n hoër platform en as klip daarop gekap of ru gefatsoeneer word.
- (iii) Die maksimum wydte van 'n platform wat gesteun word deur kortelings, is 5 voet 6 duim.
- (iv) Elke werkplatform wat deel uitmaak van 'n paal- of saagpaalsteier, moet minstens 3 voet 3 duim onderkant die bopunt van die staanders wees.
- (v) Borde of planke wat deel van 'n werkplatform uitmaak of wat gebruik word as voetskutte—
(aa) moet so dik wees dat dit, met inagneming van die afstand tussen die kortelings, veilig genoeg is, en die dikte moet in geen geval minder as 1½ duim wees nie; en
(bb) moet minstens 6 duim breed wees.
- (vi) Geen bord of plank wat deel uitmaak van 'n werkplatform, mag meer as viermaal die dikte van die bord of plank by die eindstut daarvan verbystek nie.
- (vii) Wanneer kruiswaaers op 'n steier of platform gebruik word, mag die borde of planke nie oor mekaar lê nie tensy voorsorgsmaatreëls getref is soos die verskaffing van skuinstukke wat die beweging van die kruiswaaers sal vergemaklik.
- (viii) Elke bord of plank wat deel uitmaak van 'n werkplatform, moet op minstens drie stutte rus, tensy die afstand tussen die kortelings en die dikte van die bord of plank sodanig is dat daar geen gevaar bestaan dat dit sal omslaan of te veel sal buig nie.
- (ix) Platforms moet so gebou word dat die borde of planke nie as gevolg van gewone gebruik verskuif kan word nie.
- (x) Wanneer moontlik, moet 'n platform minstens 2 voet by die end van die muur van die gebou verbystek.
- (xi) Elke gedeelte van 'n werkplatform of werkplek van waar 'n persoon meer as 15 voet kan val, moet voorsien word van—
(aa) 'n geskikte skutreling of skutrelings wat 'n deursnee-oppervlakte van minstens 9 vierkante duim het en minstens 3 voet 3 duim bokant die platform of bokant 'n hoër staanplek op die platform vasgemaak is sodat die vertikale opening onder die skutreling nie meer as 3 voet 3 duim is nie (in die geval van 'n pypsteier moet 'n pypskutreling minstens 3 voet 3 duim bokant die platform of bokant 'n hoër staanplek op die platform verskaf en aangebring word sodat die vertikale opening onder die skutreling nie meer as 3 voet 3 duim is nie);
(bb) voetskutte wat hoog genoeg is om te voorkom dat materiaal of gereedskap van die platform afval, en hulle moet in geen geval minder as 6 duim hoog wees nie en moet so na aan die platform as moontlik wees.
- (xii) Skutrelings, voetskutte en ander beskermstrukture wat op 'n steierplatform gebruik word, moet in posisie gehou word, maar hulle kan vir die tyd en in die mate wat nodig is, verwyder word ten einde toegang te verleen vir persone of die vervoer of verskuiving van materiaal.
- (xiii) Die skutreling en die voetskutte wat op 'n steierplatform gebruik word, moet aan die binnekant van die staanders aangebring word.
- (xiv) Die platforms van hangsteiers moet voorsien word van skutrelings en voetskutte aan alle kante, met dié voorbehoud dat—
(aa) die skutreling aan die muurkant nie meer as 2 voet 6 duim hoog hoef te wees nie as die werk 'n groter hoogte nie moontlik maak nie; en

(bb) the guard-rail and toe-boards shall not be compulsory on the side facing the wall if the workers sit on the platform to work, but in such case the platform shall be provided with cables, ropes or chains affording the workers a firm handhold and capable of holding any worker who may slip.

(xv) The space between the wall and the platform shall be as small as practicably possible except where workmen sit on the platform during their work, in which case it shall not exceed 1 foot 6 inches.

(q) *Gangways, Runs and Stairs.*

(i) Every gangway or run any part of which is more than 6 feet 6 inches above the ground or floor shall be—
(aa) closely boarded or planked; and
(bb) at least 1 foot 9 inches wide.

(ii) The maximum slope of any gangway or run shall be 1 foot 6 inches per 3 feet.

(iii) Where the gangway or run is used for the passage of materials there shall be maintained a clear passageway which—

(aa) is adequate in width for transport of materials without the removal of the guard-rails and toe-boards; and
(bb) is in any case of a width not less than 2 feet.

(iv) All planks forming a gangway or run shall be so fixed and supported as to prevent undue or unequal sagging.

(v) When the slope renders additional foothold necessary, and in every case where the slope is more than 10 inches per yard, there shall be proper stepping laths which shall—

(aa) be placed at suitable intervals; and
(bb) be the full width of the gangway, except that they may be interrupted over a breadth of 4 inches to facilitate the movement of barrows.

(vi) Stairs shall be provided with guard-rails throughout their length.

(vii) Gangways, runs and stairs from which a person is liable to fall a distance exceeding 6 feet 6 inches shall be provided—

(aa) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the gangway, run or stair and so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches; and
(bb) with toe-boards which are of sufficient height to prevent the fall of material and tools from the gangway, run or stair and in no case less than 6 inches high, and are as close as possible to the gangway, run or stair.

(r) *General Provisions Concerning Platforms, Gangways, Runs and Stairs.*

(i) Every platform, gangway, run or stairway shall be kept free from any unnecessary obstruction, rubbish, etc.

(ii) Precautions shall be taken to prevent any platform, gangway, run or stairway from becoming slippery.

(iii) No part of a working platform, gangway or run shall be supported by loose bricks, drain pipes, chimney pots or other loose or unsuitable material.

(iv) No working platform, gangway or run shall be supported by an eaves gutter, a balcony or its coping, a lightning conductor or other unsuitable part of a building.

(v) No working platform, gangway or run shall be used for working upon until its construction is complete according to these regulations and the prescribed safeguards properly fixed.

(s) *Trestle Scaffolds.*

(i) There shall not be used any trestle scaffold which—
(aa) is of more than two tiers; or
(bb) exceeds a height of 10 feet from the ground or floor; or
(cc) is erected on a suspended scaffold.

(ii) The width of a trestle scaffold erected on a platform shall be such as to leave sufficient unobstructed space on the platform for the transport of materials or the passage of persons.

(iii) Trestles shall be firmly fixed so as to prevent displacement.

(4) *Joinery.*—No purpose-made joinery manufactured in a district in the Republic of South Africa where the wage paid to journeymen employed on such manufacture is lower than that prescribed in clause 4 (1) (a) (xv) of this Agreement, shall be utilised in the Building Industry in the Cape Peninsula.

13. WET WEATHER SHELTER.

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

(bb) die skutreling en voetskutte aan die muurkant nie verpligtend is nie as die werkers op die platform sit en werk, maar in so 'n geval moet die platform voorsien word van stewige kables, toue of kettings waaraan die werkers kan vashou en wat sterk genoeg is om 'n werker te hou wat mag gly.

(xv) Die ruimte tussen die muur en die platform moet so klein moontlik wees, behalwe in gevalle waar werkmense op die platform sit en werk, en in so 'n geval moet dit nie meer as 1 voet 6 duim wees nie.

(q) *Deurgange, loopplanke en trappe.*

(i) Elke deurgang of loopplank waarvan enige deel meer as 6 voet 6 duim bokant die grond of vloer is, moet—

(aa) dig toegemaak word met borde of planke; en
(bb) minstens 1 voet 9 duim breed wees.

(ii) Die grootste helling van 'n deurgang of loopplank moet 1 voet 6 duim per 3 voet wees.

(iii) Waar die deurgang of loopplank gebruik word vir die vervoer van materiaal, moet daar 'n opversperde gang wees wat—

(aa) breed genoeg is vir die vervoer van materiaal sonder dat dit nodig is om die skutrelings en voetskutte te verwyder; en
(bb) in elke geval nie smaller as 2 voet is nie.

(iv) Alle planke wat gebruik word vir 'n deurgang of loopplank, moet so aangebring en gestut word dat dit nie onnodig of ongelyk buig nie.

(v) Wanneer die helling sodanig is dat addisionele vasttrapplek nodig is, en in alle gevalle waar die helling meer as 10 duim per jaart is, moet daar behoorlike vasttrapplatte wees wat—

(aa) op geskikte afstande van mekaar af aangebring is; en
(bb) net so breed as die deurgang moet wees, behalwe dat daar 'n gaping van 4 duim mag wees ten einde die beweging van kruiswag te vergemaklik.

(vi) Trappe moet oor hul hele lengte voorsien word van skutrelings.

(vii) Deurgange, loopplanke en trappe vanwaar 'n persoon meer as 6 voet 6 duim kan afval, moet voorsien word—

(aa) van 'n geskikte skutreling of skutrelings wat 'n deursnee-oppervlakte van minstens 9 vierkante duim het en minstens 3 voet 3 duim bokant die deurgang, loopplank of trap aangebring moet word sodat die vertikale opening onderkant die skutreling nie meer as 3 voet 3 duim is nie; en
(bb) van voetskutte wat hoog genoeg is om te voorkom dat materiaal en gereedskap van die deurgang, loopplank of trap afval, en dit moet in geen geval minder as 6 duim hoog wees nie en moet so naby as moontlik aan die deurgang, loopplank of trap wees.

(r) *Algemene bepalinge betreffende platforms, deurgange, loopplanke en trappe.*

(i) Elke platform, deurgang, loopplank of trap moet vrygehou word van onnodige hindernisse, vuilgoed, ens.

(ii) Voorsorgsmaatreëls moet getref word ten einde te voorkom dat 'n platform, deurgang, loopplank of trap glippery word.

(iii) Geen deel van 'n werkplatform, deurgang of loopplank moet deur los stene, rioolpype, skoorsteenpote of ander los of ongeskikte materiaal gestut word nie.

(iv) Geen werkplatform, deurgang of loopplank moet deur 'n dakgoot, 'n balkon of die deklaag daarvan, 'n bliksemafleier of ander ongeskikte deel van 'n gebou gestut word nie.

(v) Daar mag op geen werkplatform, deurgang of loopplank gewerk word nie totdat dit klaar opgerig is ooreenkomstig hierdie regulasies en die voorgeskrywe beskermingskutte behoorlik aangebring is.

(s) *Boksteiers.*

(i) Daar mag geen boksteier gebruik word nie wat—

(aa) uit meer as twee rye bestaan; of
(bb) hoër as 10 voet van die grond of vloer af is; of
(cc) op 'n hangsteier opgerig word.

(ii) Die breedte van 'n boksteier wat op 'n platform opgerig word, moet sodanig wees dat daar genoeg onbelemmerde ruimte op die platform vir die vervoer van materiaal of die beweging van persone is.

(iii) Bokke moet stewig vasgemaak word ten einde te voorkom dat hulle verskuif.

(4) *Skrynwerker.* — Geen doelgemaakte skrynwerk wat vaardig is in 'n distrik in die Republiek van Suid-Afrika waar die lone wat betaal word aan vakmanne wat vir sodanige vervaardiging in diens geneem is, laer is as dié voorgeskryf in klousule 4 (1) (a) (xv) van hierdie Ooreenkoms, mag in die Bounywerheid in die Kaapse Skiereiland gebruik word nie.

13. SKUILING TEEN WEER.

Werkgewers moet op alle terreine waar bouwerk aan die gang is, geskikte onderdak verskaf waarin werknemers gedurende nat weer kan skuil.

14. LATRINES.

- (1) Proper and adequate sanitary accommodation shall be provided in all jobs for Europeans and Non-Europeans separately.
- (2) In all cases sanitary accommodation shall be provided in compliance with the requirements of the relative Local Authority By-laws.
- (3) Proper and daily supervision shall be carried out so as to ensure cleanliness of sanitary accommodation.

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, and shall provide time not exceeding six minutes in the morning and again in the afternoon for taking tea, such times to be agreed upon in consultation between the employer and employees on each job. No employee may leave the position where he is working for tea in the morning or afternoon.

16. NOTICE BOARDS.

Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice board on which shall be legibly displayed the name of such employer or partnership in letters not less than 3 inches high; provided that sub-contractors may use letters not less than 2 inches high.

17. EXEMPTIONS.

- (1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.
- (2) The Council shall have the power to fix the condition under and the period for which any exemption shall operate.
- (3) A licence of exemption under the signature of the Chairman of the Council shall be issued to every employer or employee exempted.
- (4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it is granted.

18. ENGAGEMENT OF EMPLOYEES.

- (1) Members of the trade unions who are parties to this Agreement agree to accept employment with members of the employers' organization only, and members of the employers' organization who are parties to this Agreement agree to employ members of the aforesaid trade unions only; provided this section shall not apply where membership to a party to this Agreement has been refused without reasonable cause in the opinion of the Council, and the employee or employer concerned reported such refusal to the Council within fourteen days.
- (2) The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic 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 it, the provisions of this section shall immediately come into operation.
- (3) Provided that this shall not apply to the employment of any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union concerned.
- (4) Proof of membership of the trade unions shall be the production of a current up to date membership card issued by the trade unions.

19. EXPENSES OF THE COUNCIL.

- (i) For the purpose of meeting the expenses of the Council, every employer shall—
 - (a) deduct 5c per week from the wages of each of his employees for whom wages are prescribed in sub-paragraphs (v), (vi), (viii), (x), (xiii), (xiv) and (xv) of paragraph (a) of clause 4 (I) of this Agreement and to the amount so deducted the employer shall add an equal amount, which amounts he shall pay to the Council on or before the 14th of each month, such payment to be accompanied by a statement showing the number of such employees employed and their trades; provided that—
 - (i) the provisions of this paragraph shall not apply in respect of an employee who has worked for less than eight hours in any one week and where an employee has been employed by two or more employers in any one 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 eight hours;
 - (ii) as from the 23rd October, 1961, or such later date as may be determined by the Council and of which due notice shall be given to all employers registered with the Council, payment shall instead be made in the manner prescribed in sub-clauses (2) and (4) of this clause;

14. LATRINES.

- (1) Behoorlike en toereikende sanitêre geriewe moet op alle werkplekke vir Blankes en nie-Blankes afsonderlik verskaf word.
- (2) In alle gevalle moet die sanitêre geriewe ooreenkomstig die vereistes van die betrokke plaaslike bestuur se verordeninge verskaf word.
- (3) Behoorlike toesig moet daaglik gehou word ten einde die sinlikheid van die sanitêre geriewe te verseker.

15. VERVERSINGS.

Elke werkgewer moet 'n persoon beskikbaar stel om tee vir sy werknemers in die oggend, die middag en in die namiddag te maak, en moet hoogstens 6 minute in die oggend en in die namiddag aan sy werknemers afstaan om tee te drink, en die tye daarvoor moet vasgestel word deur middel van onderlinge ooreenlegging tussen die werkgewers en die werknemers op elke werkplek. 'n Werknemer mag nie die posisie waar hy werk, verlaat nie met die doel om tee in die oggend of in die namiddag te drink.

16. KENNISGEWINGBORDE.

Elke werkgewer en alle werkgewers in 'n vennootskap moet op alle plekke waar daar bouwerk verrig word, 'n kennisgewingbord in 'n opvallende plek waartoe die publiek toegang het, vertoon waarop die naam van sodanige werkgewer of vennootskap in leesbare letters wat minstens 3 duim hoog is, gemeld moet word; met dien verstande dat subkontraakteurs letters mag gebruik wat minstens 2 duim hoog is.

17. VRYSTELLINGS.

- (1) Die Raad mag om 'n afdoende rede vrystellings van enigeen van die bepalings van hierdie Ooreenkoms verleen.
- (2) Die Raad besit die bevoegdheid om die voorwaardes waarop en die tydperk waarvoor 'n vrystelling van krag is, te bepaal.
- (3) 'n Vrystellingsertifikaat, onderteken deur die Voorsitter van die Raad, moet uitgereik word aan elke werkgewer of werknemer aan wie vrystelling verleen word.
- (4) Die Raad mag 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit verleen is, wysig of intrek.

18. INDIENSNEMING VAN WERKNEMERS.

- (1) Lede van die vakverenigings wat partye by hierdie Ooreenkoms is, stem daarmee in om slegs by lede van die werkgewers-organisasie in diens te tree, en lede van die werkgewersorganisasie wat partye is by hierdie Ooreenkoms, stem daarmee in om slegs lede van voornoemde vakverenigings in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is nie in gevalle waar lidmaatskap van 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder redelike gronde geweier is en die betrokke werknemer of werkgewer sodanige weiering binne 14 dae aan die Raad gerapporteer het.
- (2) Die bepalings van hierdie klousule is nie op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na verloop van die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik in werking tree.
- (3) Die bepalings van hierdie klousule is nie van toepassing nie op die indiensneming van 'n werknemer wat, na die mening van die Minister, 'n grondige beswaar daarteen het om lid te word of om lid van die betrokke vereniging te bly.
- (4) Die bewys dat 'n werknemer lid van die vakverenigings is, is die vertoning van 'n geldige lidmaatskapkaart wat deur die vakverenigings uitgereik is.

19. ONKOSTE VAN DIE RAAD.

- (1) Ten einde die onkoste van die Raad te bestry, moet elke werkgewer—
 - (a) 5c per week aftrek van die loon van elkeen van sy werknemers vir wie lone voorgeskryf word in subparagrafe (v), (vi), (viii), (x), (xiii), (xiv) en (xv) van paragraaf (a) van klousule 4 (I) van hierdie Ooreenkoms, en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is, en hierdie bedrae moet hy voor of op die 14de van elke maand aan die Raad betaal, en sodanige betaling moet vergesel gaan van 'n staat waarop die getal werknemers wat in sy diens is en hul ambagte gemeld word; met dien verstande dat—
 - (i) die bepalings van hierdie paragraaf nie van toepassing is nie ten opsigte van 'n werknemer wat vir minder as 8 uur in 'n bepaalde week gewerk het, en waar 'n werknemer deur twee of meer werkgewers in 'n bepaalde week in diens geneem is, moet die bedrag vir daardie week afgetrek word deur die werkgewer deur wie hy die eerste gedurende daardie week vir minstens 8 uur in diens geneem is;
 - (ii) met ingang van 23 Oktober 1961 of dié later datum wat die Raad mag bepaal en waarvan daar behoorlik kennis gegee moet word aan alle werkgewers wat by die Raad geregistreer is, betaling moet geskied ooreenkomstig die voorskrifte van subklousule (2) en (4) van hierdie klousule;

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

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

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

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

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

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

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

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

20. AGENTS.

(1) The Council shall appoint persons as agents to assist in giving effect to the terms of this Agreement. An Agent may enter any establishment and may question any employer or employee and inspect the records of wages and allowances paid and payments for overtime, also time worked, for the purposes of ascertaining whether the terms of the Agreement are being observed.

(2) Subject to authorisation by the Minister in terms of section 36 (2) of the Apprenticeship Act, 1944, as amended, an Agent shall have the power to assist Apprenticeship Committees for the industry by carrying out inspections in order to ensure that the conditions of apprenticeship contracts are being observed in terms of the Apprenticeship Act, 1944, as amended, and the regulations promulgated thereunder.

21. HOLIDAY PERIOD.

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

- (a) commencing 5 p.m. on the 22nd December, 1961, and ending at 8 a.m. on the 15th January, 1962;
- (b) commencing 5 p.m. on the 21st December, 1962, and ending at 8 a.m. on the 14th January, 1963;
- (c) commencing 5 p.m. on the 20th December, 1963, and ending at 8 a.m. on the 13th January, 1964;
- (d) commencing at 5 p.m. on the 18th December, 1964, and ending at 8 a.m. on the 11th January, 1965; and
- (e) commencing at 5 p.m. on the 17th December, 1965, and ending at 8 a.m. on the 10th January, 1966.

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

- (a) *Holiday Period.*—The wages which an apprentice or minor would have earned if he had worked for his employer during the holiday period prescribed in the preceding sub-clause (inclusive of public holidays mentioned in clause 4 (3), falling within such closed period), such amount to be paid on the last pay day prior to the commencement of the holiday period. Provided that in the case of an apprentice whose contract of employment terminates prior to the last pay day preceding the commencement of the holiday period, the employer shall pay to such apprentice an amount of not less than one-sixth of the weekly wage in respect of each completed month of employment during the year preceding such holiday.

(b) ten opsigte van enige kalendermaand waarin daar nie van hom vereis is om ingevolge die bepalings van paragraaf (a) van hierdie subklousule enige bedrag aan die Raad te betaal nie, 'n bedrag van 25 sent aan die Raad bydra ten opsigte van elke week wat in daardie maand eindig (dit wil sê ten opsigte van elke Vrydag). Die bydrae, bereken soos voornoem, moet voor of op die 14de van die daaropvolgende maand aan die Raad betaal word en moet vergesel gaan van 'n skriftelike verklaring dat sodanige werkgewer nie ingevolge die voorafgaande paragraaf (a) daarvoor aanspreeklik was om enige bedrag aan die Raad te betaal nie.

(2) Ooreenkomstig die bepalings van voorbehoudsbepaling (ii) van paragraaf (a) van subklousule (1) van hierdie klousule en met ingang van die datum daarin voorgeskryf, moet elke werkgewer op elke betaaldag aan elke betrokke werknemer 'n seël ter waarde van 10 sent uitreik wat hy op 'n leesbare wyse met sy naam en die datum van uitreiking moet roeier.

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

(b) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die vorm moet deur die werknemer ingevul word deur sy volle naam en adres, beroep en die naam van die vakvereniging waarvan hy lid is daarop te verstrek en dit met sy gewone handtekening te onderteken.

(c) Die Raad mag na goedvinde die seëls en bydraeboeke bedoel in hierdie klousule, kombineer met ander seëls en bydraeboeke wat die Raad ten opsigte van 'n ander fonds uitgereik het waarvoor daar voorsiening in hierdie Ooreenkoms gemaak word.

(4) Die werkgewer moet die seëls bedoel in subklousule (2), van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan in stand hou; met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad mag verkry. Daar moet binne ses maande na die verstrekking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(5) Werknemers moet hul bydraeboeke onmiddellik na die eerste betaaldag in November elke jaar by die kantoor indien, en hulle moet 'n ontvangsbewys daarvoor verkry.

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

20. AGENTE.

(1) Die Raad moet persone as agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms. 'n Agent mag enige bedryfsinrigting betree en enige werkgewer of werknemer ondervra en die registers van die lone en toelae in die bedrae wat vir oortydwerk betaal is, asook die tyd gewerk, nagaan met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

(2) Mits die Minister ooreenkomstig die bepalings van artikel ses-en-dertig (2) van die Wet op Vakleerlinge, 1944, soos gewysig, magtiging daartoe verleen, het 'n agent die bevoegdheid om komitees vir vakleerlinge in die nywerheid te help deur inspeksies uit te voer ten einde te verseker dat die voorwaardes van vakleerlingkontrakte nagekom word ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, en die regulasies wat daarkragtens afgekondig is.

21. VAKANSIETYPDEK.

(1) Gedurende ondergemelde tydperke mag geen werknemer enige werk verrig of van 'n werknemer vereis of hom toelaat om werk te verrig nie en mag geen werknemer werk in die Bounywerheid onderneem of verrig nie tensy dit noodwerk is:—

- (a) Vanaf 5 nm. op 22 Desember 1961 tot 8 vm. op 15 Januarie 1962;
- (b) vanaf 5 nm. op 21 Desember 1962 tot om 8 vm. op 14 Januarie 1963;
- (c) vanaf 5 nm. op 20 Desember 1963 tot om 8 vm. op 13 Januarie 1964;
- (d) vanaf 5 nm. op 18 Desember 1964 tot om 8 vm. op 11 Januarie 1965; en
- (e) vanaf 5 nm. op 17 Desember 1965 tot om 8 vm. op 10 Januarie 1966.

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

- (a) *Vakansietydperk.*—Die loon wat 'n vakleerling of minderyjarige sou verdien het as hy gedurende die vakansietydperk voorgeskryf in die voorafgaande subklousule [met inbegrip van die openbare vakansiedae genoem in klousule 4 (3), wat binne sodanige vakansietydperk val], vir sy werkgewer gewerk het, en sodanige bedrag moet betaal word op die laaste betaaldag voor die begin van die vakansietydperk; met dien verstande dat, in die geval van 'n vakleerling wie se dienskontrak eindig voor die laaste betaaldag onmiddellik voor die begin van die vakansietydperk, die werkgewer aan sodanige vakleerling 'n bedrag van minstens een-seste van die weekloon moet betaal ten opsigte van elke voltooidde maand diens gedurende die jaar wat sodanige vakansie voorafgaan.

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

(3) In addition to other remuneration payable in terms of this Agreement an employer shall in respect of each and every hour worked by each of his employees and in the manner prescribed in this clause contribute to a holiday fund an amount as follows, which shall cover payment in respect of the holiday period mentioned in sub-clause (1) hereof, as well as the public holidays referred to in clause 4 (3) of this Agreement:—

- (a) In respect of employees for whom wages are prescribed in sub-paragraph (ii) of paragraph (a) of clause 4 (1), two cents per hour, to be paid to the employee in cash weekly, in lieu of holiday fund, at the same time as his ordinary remuneration;
- (b) in respect of employees for whom wages are prescribed in sub-paragraph (iii) and during their first year of experience in respect of employees for whom wages are prescribed in sub-paragraphs (vii), (ix) and (xi) of paragraph (a) of clause 4 (1): 2c per hour;
- (c) in respect of employees for whom wages are prescribed in sub-paragraphs (i), (iv) and (v) and during their second year of experience in respect of employees for whom wages are prescribed in sub-paragraphs (vii), (ix), (xi) and during their first and second year of experience in respect of employees for whom wages are prescribed in sub-paragraph (xii) of paragraph (a) of clause 4 (1): 2½c per hour;
- (d) in respect of employees for whom wages are prescribed in sub-paragraphs (vi), (viii), (x), (xiii), (xiv) and (xv) of paragraph (a) of clause 4 (1): 5c per hour;

provided that the said contributions to the holiday fund shall be payable on not more than 40 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates, except when the provisions of paragraphs (a) and (c) of sub-clause (3) of clause 9 apply.

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

R1 in respect of the amounts contributed in terms of paragraphs (b) and (c) of sub-clause (3).

R2 in respect of the amounts contributed in terms of paragraph (d) of sub-clause (3); provided that—

- (a) where an employee has worked more than eight hours, but less than 40 hours in any week for the same employer, such employer may deduct from the wages due to such employee an amount equal to the relative rate prescribed in the said sub-paragraph multiplied by the difference between 40 and the number of hours actually worked;
- (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 eight hours;
- (c) an employer shall deduct an additional amount of 20c per week in respect of employees for whom contributions are prescribed in paragraph (b) of sub-clause (3).

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

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

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

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

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

(b) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartdag en Gelofte-dag).*—Die loon wat 'n vakleerling of minderjarige sou verdien het as hy op genoemde openbare vakansiedae vir sy werkgever gewerk het, en sodanige bedrag moet betaal word op die betaaldag wat volg op die betrokke openbare vakansiedag.

(3) Benewens die ander besoldiging wat ingevolge die Ooreenkoms betaalbaar is, moet 'n werkgever ten opsigte van elke uur gewerk deur elkeen van sy werknemers en op die manier voorgeskryf in hierdie klousule, tot 'n vakansiefonds 'n bedrag bydra wat betaling ten opsigte van die vakansietydperk genoem in subklousule (1) hiervan en ook ten opsigte van die openbare vakansiedae genoem in klousule 4 (3) van hierdie Ooreenkoms, moet dek:—

- (a) Ten opsigte van werknemers vir wie lone voorgeskryf word in subparagraaf (ii) van paragraaf (a) van klousule 4 (1), 2 sent per uur, wat, in plaas van die vakansiefonds, weekliks en gelyktydig met sy gewone besoldiging, in kontant aan die werknemer betaal moet word;
- (b) ten opsigte van werknemers vir wie lone voorgeskryf word in subparagraaf (iii) en, gedurende hul eerste jaar ondervinding, ten opsigte van werknemers vir wie lone voorgeskryf word in subparagraaf (vii), (ix) en (xi) van paragraaf (a) van klousule 4 (1): 2c per uur;
- (c) ten opsigte van werknemers vir wie lone voorgeskryf word in subparagrafe (i), (iv) en (v) en, gedurende hul tweede jaar ondervinding, ten opsigte van werknemers vir wie lone voorgeskryf word in subparagrafe (vii), (ix), (xi) en, gedurende hul eerste en tweede jaar ondervinding, ten opsigte van werknemers vir wie lone voorgeskryf word in subparagraaf (xii) van paragraaf (a) van klousule 4 (1): 2½c per uur;
- (d) ten opsigte van werknemers vir wie lone voorgeskryf word in subparagrafe (vi), (viii), (x), (xiii), (xiv) en (xv) van paragraaf (a) van klousule 4 (1): 5c per uur;

met dien verstande dat genoemde bydraes tot die Vakansiefonds nie ten opsigte van meer as 40 uur in 'n week betaalbaar is nie, afgesien daarvan of sodanige tyd gewerk is teen gewone of oortydloone, uitgesonderd dié gevalle waar die bepalinge van paragrafe (a) en (c) van klousule (3) van klousule 9 van toepassing is.

(4) Die werkgever moet ten opsigte van die bedrae bygedra ooreenkomstig paragrafe (b), (c) en (d) van subklousule (3), op elke betaaldag aan elkeen van sy werknemers wat minstens agt uur in enige week vir hom gewerk het, een seël uitreik wat hy op 'n leesbare manier geroeër het met sy naam en die datum van uitreiking, en die waarde van sodanige seël moet soos volg wees:—

R1 ten opsigte van die bedrae bygedra ooreenkomstig die bepalinge van paragrafe (b) en (c) van subklousule (3).

R2 ten opsigte van die bedrae bygedra ooreenkomstig die bepalinge van paragraaf (d) van subklousule (3); met dien verstande dat—

- (a) waar 'n werknemer meer as agt uur maar minder as 40 uur in 'n bepaalde week vir dieselfde werkgever gewerk het, sodanige werkgever wat die loon wat aan sodanige werknemer verskuldig is, 'n bedrag mag aftrek wat gelyk is aan die betrokke skaal voorgeskryf in genoemde subparagraaf, vermenigvuldig met die verskil tussen 40 en die getal ure werklik gewerk;
- (b) waar 'n werknemer gedurende dieselfde week deur twee of meer werkgevers in diens geneem is, die werkgever by wie hy die eerste gedurende daardie week vir minstens agt uur gewerk het, die bedrag vir daardie week moet aftrek;
- (c) 'n werkgever 'n addisionele bedrag van 20c per week moet aftrek ten opsigte van werknemers vir wie bydraes voorgeskryf word in paragraaf (b) van subklousule (3).

(5) Die bepalinge van subklousule (3) en (4) van hierdie klousule is nie van toepassing nie tensy die werknemer vir minstens agt uur in 'n week vir dieselfde werkgever gewerk het. In gevalle waar sodanige werknemer vir minder as agt uur in 'n week vir dieselfde werkgever gewerk het, moet sodanige werkgever, in plaas van 'n bydrae tot sodanige Vakansiefonds sodanige werknemer in kontant betaal teen die betrokke skaal voorgeskryf in subklousule (3) van hierdie klousule.

(6) (a) Elke werknemer moet die seëls wat ooreenkomstig subklousule (4) van hierdie klousule aan hom uitgereik is, in 'n bydraeboek plak wat sonder versuim van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

(b) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werknemer moet dit invul deur sy volle naam en adres en beroep daarop in te skryf en dit met sy gewone handtekening te onderteken.

(c) Die Raad mag na goedvinde die seëls en bydraeboeke bedoel in hierdie klousule, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van 'n ander fonds waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

(7) Die seëls bedoel in subklousule (4), moet deur die werkgever van die Raad aangekoop word en hy moet te alle tye 'n toereikende reserwevoorraad daarvan in stand hou; met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van alle ongebruikte seëls van die Raad mag verkry. Aansoek om sodanige terugbetaling moet binne ses maande na verstrekking van die jaar waarin genoemde seëls uitgereik is, gedoen word.

(8) Immediately after the first pay day in November in each year, employees shall deposit their contribution books at the office of the Council and shall be issued with a receipt therefor and on production of such relative receipt respectively on or after the 15th December, 1961, the 14th December, 1962, the 13th December, 1963, the 11th December, 1964 or the 10th December, 1965, shall be paid the amount standing to their credit in such holiday fund.

(9) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (4) of this clause unless such stamps are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of six calendar months from the date of the commencement of the holiday period. Any moneys from the sale of stamps so issued and not claimed for at the expiration of the said period of six calendar months shall accrue to the general funds of the Council. The Council shall be obliged to consider on the merits all claims made after the said period of six calendar months and may (without legal liability) authorise at any time the payment of claims from moneys which have accrued to the Council in terms of this sub-clause.

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

In the event, however, of—

- (a) no beneficiary having been nominated by such deceased employee or
- (b) the beneficiary having pre-deceased the deceased employee or
- (c) the beneficiary failing to claim payment within six months from the date of the death of such deceased employee,

the amount due to the deceased employee by the holiday fund, shall be paid into the estate of such deceased employee.

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

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

(13) No stamps shall be issued to an employee otherwise than in accordance with this clause and no employee shall be entitled to payment from the holiday fund of any amount in excess of 49 weekly contributions in respect of any single year ending on the first pay day.

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

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

(16) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement remains binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a committee from employers and employees in the industry on the basis of equal representation on both sides and the holiday fund shall continue to be administered by such committee. Any vacancy occurring in 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

(8) Onmiddellik na die eerste betaaldag in November elke jaar moet werknemers hul bydraeboeke by die kantoor van die Raad inlewer en moet hulle 'n ontvangsbewys daarvoor kry, en by die oorhandiging van sodanige ontvangsbewyse onderskeidelik op of na 15 Desember 1961, 14 Desember 1962, 13 Desember 1963, 11 Desember 1964 of 10 Desember 1965 moet die bedrag wat in sodanige vakansiefonds in hul kredit staan, aan hulle betaal word.

(9) Die Raad is nie daarvoor aanspreeklik om ten opsigte van seëls wat ooreenkomstig subklousule (4) van hierdie klousule aan werknemers uitgereik is, enige bedrag uit te betaal nie tensy sodanige seëls in 'n bydraeboek geplak is wat van die Raad verkry is en tensy sodanige bydraeboek voor die verstryking van ses kalendermaande vanaf die begindatum van die vakansie-tydperk by die Raad ingedien word. Alle gelde verkry uit die verkoop van seëls wat aldus uitgereik is en nie by die verstryking van genoemde tydperk van ses kalendermaande opgeëis is nie, val die algemene fondse van die Raad toe. Die Raad is verplig om alle eise wat na genoemde tydperk van ses kalendermaande ingestel word, op eie meriete te oorweeg en mag (sonder wetlike aanspreeklikheid) te eniger tyd magtiging verleen dat eise betaal word uit gelde wat ooreenkomstig hierdie subklousule die Raad toegeval het.

(10) By die afsterwe van 'n werknemer en behoudens die ander bepalings van hierdie subklousule, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, aan sy behoorlik aangestelde benoemde (hieronder die „begunstigde” genoem) betaal word.

Ingeval—

- (a) geen begunstigde deur die afgestorwe werknemer benoem is nie, of
- (b) die begunstigde voor die afgestorwe werknemer te sterwe gekom het, of
- (c) die begunstigde versuim om binne ses maande vanaf die datum van oorlyde van sodanige werknemer betaling te eis,

moet die bedrag wat deur die Vakansiefonds aan die afgestorwe werknemer verskuldig is, in die boedel van sodanige afgestorwe werknemer gestort word.

(11) Alle bedrae wat by die Raad in die kredit van die Vakansiefonds staan mag van tyd tot tyd op vaste deposito of as onmiddellik opvraagbaar in 'n bank, bouvereniging, of geregistreerde deposito-ontvangsinrigting wat deur die Registrateur goedgekeur is, of in permanente aandele in 'n bouvereniging belê word. Geen werknemer het enige aanspraak ten opsigte van die rente wat die Vakansiefonds toeval nie en hy is ook nie vir enige bydrae tot die administrasiekoste van genoemde fonds aanspreeklik nie.

(12) Behoudens die bepalings van subklousule (10) van hierdie klousule, is die bedrag waarmee 'n werknemer in die Vakansiefonds gekrediteer is, nie oordraagbaar nie, en geen werknemer het die reg om sodanige bedrag of 'n gedeelte daarvan te sedgeer, oor te dra, oor te maak, af te staan of te verpand nie. Daar mag ook nie in opdrag van 'n skuldeiser beslag op sodanige bedrag of op 'n gedeelte daarvan gelê word nie.

(13) Geen seëls mag op 'n ander manier aan 'n werknemer uitgereik word nie as ooreenkomstig die bepalings van hierdie klousule, en geen werknemer is op betaling, uit die Vakansiefonds, van 'n bedrag wat groter is as 49 weeklikse bydraes ten opsigte van 'n enkele jaar wat eindig op die eerste betaaldag, geregtig nie.

(14) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die Vakansiefonds en moet 'n jaarrekening van al die uitgawes en inkomste van genoemde fonds vir die tydperk eindigende 30 Junie elke jaar en ook 'n staat wat die bates en laste van die fonds toon, laat opstel. Al sodanige rekenings en state moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester/rekenmeesters moet wees, en sodanige rekenings en state moet medeonderteken word deur die Voorzitter van die Raad en moet binne drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrator gestuur word saam met 'n verslag wat genoemde ouditeur/ouditeurs daaroor uitgebring het. 'n Kopic van die jaarrekening en balansstaat moet beskikbaar wees vir insae deur lede van genoemde fonds.

(15) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om enige ander rede gestaak word, moet die fonds nog deur die Raad geadministreer word totdat dit of gelikwider of deur die Raad oorgedra is aan 'n ander fonds wat in die lewe greep is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(16) Ingeval die Raad onthind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van artikel vier-en-dertig (2) van die Wet bindend is, mag die Registrateur 'n komitee uit die geledere van die werkgewers en die werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet voortgaan om die fonds te administreer. 'n Vakature wat in die komitee ontstaan, mag deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersvertegenwoordigers 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 dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die

the administration of the said fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement, the said fund shall be liquidated by the Committee functioning in terms of this sub-clause, or the trustee or trustees, as the case may be, in the manner set forth in sub-clause (17) 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.

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

22. PENSION OR LIKE FUND.

(1) (a) In addition to other remuneration payable to employees for whom wages are prescribed in sub-paragraphs (vi), (viii), (x), (xiii), (xiv) and (xv) of paragraph (a) of clause 4 (1), every employer shall contribute in respect of each such employee in his service in the manner hereinafter prescribed in this clause, an amount of 3c per hour worked to a pension or like fund; provided that the said contributions shall be payable on not more than 40 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the amount of the contribution shall be increased by ½c per hour in the event of the deduction in respect of the Western Province Building and Allied Trades Sick Fund being reduced to 47 cents per week in terms of paragraph (b) of clause 23 (1), such increase to become effective at the same time and to remain effective for the same period as the said reduction to 47 cents.

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

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

(2) The employer shall in respect of the amounts contributed in terms of sub-clause (1) issue on each pay day to each of such employees who has worked for him for at least eight hours in any week one stamp to the value of one rand 20 cents or one rand 40 cents, as the case may be, which stamp shall be legibly cancelled by him with his name and the date of issue; provided that where an employee has worked more than eight hours but less than 40 hours in any week for the same employer, such employer may deduct from the wages due to such employee an amount equal to 3c or 3½c, as the case may be, multiplied by the difference between 40 and the number of hours actually worked; and provided further that where an employee has been employed by two or more employers during the same week, this clause shall apply only in the case of the employer by whom he was first employed during that week for not less than eight hours, and any other employer or employers by whom he was subsequently employed for not less than eight hours during that week, shall in lieu of contributing to such fund, pay such employee at the rate of 3c or 3½c per hour, as the case may be.

(3) The provisions of sub-clauses (1) and (2) of this clause shall not apply unless the employee has worked for at least 8 hours in any week for the same employer. In the event of any such employee working less than 8 hours in any week with the same employer, such employer shall in lieu of contributing to such fund, pay such employee in cash at the rate of 3c or 3½c per hour as the case may be.

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

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

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

fonds ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees het al die bevoegdhede van die komitee vir sodanige doel. By die verstryking van hierdie Ooreenkoms, moet genoemde fonds deur die komitee wat ooreenkomstig die bepalings van hierdie subklousule funksioneer of deur die trustee of trustees, na gelag van die geval, gelikwedeer word op die manier uiteengesit in subklousule (17) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwedeer en sy bates verdeel is, moet die saldo van hierdie fonds ooreenkomstig die bepalings van artikel vier-entertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(17) By die likwidasië van die Vakansiefonds ooreenkomstig die bepalings van subklousule (15) van hierdie klousule, moet die geide waarmee genoemde fonds nog gekrediteer is na betaling van alle eise teen die fonds, met inbegrip van die administrasie- en likwidasië-koste, in die algemene fondse van die Raad gestort word.

22. PENSIOEN- OF SOORTGELYKE FONDS.

(1) (a) Benewens die ander besoldiging wat betaalbaar is aan werknemers vir wie lone voorgeskryf word in subparagraaf (vi), (viii), (x), (xiii), (xiv) en (xv) van paragraaf (a) van klousule 4 (1), moet elke werkgever ten opsigte van elke sodanige werknemer in sy diens en op die manier soos later in hierdie klousule voorgeskryf, 'n bedrag van 3c per uur gewerk, bydra tot 'n pensioen- of soortgelyke fonds; met dien verstande dat genoemde bydraes betaalbaar is ten opsigte van hoogstens 40 uur in 'n bepaalde week, afgesien daarvan of sodanige tyd teen gewone of oortydloë gewerk is.

(b) Ondanks die bepalings van paragraaf (a) van hierdie subklousule, moet die bedrag van die bydrae met ½c per uur verhoog word ingeval die aftrekking ten opsigte van die Western Province Building and Allied Trades Sick Fund ooreenkomstig die bepalings van paragraaf (b) van klousule 23 (1) tot 47 sent per week verlaag word, en sodanige verhoging word van krag gelyktydig met en bly van krag vir dieselfde tydperk as genoemde verlaging tot 47 sent.

(c) Ten einde die oogmerke van hierdie subklousule te verwesenlik, het die Raad 'n ooreenkoms aangegaan met die Federated Employer's Fire and General Insurance Company, Limited (hieronder die „versekeringsmaatskappy” genoem) vir die stigting van 'n bevredigende pensioen- of soortgelyke fonds. Kopieë van alle reëls of dokumente in verband met die pensioen-fonds is by die Sekretaris van Arbeid ingedien, en kopieë van alle byvoegings tot of veranderings of wysigings van sodanige reëls of dokumente moet ook van tyd tot tyd by hom ingedien word.

(d) Bydraes deur middel van seëls wat deur die versekeringsmaatskappy verskaf en aan werkgevers verkoop is vir uitreiking aan lede ooreenkomstig die bepalings van hierdie Ooreenkoms, moet maandeliks aan die versekeringsmaatskappy betaal word.

(2) Die werkgever moet ten opsigte van die bedrae wat ooreenkomstig die bepalings van subklousule (1) bygedra is, op elke betaaldag aan elkeen van sodanige werknemers wat minstens agt uur in 'n week vir hom gewerk het, een seël ter waarde van een rand twintig sent of een rand veertig sent, na gelang van die geval, uitreik, en hy moet sodanige seël op 'n leesbare manier roeier met sy naam en die datum van uitreiking; met dien verstande dat waar 'n werknemer vir meer as agt uur maar vir minder as 40 uur in 'n week vir dieselfde werkgever gewerk het, sodanige werkgever van die loon wat aan sodanige werknemer verskuldig is, 'n bedrag mag aftrek wat gelyk is aan 3c of 3½c, na gelang van die geval, vermenigvuldig met die verskil tussen 40 en die getal ure wat werklik gewerk is; en voorts met dien verstande dat waar 'n werknemer gedurende dieselfde week deur twee of meer werknemers in diens geneem is, hierdie klousule slegs in die geval van die werknemer by wie hy die eerste maal gedurende daardie week vir minstens agt uur in diens was, van toepassing is, en enige ander werkgever of werknemer deur wie hy later vir minstens agt uur gedurende daardie week in diens geneem is, moet in plaas van 'n bydrae tot sodanige fonds, aan sodanige werknemer 3c of 3½c per uur, na gelang van die geval, betaal.

(3) Die bepalings van subklousule (1) en (2) van hierdie klousule is nie van toepassing nie tensy die werknemer vir minstens agt uur in 'n week vir dieselfde werkgever gewerk het. Ingeval sodanige werknemer vir minder as agt uur in 'n week by dieselfde werkgever gewerk het, moet sodanige werkgever, in plaas daarvan om tot sodanige fonds by te dra, aan sodanige werknemer 'n kontantbedrag betaal wat bereken is teen 3c of 3½c per uur, na gelang van die geval.

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

(b) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werknemer moet dit invul deur sy volle naam en adres, beroep en die naam van die vakvereniging waarvan hy lid is, in te skryf en dit met sy gewone handtekening te onderteken.

(c) Die Raad mag na goedvinde die seëls en bydraeboeke bedoel in hierdie klousule, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van 'n ander fonds waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

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

(6) The provisions of sub-clause (1), the provisos to sub-clause (2) and the whole of sub-clause (3) of this clause shall not apply to foremen who are excluded from the provisions of clauses 4, 8, 9 and sub-clauses (2) to (12) inclusive of clause 21 in terms of the scope of application under clause 1 of this Agreement. An employer shall issue to any such foreman the stamp referred to in sub-clause (2) of this clause and shall recover the value of the said stamp by means of a deduction from wages, provided that where any such foreman 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 eight hours.

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

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

(9) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the pension or like fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(10) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement remains binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the pension or like fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the said fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the said fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (11) 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.

(11) Upon liquidation of the Pension or like fund in terms of sub-clause (9) of this clause the moneys remaining to the credit of the said fund after the payment of all claims against the said fund including administration and liquidation expenses shall be paid into the general funds of the Council.

23. SICK BENEFIT DEDUCTION.

1. (a) Every employer shall deduct an amount of sixty-seven cents from the remuneration due every week to each of his employees who is a member of any of the trade unions who are parties to this Agreement and for whom wages are prescribed in sub-paragraphs (vi), (viii), (x), (xiii), (xiv) and (xv) of paragraph (a) of clause 4 (1) for the purpose of a sick benefit fund; provided that the provisions of this sub-clause shall not apply in respect of any such employee who has worked for the same employer for less than 8 hours in any one week; and provided further 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 that week for not less than eight hours.

(5) Die werkgewer moet die seëls wat in subklousule (2) genoem word, van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan in stand hou; met dien verstande dat 'n werknemer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad mag verkry. Daar moet binne ses kalendermaande na verstryking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(6) Die bepalings van subklousule (1), die voorbehoudsbepalings van subklousule (2) en die hele subklousule (3) van hierdie klousule is nie van toepassing nie op voormanne wat ooreenkomstig die toepassingsbestek van hierdie Ooreenkoms (klousule 1) uitgesluit is van die bepalings van klousule 4, 8, 9 en subklousule (2) tot en met (12) van klousule 21. 'n Werkgewer moet aan sodanige voorman die seël uitreik wat in subklousule (2) van hierdie klousule genoem word en moet die waarde van genoemde seël verhaal deur middel van 'n aftrekking van sy loon; met dien verstande dat waar sodanige voorman deur twee of meer werkgewers gedurende dieselfde week in diens geneem is, die werkgewer by wie hy vir die eerste maal gedurende daardie week vir minstens agt uur in diens was, die bedrag moet aftrek.

(7) Die voordele uit die pensioen- of soortgelyke fonds wat in hierdie klousule genoem word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie; met dien verstande dat 'n werknemer nogtans 'n begunstigde kan benoem om die opbrengs van sy polis te ontvang ingeval hy voor sy uitdiens-treding te sterwe kom.

(8) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die pensioen- of soortgelyke fonds en moet 'n jaarrekening van alle inkomste en uitgawes van genoemde fonds vir die tydperk eindigende 30 Junie elke jaar en ook 'n staat wat die bates en laste van die fonds toon, laat opstel. Al sodanige rekenings en state moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester/rekenmeesters moet wees, en moet deur die Voorsitter van die Raad medeonderteken word, en sodanige rekenings en state moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrateur deurgestuur word tesame met 'n verslag wat genoemde ouditeur/ouditeurs daaroor uitgebring het. 'n Kopie van die jaarrekenings en balansstaat moet beskikbaar wees vir insae deur lede van genoemde fonds.

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

(10) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van artikel vier-en-dertig (2) van die Wet bindend is, mag die Registrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet voortgaan om die pensioen- of soortgelyke fonds te administreer. 'n Vakature wat in die komitee ontstaan, mag deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemer, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersvertenwoordigers 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 dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van genoemde fonds ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees het al die bevoegdhede van die komitee vir sodanige doel. By die verstryking van hierdie Ooreenkoms moet genoemde fonds deur die komitee wat ooreenkomstig die bepalings van hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier uiteengesit in subklousule (11) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie fonds ooreenkomstig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(11) By die likwidasie van die pensioen- of soortgelyke fonds ooreenkomstig die bepalings van subklousule (9) van hierdie klousule, moet die gelde waarmee die fonds nog gekrediteer is na betaling van alle eise teen genoemde fonds, met inbegrip van die administrasie- en likwidasiekoste, in die algemene fondse van die Raad gestort word.

23. SIEKTEBYSTANDSFONDS.

1. (a) Elke werkgewer moet 'n bedrag van 67 sent vir die doel van 'n siektebystandsfonds aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van eenige van die vakverenigings wat partye by hierdie Ooreenkoms is en vir wie lone voorgeskryf word in subparagraaf (vi), (viii), (x), (xiii), (xiv) en (xv) van paragraaf (a) van klousule 4 (1); met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie ten opsigte van 'n werknemer wat vir minder as agt uur in 'n bepaalde week vir dieselfde werkgewer gewerk het; en voorts met dien verstande dat waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem is, die bedrag vir daardie week afgetrek moet word deur die werkgewer by wie hy vir die eerste maal gedurende daardie week vir minstens agt uur in diens was.

(b) The Trade Unions who are parties to this Agreement and who administer the "Western Province Building and Allied Trades Sick Fund", shall submit to the Council not later than the 31st March, 1963, and not later than the 31st March each year thereafter, the duly audited Balance Sheet and Income and Expenditure Account of the said Fund in respect of each immediately preceding calendar year. In the event of the relative Balance Sheet and Account showing that the accumulated funds have increased by 5 per cent or more over the amount shown in respect of the immediately preceding calendar year, the deduction prescribed in paragraph (a) of this sub-clause shall be reduced to forty-seven cents as from the commencement of the first pay week in July, 1963, or any subsequent July following the said increase. In the event of the said reduction taking place and the next Balance Sheet and Income and Expenditure Account showing that the accumulated funds have decreased by 5 per cent or more compared with the amount shown in respect of the immediately preceding calendar year, the deduction shall revert to sixty-seven cents for a period of twelve months as from the commencement of the first pay week of any subsequent July following the said decrease.

(2) The employer shall in respect of the amounts deducted by him in terms of sub-clause (1) of this clause issue on each pay day to each of the employees concerned one stamp to the value of 67 cents or 47 cents as the case may be, which stamp shall be legibly cancelled by him with his name and the date of issue. Stamp books for Sick Fund stamps can be obtained from the Secretary of any of the Trade Unions who are parties to this Agreement or from the office of the Western Province Building and Allied Trades' Sick Fund.

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

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

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

24. ORGANISERS AND SHOP AND JOB STEWARDS.

Members of the trade unions on each job where 20 or more employees for whom wages are prescribed in sub-paragraphs (vi), (viii), (x), (xiii), (xiv) and (xv) of paragraph (a) of clause 4 (1) are employed, shall be permitted to appoint shop or job stewards for such job, and facilities shall be given to organisers of the trade unions to have access to such shop and job stewards, subjects to the consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

25. REGISTRATION OF EMPLOYERS.

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

- (i) Full name.
- (ii) Business address.
- (iii) The trade or trades which he is carrying on in the Industry;

provided that this paragraph shall not apply in respect of any employer who has already furnished the said particulars in terms of the provisions of Government Notice No. 2697, dated the 15th December, 1949, or Government Notice No. 503, dated 14th March, 1952, or Government Notice No. 1176, dated the 10th June, 1955.

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

(ii) Every individual employer, partnership or company shall—
(aa) furnish to the Council the full title or style under which such business is to be conducted;

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

(b) Die vakverenigings wat partye is by hierdie Ooreenkoms en wat die Western Province Building and Allied Trades Sick Fund administreer, moet voor of op 31 Maart 1963 en daarna voor of op 31 Maart elke jaar aan die Raad die behoorlik geouditeerde balansstaat en inkomste- en uitgawerekening van genoemde fonds ten opsigte van elke onmiddellik voorafgaande kalenderjaar voorlê. Ingeval die betrokke balansstaat en rekening toon dat die opgehoopde fondse, vergeleke met die bedrag ten opsigte van die onmiddellik voorafgaande kalenderjaar, met vyf persent of meer vermeerder het, moet die aftrekking wat in paragraaf (a) van hierdie subklousule voorgeskryf word, tot 47 sent verminder word vanaf die begin van die eerste betaalweek in Julie 1963 of enige Juliemaand wat op genoemde vermeerdering volg. Ingeval genoemde vermindering plaasgevind het en die daaropvolgende balansstaat en inkomste- en uitgawerekening toon dat die opgehoopde fondse, vergeleke met die bedrag ten opsigte van die onmiddellik voorafgaande kalenderjaar met vyf persent of meer gedaal het, moet daar weer 67 sent afgetrek word vir die tydperk van 12 maande vanaf die begin van die eerste betaalweek in enige Juliemaand wat op sodanige vermindering volg.

(2) Die werkgever moet ten opsigte van die bedrae wat hy ooreenkomstig die bepalings van subklousule (1) van hierdie klousule afgetrek het, op elke betaaldag aan elkeen van die betrokke werknemers een seël ter waarde van 67 sent of 47 sent, na gelang van die geval, uitreik en hy moet sodanige seël op 'n leesbare wyse roeier met sy naam en die datum van uitreiking. Seëlboeke vir siekefondsseëls kan verkry word van die Sekretaris van enige van die vakverenigings wat partye is by hierdie Ooreenkoms of van die kantoor van die Western Province Building and Allied Trades Sick Fund.

(3) Die werkgever moet die seëls genoem in subklousule (2) in hierdie klousule, van die Raad aankoop en moet te alle tye 'n toereikende reserwevoorraad daarvan in stand hou; met dien verstande dat 'n werknemer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad mag verkry.

(4) Die Raad moet alle gelde ten opsigte van seëls wat ooreenkomstig die bepalings van subklousule (3) van hierdie klousule deur werkgevers aangekoop is, aan die Western Province Building and Allied Trades Sick Fund betaal; met dien verstande dat alle terugbetalings aan werkgevers ten opsigte van die waarde van ongebruikte seëls van sodanige betalings afgetrek moet word.

(5) Ingeval die Raad ophou om te funksioneer of van die register geskrap word terwyl die Ooreenkoms ingevolge die bepalings van artikel vier-en-dertig (2) van die Wet nog bindend is, mag die Registrateur 'n komitee uit die geledere van die werkgevers en die werknemers aanstel op grondslag van gelyke werkgevers- en werknemersvertegenwoordigers en -plaasvervangers in die komitee; so nie, mag die Registrateur 'n trustee of trustees aanstel om die pligte van die Raad soos voorgeskryf in subklousule (3) en (4) van hierdie klousule, uit te voer. Sodanige komitee of trustees het al die bevoegdhede van die Raad vir sodanige doel.

24. ORGANISEERders EN VAKVERENIGINGSOPSNIERS IN WERKWINKELS EN OP WERKPLEKKE.

Lede van die vakverenigings op elke werkplek waar daar 20 of meer werknemers is vir wie lone voorgeskryf word in subparagraaf (vi), (viii), (x), (xiii), (xiv) en (xv) van paragraaf (a) van klousule 4 (1), moet toegelaat word om vir sodanige werkplek vakverenigingopsniers aan te stel, en daar moet aan die organiseerders van vakverenigings fasiliteite verleen word om toegang te hê tot sodanige vakverenigingopsniers mits die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger verkry word, en sodanige toestemming mag nie onredelikerwys geweier word nie.

25. REGISTRASIE VAN WERKGEWERS.

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

- (i) Volle naam.
- (ii) Besigheidsadres.
- (iii) Die ambag of ambagte wat hy in die Nywerheid beoefen;

met dien verstande dat hierdie paragraaf nie van toepassing is nie ten opsigte van 'n werkgever wat alreeds genoemde besonderhede ooreenkomstig die bepalings van Goewermenskennisgewing No. 2697 van 15 Desember 1949 of Goewermenskennisgewing No. 503 van 14 Maart 1952 of Goewermenskennisgewing No. 1176 van 10 Junie 1955 verstrek het.

(b) (i) Waar die werkgever 'n vennootskap of maatskappy is, moet die inligting wat by subklousule (1) (a) van hierdie klousule vereis word, aan die Raad verstrek word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris.

(ii) Elke individuele werkgever, vennootskap of maatskappy moet—

(aa) die volle naam waaronder sodanige besigheid gedryf sal word, aan die Raad verstrek;

(bb) die Raad binne 14 dae in kennis stel van enige verandering in die benaming, bestuur, vennote of adres van sodanige besigheid;

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

26. LEARNERS.

(1) No employer shall employ any person as a learner unless the written consent of the Council has first been obtained, provided that such consent shall not be given in the case of a minor.

(2) Application for permission to employ a learner shall be made to the Council by the employer who shall furnish *inter alia*—

- The full name and age of the person concerned;
- the nature of the work he is required to learn;
- the number of learners in his employ who are already learning such work;
- the number of employees, other than learners in his employ who are engaged on such work; and
- the average number of employees, other than learners over the previous 12 months.

(3) The Council shall have the power to fix the conditions of employment and period of learnership in each case and shall require the employer and the learner concerned to enter into a written agreement in respect of such period and conditions, which period and/or conditions shall not be varied without the prior consent of the Council.

(4) Notwithstanding any written agreement which may have been entered into in terms of sub-clause (3) of this clause, the Council may at any time by notice in writing withdraw its consent to the employment of any learner if it considers there is good reason to do so.

27. UNAUTHORISED EMPLOYMENT OF PERSONS.

(1) No employer shall employ any person other than an artisan, apprentice or trainee under the Training of Artisans Act, 1951, on artisans work.

(2) No employee shall instruct or permit any other employee (whether working under his supervision or not) other than an artisan, apprentice or trainee under the Training of Artisans Act, 1951, to do artisans work.

(3) For the purpose of this clause—

- “artisan” means any person engaged in the industry and/or in any one or more of the trades or sub-divisions thereof enumerated under the definition of “Building Industry”, who is not a trainee under the Training of Artisans Act, 1951, an apprentice, a minor, an operator of a hoist or power driven crane, an operator of a floor sandpapering machine, an employee engaged in the polishing of stone and terazzo, a driver of a mechanical vehicle, an unskilled worker, a watchman;
- “Artisans Work” means employment in any one or more of the trades or sub-divisions thereof enumerated under the definition of “Building Industry”.

28. PROHIBITED EMPLOYMENT.

Subject to the provisions of section eighty-three of the Act, as amended, and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration 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.

29. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY.

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

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

(3) No payment shall be made by an employer in respect of an employee who works less than 8 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 8 hours.

(cc) binne 14 dae aan die Raad kennis gee van enige permanente verandering in die aard van die besigheid se werksaamhede of alie addisionele werksaamhede wat onder die bestaande geregistreerde naam verrig word; en

(dd) binne 14 dae nadat werksaamhede in die Bounywerheid gestaak is, skriftelik kennis daarvan aan die Raad gee.

26. LEERLINGE.

(1) Geen werkgewer mag enigeen as 'n leerling in diens neem nie tensy die skriftelike toestemming van die Raad vooraf verkry is; met dien verstande dat sodanige toestemming nie in die geval van 'n minderjarige verleen mag word nie.

(2) Die werkgewer moet by die Raad aansoek doen om 'n leerling in diens te neem en moet onder andere die volgende verstreke:—

- Die volle naam en ouderdom van die betrokke persoon;
- die aard van die werk wat hy moet leer;
- die getal leerlinge in sy diens wat alreeds sodanige werk leer;
- die getal werknemers, uitgesonderd leerlinge, in sy diens wat sodanige werk verrig; en
- die gemiddelde getal werknemers, uitgesonderd leerlinge, oor die vorige 12 maande.

(3) Die Raad besit die bevoegdheid om die diensvoorwaardes en die leertyd in elke geval te bepaal en moet van die betrokke werkgewer en leerling vereis om 'n skriftelike ooreenkoms aan te gaan ten opsigte van sodanige tydperk en voorwaardes, en sodanige tydperk en/of voorwaardes mag nie verander word nie tensy die toestemming van die Raad vooraf verkry is.

(4) Ondanks 'n skriftelike ooreenkoms wat ooreenkomstig sub-klausule (3) van hierdie klousule aangegaan mag gewees het, mag die Raad te eniger tyd by wyse van 'n skriftelike kennisgewing sy toestemming tot die indiensneming van 'n leerling intrek indien hy van mening is dat daar grondige redes vir so 'n stap bestaan.

27. ONGEMAGTIGDE INDIENSNEMING VAN PERSONE.

(1) Geen werknemer mag 'n ander persoon as 'n ambagsman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vir ambagswerk in diens neem nie.

(2) Geen werknemer mag 'n ander werknemer (hetsy so 'n werknemer onder sy toesig werk of nie) as 'n ambagsman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, opdrag gee of toelaat om ambagswerk te verrig nie.

(3) Vir die toepassing van hierdie klousule beteken—

- „ambagsman” 'n persoon wat in diens is in die Nywerheid en/of in een of meer van die ambagte of onderverdelings daarvan wat in die omskrywing van „Bounywerheid” genoem word, wat nie 'n kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, 'n vakleerling, 'n minderjarige, 'n operateur van 'n hystoestel of kragaaangedrewe hyskraan, 'n operateur van 'n vloerskuurmasjien, 'n werknemer wat klip en terrasse poleer, 'n bestuurder van 'n meganiese aangedrewe voertuig, 'n ongeskoolde werker of 'n wag is nie;

- „ambagswerk” werk in een of meer van die ambagte of onderafdelings daarvan wat in die omskrywing van „Bounywerheid” genoem word.

28. VERBOD OP INDIENSNEMING.

Behoudens die bepalings van artikel drie-en-tig van die Wet, soos gewysig, en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling waarby die indiensneming of die aanwerving van 'n werknemer vir enige klas werk of op enige voorwaarde verbied word, geag die werkgewer vry te stel van die betaling van die besoldiging wat hy moes betaal het en die nakoming van die voorwaardes wat hy moes nagekom het as sodanige werwing of indiensneming nie verbied was nie; en die werkgewer moet aanhou om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanwerving of indiensneming nie verbied was nie.

29. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID.

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

(2) Elke werkgewer moet, behoudens die bepalings van sub-klausule (3) en (4) van hierdie klousule, 'n bedrag van agt sent per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werknemers vir wie lone voorgeskryf word in subparagraaf (vi), (viii), (x), (xiii), (xiv) en (xv) van paragraaf (a) van klousule 4 (1) van hierdie Ooreenkoms.

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

(4) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem is, moet die werkgewer by wie hy die eerste gedurende daardie week vir minstens agt uur in diens was, die bedrag vir daardie week betaal.

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

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

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

30. ADMINISTRATION OF AGREEMENT.

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

31. EXHIBITION OF AGREEMENT.

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

32. EMPLOYMENT OF MINORS.

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

Signed on behalf of the Council.

T. PATTULLO,
Chairman of the Council.

J. M. HARPER,
Vice-Chairman of the Council.

G. WEBSTER,
Secretary of the Council.

Date: 2nd October, 1961.

No. 1147.] [1 December 1961.
**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.**

BUILDING INDUSTRY, WESTERN PROVINCE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice No. 1146, 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.

M. VILJOEN,
Deputy-Minister of Labour.

No. 1148.] [1 December 1961.
WAR MEASURE ACT, 1940.

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

BUILDING INDUSTRY, WESTERN PROVINCE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees who are entitled to a cost of living allowance in terms of clause 4 (1) (c) of the Agreement for the Building Industry, published under Government Notice No. 1146 of the 1st December, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

(5) Die prosedure voorgeskryf in klousule 19 van hierdie Ooreenkoms in verband met die manier waarop gelde aan die Raad betaal moet word, is *mutatis mutandis* van toepassing op die betaling van bydraes ooreenkomstig hierdie klousule.

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

(7) Kopieë van die konstitusie en van die geouditeerde jaar-rekenings en balansstate van die Nasionale Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule beteken die uitdrukking „konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

30. ADMINISTRASIE VAN OOREENKOMS.

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

31. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms in beide amptelike tale in 'n opvallende plek wat vir alle werknemers toeganklik is, in elke werkwinkel of werf vertoon.

32. INDIENSNEMING VAN MINDERJARIGES.

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

Namens die Raad onderteken.

T. PATTULLO,
Voorsitter van die Raad.

J. M. HARPER,
Ondervoorsitter van die Raad.

G. WEBSTER,
Sekretaris van die Raad.

Datum: 2 Oktober 1961.

No. 1147.] [1 Desember 1961.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.**

BOUNYWERHEID, WESTELIKE PROVINSIE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens sub-artikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskennisgewing No. 1146 van 1 Desember 1961, oor die algemeen vir persone wie se werkeure en besoldigings ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-Minister van Arbeid.

No. 1148.] [1 Desember 1961.
WET OP OORLOGSMAATREËLS, 1940.

**OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.**

BOUNYWERHEID, WESTELIKE PROVINSIE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmatreël No. 43 van 1942, soos gewysig, hierby die bepalings van genoemde regulasies op ten opsigte van alle werknemers wat ingevolge klousule 4 (1) (c) van die Ooreenkoms vir die Bounywerheid, gepubliseer by Goewermentskennisgewing No. 1146 van 1 Desember 1961, op 'n lewenskostetoelae geregig is.

M. VILJOEN,
Adjunk-Minister van Arbeid.

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INVOERDERS UITVOERDERS NYWERAARS

teken in op



„HANDEL EN NYWERHEID"

***Die maandblad
van die Departement van Handel en Nywerheid***

INTEKENGELD: In die Republiek van S.A., Suidwes-Afrika, Betsjoeanaland-Protektoraat, Swasieland, Basoetoland, die Federasie van Rhodesië en Njassaland, Mosambiek, Angola, die Republieke Kongo, Tanganjika, Kenja en Uganda teen R0.05 per eksemplaar, of teen R0.50 per jaar (R0.75 elders) vooruitbetaalbaar aan die Staatsdrukker, Pretoria

VERSKYN IN ALBEI AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in Suid-Afrika, die jongste departementele inligting oor afsetmoontlikhede vir Suid-Afrikaanse produkte in lande waar Suid-Afrika oorsese handelsverteenwoordigers het, lyste van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in Suid-Afrika, die jongste aspekte van prys- en voorradebeheer, en artikels van 'n algemene aard oor die handel en nywerheid

Rates of Postage from South Africa to other Countries by—

Surface Mail.

	Commonwealth Countries and British Possessions.	Other Countries.
Letters.....	3½c for first oz.; 1½c for each additional oz.	5c for first oz.; 3½c for each additional oz.
Postcards.....	2½c each.....	3½c each.
Newspapers.....	1½c per 2 oz.....	1½c per 2 oz.
Printed Papers...	1½c per 2 oz.....	1½c per 2 oz.
Commercial Papers	1½c per 2 oz.; (minimum 5c)....	1½c per 2 oz.; (minimum 5c).
Samples.....	1½c per 2 oz.; (minimum 2½c)....	1½c per 2 oz.; (minimum 2½c).
Reply Coupons..	10c each.....	10c each

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Country of Destination.	Letters per ½ ounce.	Post-cards each.	Aerogrammes each.	Second-class mail, per ½ oz.
AFRICA.—(Excluding countries of the African Postal Union)	10c	5c	5c	4c
EUROPE.—				
(a) United Kingdom, Northern Ireland, Republic of Ireland, Cyprus and Malta	12½c	7c	5c	5c
(b) All other countries, including the Union of Soviet Socialist Republics and islands in the Mediterranean Sea except Cyprus and Malta	15c	7½c	5c	6c
(c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira	15c	7½c	5c	6c
NEAR EAST.—				
Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharja, Syria, Turkey	12½c	7c	5c	5c
AMERICA.—				
Canada, United States of America, Central and South America	22½c	12c	10c	10c
AUSTRALASIA.—				
Australia, New Zealand.....	25c	12½c	10c	10c
PACIFIC.—				
Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere	25c	12½c	10c	10c
EASTERN COUNTRIES.—				
(a) Afghanistan, Burma, Ceylon, India, Pakistan, Portuguese India, Thailand, Tibet	17½c	9c	5c	7½c
(b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaya (Federation of), Manchuria, North Borneo, Philippines, Sarawak, Timor	22½c	12c	10c	10c
(c) Japan.....	25c	12½c	10c	10c

(A detailed list, pamphlet PB7, is obtainable free of charge from all post offices.)

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Poskaarte.....	2½c elk.....	3½c elk.
Nuusblaaie.....	1½c per 2 onse.....	1½c per 2 onse.
Drukwerk.....	1½c per 2 onse.....	1½c per 2 onse.
Handelstukke....	1½c per 2 onse (minimum 5c)....	1½c per 2 onse (minimum 5c).
Monsters.....	1½c per 2 onse (minimum 2½c)....	1½c per 2 onse (minimum 2½c).
Antwoordkoepons	10c elk.....	10c elk.

Lugpos.

Land van Bestemming.	Briewe per ½ ons.	Poskaarte elk.	Lugbriewe elk.	Tweede-klasposstukke per ½ ons.
AFRIKA.—(Behalwe lande van die Posunie van Afrika)	10c	5c	5c	4c
EUROPA.—				
(a) Verenigde Koninkryk, Noord-Ierland, Republiek Ierland, Ciprus en Malta	12½c	7c	5c	5c
(b) Alle ander lande, met inbegrip van die Unie van die Sosialistiese Sowjetrepublieke en eilande in die Middellandse See, behalwe Ciprus en Malta	15c	7½c	5c	6c
(c) Asore, Kanariese Eilande, Kaap-Verdiëse Eilande, Ysland, Madeira	15c	7½c	5c	6c
NABYE OOSTE.—				
Bahreineilande, Debai, Iran, Irak, Israel, Jordanië (Hasjimitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½c	7c	5c	5c
AMERIKA.—				
Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika	22½c	12c	10c	10c
AUSTRALASIE.—				
Australië, Nieu-Seeland.....	25c	12½c	10c	10c
STILLE OSEAN.—				
Eilande in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie	25c	12½c	10c	10c
OOSTERSE LANDE.—				
(a) Afganistan, Birma, Ceylon, Indië, Pakistan, Portugees-Indië, Thailand, Tibet	17½c	9c	5c	7½c
(b) Brunei, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleise Federasie, Mantsjoerye, Noord-Borneo, Filippyne, Serawak, Timor	22½c	12c	10c	10c
(c) Japan.....	25c	12½c	10c	10c

(Nadere besonderhede word vervat in die pamflet PB7 wat by alle poskantore verkrygbaar is.)

Gewone pakkette na Suidwes-Afrika, Basoetoland, Swaziland en Mosambiek.

Tot 8 onse.....	5c.
Bo 8 onse tot 1 lb.....	7c.
Vir elke bykomende lb. of gedeelte daarvan....	7c.

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