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25 OKTOBER

[No. 638.]

GOVERNMENT NOTICES.

No. 1667.] [25 October 1963.
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, PORT ELIZABETH.

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

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding from the 30th October, 1963, and for the period ending the 29th October, 1968, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 25 and 27 of Part I and in clause 2 (1) of Part II, shall be binding from the 30th October, 1963, and for the period ending the 29th October, 1968, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Port Elizabeth; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial District of Port Elizabeth and from the 30th October, 1963 and for the period ending the 29th October, 1968, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 18, 22, 23, 25 and 27 of Part I and in clause 2 (1) of Part II, 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.

GOEWERMENTSKENNISGEWINGS.

No. 1667.] [25 Oktober 1963.
WET OP NYWERHEIDSVERSOENING, 1956.

BOUNYWERHEID, PORT ELIZABETH.

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 al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf 30 Oktober 1963 en vir die tydperk wat op 29 Oktober 1968 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 25 en 27 van Deel I en in klousule 2 (1) van Deel II, vanaf 30 Oktober 1963 en vir die tydperk wat op 29 Oktober 1968 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrik Port Elizabeth; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 18, 22, 23, 25 en 27 van Deel I en in klousule 2 (1) van Deel II, vanaf 30 Oktober 1963 en vir die tydperk wat op 29 Oktober 1968 eindig, in die landdrostdistrik Port Elizabeth *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.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
PORT ELIZABETH.

AGREEMENT

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

Port Elizabeth Master Builders' and Allied Trades Association
and

The Electrical Contractors' Association (South Africa)
(hereinafter referred to as "employers" or "the employers' organisations"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa,
Operative Plumbers' Association of Port Elizabeth,
and the

South African Electrical Workers' Association
(hereinafter referred to as "employees" or "the trade unions"),
of the other part,

being the parties to the Industrial Council for the Building Industry, Port Elizabeth.

PART I.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth by all employers and employees in the Building Industry who are members of the employers' organisations and the trade unions, respectively.

(2) Notwithstanding the provisions of sub-clause (1)—

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

(b) clauses 12, 13 and 27 of Part I and clause 8 of Part II shall not apply to employees for whom wages are specified in paragraphs (a) (i), (ii), (v) and (x) of clause 4 (1) of Part I, and in paragraphs (iii) to (ix) inclusive of clause 4 of Part II;

(c) the terms of this Agreement shall not apply to employers and employees engaged or employed in the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R4,000;

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes;

(d) the terms of this Agreement shall not apply to administrative or clerical employees;

(e) the terms of this Agreement shall apply to trainees under the Training of Artisans Act, 1951 (Act No. 38 of 1951), only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

(3) The terms of this Agreement shall, in the Magisterial District of Port Elizabeth, also apply to employers and employees who are members of the employers' organisations and the trade unions respectively, who are engaged or employed in the timber trade as defined in Part II of this Agreement, provided that where the provisions of Part I of this Agreement are in conflict with the provisions of Part II, the latter provisions shall obtain and have preference.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into force on such date as may be determined by the Minister of Labour and shall remain in force for five years from that date or for such period as may be fixed by the Minister in terms of sub-section (1) of section forty-eight of the Act.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, or deemed to have been registered under the said Act or a minor serving a probationary period in terms of section twenty of the said Act;

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
PORT ELIZABETH.

OOREENKOMS

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

Port Elizabeth Master Builders' and Allied Trades Association
en

The Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa,

Amalgamated Union of Building Trade Workers of South Africa,
Operative Plumbers' Association of Port Elizabeth,
en die

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Port Elizabeth.

DEEL I.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrostrik Port Elizabeth deur alle werkgewers en werknemers in die Bounywerheid wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

(2) Ondanks die bepalings van subklousule (1)—

(a) is die bepalings van hierdie Ooreenkoms op vakleerlinge van toepassing slegs vir sover hulle nie met die bepalings van die Wet op Vakleerlinge, 1944, of enige kontrak wat daarkragtens aangegaan is of enige voorwaardes wat daarvolgens vasgestel is, onbestaanbaar is nie;

(b) klousules 12, 13 en 27 van Deel I en klousule 8 van Deel II is nie van toepassing nie op werknemers vir wie lone in paragrawe (a) (i), (ii), (v) en (x) van klousule 4 (1) van Deel I, en in paragrawe (iii) tot en met (ix) van klousule 4 van Deel II, gespesifiseer word;

(c) is die bepalings van hierdie Ooreenkoms nie van toepassing nie op werkgewers en werknemers wat—

(i) woonhuise teen 'n koste van minder as R4,000;

(ii) alle ander geboue, afgesien van koste, wat uitsluitlik vir boerdryfdoeleindes gebruik word of gebruik gaan word; op plase oprig, instandhou, herstel of verander;

(d) is die bepalings van hierdie Ooreenkoms nie op administratiewe of klerklike werknemers van toepassing nie;

(e) is die bepalings van hierdie Ooreenkoms op kwekelinge in-
volge die Wet op Opleiding van Vakleerlinge, 1951 (Wet No. 38 van 1951), van toepassing slegs vir sover hulle nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens vasgestel is, onbestaanbaar is nie.

(3) Die bepalings van hierdie Ooreenkoms is in die landdrostrik Port Elizabeth ook van toepassing op werkgewers en werknemers wat onderskeidelik lede is van die werkgewersorganisasies en die vakverenigings wat in die Houthandel, soos omskryf in Deel II van hierdie Ooreenkoms, werksaam of in diens is, met dien verstande dat wanneer die bepalings van Deel I van hierdie Ooreenkoms met die bepalings van Deel II strydig is, laasgenoemde bepalings moet geld en voorkeur geniet.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid mag vasstel en bly van krag vir 'n tydperk van vyf jaar vanaf daardie datum of vir dié tydperk wat die Minister ingevolge subartikel (1) van artikel agt-en-veertig van die Wet mag bepaal.

3. WOORDOMSKRYWINGS.

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is, of geag word ooreenkomstig gemelde Wet geregistreer te wees, of 'n minderjarige wat ooreenkomstig artikel twintig van gemelde Wet op proef diens doen;

"Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewer en werknemer met mekaar geassosieer is met die doel om geboue 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 bouwerk, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat uitgevoer of verrig

shall include all work executed or carried out by persons therein who are engaged in the following trades, activities or subdivisions thereof and all work incidental to the activities of an employer in connection with the erection of a building, including the demolition of buildings—

asphalting, which includes the fixing of asphalting roofing and flooring materials, sheeting of bitumastic or similar materials and the water-proofing of roof areas, basements or foundations, using asphaltic sheeting, mastic or asphalt, whether the process used is hot or cold;

bricklaying, which includes concreting and the fixing of concrete blocks, excluding fixing of interlocking concrete blocks without mortar, under supervision, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling;

electrical installation, which includes electrical fitting and wiring operations incidental thereto;

flooring, which includes laying of floors of wood, composition, rubber or any other material, and sandpapering of same, and the laying of all types of floor covering including linoleum, inlaid lino, malthoid, asphalt tiles or asphalt based floor coverings, cork, rubber and plastic compositions; provided, however, that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

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

glazing, which includes cutting, bedding and facing of glass; excluding making of lead lights and stained glass windows;

joinery, which includes machining and fixing of wooden doors and windows, skylights, cupboards or any other wooden fixtures which form a permanent part of a building, and the manufacture of all articles of joinery, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

lift installation, which includes the manufacture of lift cars or cages, and the erection and/or maintenance of lifts;

light making, which includes the manufacture and/or fixing of lights, display signs, and glazing relating thereto;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and the mixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of stone working machinery and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

painting, which includes decorating, paper-hanging, distemper, staining, varnishing, graining, marbling, spraying, signwriting, plastic texture relief-work, wall decorating;

plastering, which includes modelling, granolithic and composition flooring, fixing cork, 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, bitumen jointing, gasfitting, sanitary and domestic engineering, drainlaying, lead caulking, ventilating, heating, hot and cold water fitting, fire installation, fixing asbestos box gutters, valley gutters, eaves gutters and down pipes, and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

saw doctoring, which includes sharpening and setting, hammering, tensioning, gulleting and rolling all types of circular saws, bandsaws and other saw blades, including the brazing or welding of bandsaws;

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

steel reinforcing on site, which includes the marking out, bending, placing and fixing of reinforcing on the site;

word deur persone daarin wat werksaam is in ondergenoemde ambagte, aktiwiteite of onderverdelings daarvan, en alle werk wat met die werksaamhede van 'n werkgewer in verband met die oprigting van 'n gebou saamgaan, met inbegrip van die sloping van geboue—

asfaltwerk, wat die volgende insluit: Asfaltdak- en vloer-materiale, bitumeneuse mastikplate of soortgelyke materiale aanbring en die waterdigting van dakopper-vlaktes, kelders of fondamente met asfaltplate, mastik of asfalt, hetsy deur 'n warm of koue proses;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, uitgesonderd die aanbring van grendelbetonblokke sonder dagha, onder toesig, die beteëling van mure en vloere, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanleg, leiklipwerk en pandek-king;

elektriese installering wat die volgende insluit: Elektriese monterings- en bedradingswerksaamhede wat daarmee gepaard gaan;

vloerwerk, wat die volgende insluit: Houtvloere, komposi-siemateriaal-, rubber- of vloere van enige ander materiaal lê, en dit skuur en alle soorte vloerbedekking lê, met inbegrip van linoleum, inleglinoleum, malthoid, asfalt-teëls of vloerbedekkings met 'n asfaltbasis, kurk-, rubber-en plastiekkomposisiemateriale; met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se vernaamste besigheid in die Kommersiële Distribusie-bedryf lê, by hierdie omskrywing uitgesluit moet word wanneer die lê daarvan met die verkoop van sodanige linoleum gepaard gaan en nie 'n deel vorm van die regstreekse koste vir die klant nie;

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

ruite, insit van wat die volgende insluit: Glas sny, inlaat en die voorwerk daaraan verbonde doen; uitgesonderd die maak van ruit-in-lood en brandskildervenster;

skrynwerk, wat die volgende insluit: Houtdeure en vensters, dakligte, kaste of enige ander vaste toebehoere van hout wat 'n permanente deel van 'n gebou vorm, masjineer en insit, en die vervaardiging van alle skrynwerkartikels, 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;

hysbakinstallering wat die vervaardiging van hysbakke en hysbokke, en die oprigting en/of instandhouding van hysers insluit;

beglasing, wat die vervaardiging en/of aanbring van ligte, reklameborde, en die glaswerk wat daarmee in verband staan, insluit;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die meng of bou van voorafgegiëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloer-beteëling, die bediening van klipwerkmasjinerie en die skerpmaak van klipwerkersgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aange-bring word of nie;

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

verfwerk, wat die volgende insluit: Versierwerk, muurplak-werk, distemperwerk, beitswerk, verniswerk, vlam-skildering, marmering, spuitverfwerk, letterskilderwerk plastiektekstuurreliefwerk, muurversiering;

pleisterwerk, wat die volgende insluit: Boetseerwerk, granolitiese en komposisievloerwerk, die aanbring van kurk, komposisiemuurbedekking en poleerwerk aan voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, 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, gasaanleg, sanitêre en huisingenieurswerk, rioolaanleg-werk, loodkalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallering, die aanbring van asbesbakgeute, dakgeute en geutpype, en die vervaardiging en aanbring van alle plaatmetaal-werk, 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;

saagherstelwerk, wat die volgende insluit: Skerpmaak- en setwerk, hamerwerk, spanwerk, slukwerk en rolwerk aan alle soorte sirkel-, bandsae en ander saagblaie, met inbegrip van sweissoldeer- of soldeerwerk aan bandsae;

uitrus van winkels, kantore en banke, wat die volgende insluit: Die vervaardiging en/of aanbring van winkel-fronte, vensterskerms, vertoonkaste, toonbanke, skerms en los en vaste binnetoebehoere;

staalwapening op die terrein, wat die volgende insluit: Uit-merk, buig, plaas en aanbring van wapening op die terrein.

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

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and accoustic material, cork and asbestos insulation, wood shingles, asbestos sheet, malthoid, thatching, and all types of roof covering, wood lathing, composition ceiling and wall covering, covering of woodwork with metal, rodent-proofing, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

- "asphalter" means an employee who is employed on asphaltting and has served a three-year period of learnership in terms of this Agreement in this operation;
- "ceiling fixer" means an employee who is employed on the fixing of fibrous plaster and skimmed plaster board ceilings which includes the fixing of any necessary brandering, fibrous sheets and cornices, the flushing and skimming of joints and any plastering necessary to the ceiling board, and who has served a three-year period of learnership in terms of this Agreement in these operations;
- "Council" means the Industrial Council for the Building Industry, Port Elizabeth;
- "country jobs" means a job within the Magisterial District of Port Elizabeth, but not within a distance of twelve miles by the shortest route from Market Square, Port Elizabeth;
- "driver" means an employee who is engaged in driving a mechanical vehicle and for the purpose of this definition the expression 'driving a mechanical vehicle' includes all periods of driving and any time spent by the driver on work connected with the vehicle or the loading and all periods during which he is obliged to remain at his post in readiness to drive;
- "emergency work" means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with clause 10 of Part I and clause 5 of Part II of this Agreement;
- "essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking;
- "farm" means an area of land not less than eleven morgen in extent;
- "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, in addition, performs the work of a journeyman, either constantly or intermittently;
- "general forman" means an employee employed in a purely supervisory capacity only and who is placed in charge of a job or jobs, who gives out work to employees under his control and supervision, who maintains discipline and is generally responsible to the employer for efficiency on the job or jobs, and who is not required to do the work of a journeyman except intermittently or in an instructional capacity;
- "hourly rate" means the employee's hourly wage prescribed in the Agreement; provided that where the weekly wage is prescribed for an employee his hourly rate shall be as calculated by dividing his weekly wage by the number of ordinary hours per week prescribed for such an employee;
- "jobbing" means a job of not more than three days' duration;
- "journeyman" means an employee other than an apprentice, minor, trainee, semi-skilled labourer, unskilled labourer, watchman, driver, learner, sawyer, machine minder or mechanical handling equipment driver employed in any one or more of the trades or sub-divisions thereof mentioned in the definition of "Building Industry";
- "learner" means an employee of the age of 21 years or over serving under a written contract of learnership approved and registered by the Council;
- "learner asphalter" means a learner who has had less than three years' experience in the operations constituting the work of an asphalter, as defined, and who is being trained as an asphalter;
- "learner ceiling fixer" means a learner who has had less than three years' experience in the operations constituting the work of a ceiling fixer, as defined, and who is being trained as a ceiling fixer;
- "learner glazier" means a learner who has had less than three years' experience in the operations constituting the work of a glazier, as defined, and who is being trained as a glazier;
- "mechanical vehicle" means any vehicle self-propelled by mechanical power use for the conveyance or haulage of goods and materials of any description;
- "minor" means an employee employed during the probationary period allowed under the Apprenticeship Act, 1944;
- "National Fund" means the National Development Fund for the Building Industry (inaugurated by the National Federation of Building Trade Employers in South Africa);

staalkonstruksie, wat die volgende insluit: Alle klasse staal of ander metaalsuile, lêers, staalbalke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak, op die terrein aanbring, die grondlaag daarvan verf of verf;

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, masjienwerk, draaiwerk, kerfwerk, die aanbring van golfyster, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtdakspane, asbesplaat, malthoid, dekgras- en alle soorte dakbedekking, houtlatwerk, komposisieplafonwerk en muurbedekking, bedekking van houtwerk met metaal, rotdigting, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

- "asfaltwerker" 'n werknemer wat asfaltwerk verrig en wat 'n leertyd van drie jaar ingevolge hierdie Ooreenkoms in hierdie werksaamheid deurgemaak het;
- "plafoninsitter" 'n werknemer wat veselpleister- en afgewerkte pleisterbordplafonne insit en omvat dit die insit van enige nodige latwerk, veselplate en kroonlyste, die gelykmaking en afwerking van voë en alle pleisterwerk wat aan die plafonbord nodig is, en wat 'n driejaartydperk van opleiding ooreenkomstig hierdie Ooreenkoms in hierdie werksaamhede deurgemaak het;
- "Raad" die Nywerheidsraad vir die Bounywerheid, Port Elizabeth;
- "buitewerk" 'n werk in die landdrosdistrik Port Elizabeth, maar nie binne 'n afstand van 12 myl met die kortste roete vanaf die Markplein, Port Elizabeth nie;
- "bestuurder" 'n werknemer wat 'n meganiese voertuig bestuur en by die toepassing van hierdie omskrywing omvat die uitdrukking „'n meganiese motorvoertuig bestuur" alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die laaiery bestee en alle tydperke waarin daar van hom verwag word om op sy pos te bly gereed om te bestuur;
- "noodwerk" dié werk wat nie redelikerwyse gedoen kan word nie gedurende die ure wat voorgeskryf word in of bepaal mag word ooreenkomstig klousule 10 van Deel I en klousule 5 van Deel II van hierdie Ooreenkoms;
- "noodsaaklike diens" alle werk wat noodsaaklikerwyse gedoen moet word om die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, besigheid of onderneming te verseker;
- "plaas" 'n grondgebied wat minstens elf morg groot is;
- "voorman" 'n werknemer wat in beheer van 'n werk of werke of 'n besondere afdeling van 'n werk of werke geplaas word, wat aan werknemers onder sy beheer werk uitdeel en oor die vordering daarvan met betrekking tot voltooiing toesig hou en dissipline handhaaf en oor die algemeen aan die werkgever verantwoordelik is vir die doeltreffendheid in die werk of werke en wat daarbenewens onafgebroke of met tussenpose die werk van 'n vakman verrig;
- "algemene voorman" 'n werknemer wat slegs in 'n suiwer toesighoudende hoedanigheid werksaam is en wat in beheer van 'n werk of werke geplaas word, wat werk uitdeel aan werknemers oor wie hy beheer het en toesig hou, wat dissipline handhaaf en oor die algemeen verantwoordelik is aan die werkgever vir doeltreffendheid in die werk of werke, en van wie daar nie verwag word om die werk van 'n vakman te doen nie, uitgesonderd met tussenpose of in 'n opleidingshoedanigheid;
- "uurloon" die uurloon van 'n werknemer wat in die Ooreenkoms voorgeskryf word; met dien verstande dat wanneer die weekloon vir 'n werknemer voorgeskryf word, sy uurloon bereken moet word deur sy weekloon te deel deur die getal gewone ure per week vir sodanige werknemer voorgeskryf;
- "kontrakwerk" 'n werk wat hoogstens drie dae lank duur;
- "ambagsman" 'n werknemer, uitgesonderd 'n vakleerling, minderjarige, kwekeling, halfgeskoolde arbeider, ongeskoolde arbeider, wag, bestuurder, leerling, saer, masjienbediener of 'n operateur van meganiese hanteertoerusting, wat in een of meer van die ambagte of onderafdelings daarvan, wat in die omskrywing van "Bounywerheid" gemeld word, in diens is;
- "leerling" 'n werknemer wat 21 jaar of ouer is en wat diens doen ooreenkomstig 'n skriftelike leerlingskontrak wat die Raad goedgekeur en geregistreer het;
- "leerling-asfaltwerker" 'n leerling wat minder as drie jaar ondervinding gehad het in die werksaamhede wat die werk van 'n asfaltwerker, soos omskrywe, uitmaak, en wat as 'n asfaltwerker opgelei word;
- "leerling-plafoninsitter" 'n leerling wat minder as drie jaar ondervinding gehad het in die werksaamhede wat die werk van 'n plafoninsitter, soos omskrywe, uitmaak, en wat as 'n plafoninsitter opgelei word;
- "leerling-ruitinsitter" 'n leerling wat minder as drie jaar ondervinding gehad het in die werksaamhede wat die werk van 'n ruitinsitter, soos omskrywe, uitmaak, en wat as 'n ruitinsitter opgelei word;
- "meganiese voertuig" alle voertuie wat self deur meganiese krag aangedryf word, wat gebruik word vir die vervoer of sleep van alle soorte goedere en materiale;
- "minderjarige" 'n werknemer wat in diens is gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word;
- "Nasionale Fonds" Die Nasionale Ontwikkelingsfonds vir die Bounywerheid (ingestel deur die Nasionale Federasie van Boubedryfwerkgewers in Suid-Afrika);

"overtime", in relation to employees for whom wages are prescribed in clause 4 of Part I of this Agreement, means any time worked on a Saturday or outside of the hours of work prescribed in clause 10 of Part I, other than time worked on a Sunday, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day;

"pay load" means the net carrying capacity or the net load which a vehicle may carry in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board or by any local road transportation Board under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority whichever net carrying capacity or net load may be the greater;

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

"semi-skilled labourer" means an employee engaged in any or all of the following classes of work, viz.:—

- Applying paint to roofs under the supervision of a journeyman;
- driving tractors, operating cranes and/or hoists;
- supervising solely unskilled labourers;
- assembling metal windows;
- operating floor sand-papering machines;
- lime washing;
- using glazing sprigg gun in joinery mills only;
- priming rebates of sashes in joinery mills only;
- operating on rough timber power-driven circular saws, band re-saws, frame saws and cross-cut saws under the supervision of an employee receiving not less than the wages prescribed in clause 4 (1) (a) (iv) of Part I of this Agreement, including the moving of the fence as required, but excluding the removal, changing, sharpening, hammering and/or setting of saw blades;
- performing the work of a boiler attendant;
- performing stone work in gardens;
- and who may in addition perform the work of an unskilled labourer;

"structure" includes walls, brick or concrete boundary walls, retaining walls and monuments other than tombstones and burial monuments;

"suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor, wooden bunk, and the necessary washing and lavatory accommodation;

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

"trainee" means an employee for whom training is provided under the Training of Artisans Act, 1951;

"unskilled labourer" means an employee engaged on any or all of the following:—

- Applying back putty (glazing) under supervision of a journeyman;
- assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;
- assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;
- assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;
- attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;
- applying of floor polish;
- bagging down walls and ceilings;
- baling waste or scrap metal by hand or machine;
- binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;
- carrying mortar, bricks, stone, concrete or other materials;
- caulking drain pipes under supervision;
- cleaning mottices;
- cleaning of glass after glazing;
- cleaning completed frames in preparation for puttying;
- cleaning of moulds, work benches, yard premises, tools, etc.;
- cleaning down of teak or other hard woods by using solvents and steel wools;
- coupling steel windows and doorframes under supervision;
- cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;
- cutting scaffold poles or props by two-handed saw;
- cutting dampcourse and placing in position;
- cutting of toothings and indents for bonding brickwork;
- cutting hoop iron, bending and holing;
- cutting up scrap metal by hand;
- cutting, drilling, chasing and plugging in brick and concrete;
- cutting of roofing tiles with tile hand-cutting machine;
- digging or taking out stone or soil for foundations, trenches, drains and channels;
- drawing off material from all woodworking machines;
- drilling or punching metal by power or hand machines under supervision;

"oortydwerk" met betrekking tot werknemers vir wie lone in klousule 4 van Deel I van hierdie Ooreenkoms voorgeskryf word, alle tyd wat op 'n Saterdag of buite die gewone werkdag, in klousule 10 van Deel I voorgeskryf, gewerk word, uitgesonderd tyd wat op 'n Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag of Nuwejaarsdag gewerk word;

"loonvrag" die netto dravermoe van of die netto vrag wat 'n voertuig mag dra of sleep ingevolge 'n motortransportersertifikaat of 'n vrystellingsertifikaat wat ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of 'n plaaslike Padvervoerraad kragtens die bepalings van die Motortransportwet, 1930, uitgereik is, of ingevolge 'n geskiktheidsertifikaat wat deur 'n plaaslike owerheid teen opsigte van sodanige voertuig uitgereik is, naamlik die grootste netto dravermoe of netto vrag;

"stukwerk" 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, slegs op die hoeveelheid werk gedoen of die werkproduksie bereken word, ongeag die tyd wat aan sodanige werk bestee is;

"halfgeskoolde arbeider" 'n werknemer wat in enigen van of al die volgende klasse werk werksaam is, naamlik:—

- onder die toesig van 'n vakman verf op dakke aansit;
- trekkers bestuur, krane en/of hysers bedien;
- slegs oor ongeskoolde arbeiders toesig hou;
- metaalvensters inmeekaarsit;
- vloerskuurmasjiene bedien;
- witkalk;
- 'n glasspykerels slegs in skrynwerkery gebruik;
- slegs in skrynwerkerye 'n grondslag op venstertraamsponnings verf;
- onder die toesig van 'n werknemer wat minstens die loon ontvang wat in klousule 4 (1) (a) (iv) van Deel I van hierdie Ooreenkoms voorgeskryf word, 'n kragaangetrewe ru-timmerhoutsirkelsaag, bandnasaagmasjiene, raamsaag en dwarssaag bedien, met inbegrip van die skuif van die leipen wanneer nodig, maar uitgesonderd die verwydering, omruil, skerpmaak, hamer en/of stel van saagblaaië;
- die werk van 'n keteloppasser doen;
- klipwerk in tuine doen;
- en wat daarbenewens die werk van 'n ongeskoolde arbeider mag doen.

"bouwerk" ook mure, steen- of betongrensmure, keermure en monumente, uitgesonderd grafstene en begraaftaasgedenktekens;

"geskikte slaapplek" 'n waterdigte skuiling wat veilig toegesluit kan word, wat 'n houtvloer, houtslaapbank en die nodige was- en latrinegeriewe het;

"taakwerk" 'n werkstelsel waarvolgens 'n minimum hoeveelheid werk of werkproduksie wat in 'n gespesifiseerde tyd gedoen moet word, as 'n voorwaarde vir die betaling van lone vir sodanige werk gestel word;

"kwekeling" 'n werknemer vir wie die Wet op Opleiding van Ambagsmanne, 1951, voorsiening maak vir opleiding;

"ongeskoolde arbeider" 'n werknemer wat enigen van of al die volgende werksaamhede verrig:—

- Stopverfbed (insit van ruite) onder die toesig van 'n vakman aansit;
- ambagsmanne help deur draadholtes op te vul voordat houtoppervlaktes met doek opgevef word;
- ambagsmanne help om lym aan tappe of houtoppervlaktes te smeer voordat dit vasgeklemd of geper word;
- ambagsmanne help om staalstutte in posisie te plaas, dit aan drabalk vas te maak en op die regte hoogte te stel;
- hangsae onder toesig bedien, help om klippe reg te plaas en saagblaaië in te sit met die doel om hangsae en poleermasjinerie te bedien en/of met slypsteenmasjinerie te werk;
- vloerpolitoer aansit;
- saksmeerwerk aan mure en plafonne verrig;
- afval- of ou-metaal met die hand of deur middel van 'n masjiene baal;
- staalwapeningsmateriaal bind of vasbind met draad en sodanige materiaal onder toesig sny, buig en monteer, oprig en vasmaak;
- dagha, stene, klip, beton of ander materiaal dra;
- dreiner of rioolpype onder toesig kalfater;
- tapgate skoonmaak;
- glas skoonmaak nadat ruite ingesit is;
- voltooië rame skoonmaak voordat stopverf aangesit word;
- vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;
- klaaf of ander soorte harde hout skoonmaak deur oplosmiddels en staalwol te gebruik;
- staalvensters of -deurkosyne onder toesig koppel;
- pype en staalstawe, uitgesonderd dié van koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny;
- steierpale of stutte met 'n treksaag afsaag;
- voglae sny en in posisie plaas;
- in- en uittandings inkap vir steenverbandwerk;
- hoepels sny, buig en gate daarin maak;
- afvalmetaal met die hand in stukke daarin sny;
- stene en beton sny, boor, glouwe daarin maak en proppe daarin inslaan;
- dakpanne met 'n handteelmassjiene sny;

erecting hoists under supervision;
 excavating in ground, soft and hard rock and using a jack hammer and removing excavated stone and soil;
 filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;
 filling in joints between joint of brick and concrete beam under supervision;
 filling in joints and cleaning off all wall tiles excluding jointing and pointing;
 filling of moulds with a facing mixture and concrete mixture, using a shovel;
 fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
 fixing interlocking concrete blocks without mortar under the supervision of a journeyman;
 fixing asphalt sheeting to sides of steel and wood frames;
 fixing lugs to steel windows and door frames under supervision;
 gauging sand, stone and cement;
 gauging sizes of wall and floor tiles;
 grouting in joints and filling backs of stone work after fixing;
 grouting of joints in bricks and tile floors and cleaning off;
 handling and/or carrying timber and joinery from timber sheds or timber yards connected with the production of articles to be used in the Building Industry;
 hoisting shuttering and placing in position but not fixing;
 hoisting of steel and laying into position under supervision;
 kneading of putty to correct consistency;
 laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision;
 laying loose tiles on surfaces without bedding, provided no tools are used;
 lime washing and the use of tar or similar products on building occupied and latrines used by Natives and rough timber such as joists and underside of floors, provided, however, that lime washing in connection with buildings and/or latrines during their erection or within 60 days of the completion of any building shall be excluded from this definition;
 loading and unloading materials and goods;
 mixing mastic asphalt in pots, carrying mixed material to site of laying and rubbing up laid mastic until cold under supervision, attending to fires and cleaning up;
 mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;
 mixing concrete by hand or machine under supervision;
 oiling and greasing machinery when not in operation;
 operating stone polishing machinery;
 painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paints under supervision;
 priming of surfaces with bitumastic or water-proofing solutions;
 preparing roofs, including scraping and wire-brushing prior to painting;
 painting of joints and backs of stone with water-proofing compound;
 preservative painting of all builders' plant;
 removing rust and scale from iron or steel surfaces, provided no chemicals are used;
 removing loose and flaking paint from gutters, drainpipes or other surfaces, provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;
 removing plaster from steel or wood surfaces in new buildings prior to painting;
 scaffold-erecting under supervision;
 scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;
 scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used or artisan's work is done by an unskilled labourer;
 washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;
 use of abrasives of all kinds by hand including rubbing compounds on preparatory work in painting and spraying, including sand paper of a grade not finer than Oakey's No. 2 strong, or equivalent may be used for any of these cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
 racking out of brick joints and preparation of surfaces for plastering;
 removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;
 scraping down finished faces of products using a wire steel brush and scrubbing brush by hand;

klip of grond uitgrawe of uithaal vir fondamente, slote, riole en kanale;
 materiaal van alle houtwerkmasjiene afneem;
 metaal met 'n krag- of handmasjiën onder toesig boor of pons;
 hystoestelle onder toesig oprig;
 uitgrawings in grond, sagte en harde rots maak en 'n klop-boor gebruik en uitgegrawe klip en grond verwyder;
 gate en duike in die voorvlak van afgewerkte artikels opvul met 'n sementmengsel en die voorvlak afvryf met 'n stuk sak;
 voë tussen steenwerk en betonbalke onder toesig opvul;
 voë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryk- en voegvulwerk;
 vorms met 'n voorwerkmengsel en betonmengsel vul deur 'n skopgraaf te gebruik;
 hoepelyster, staal- of draadverstrykers aanbring om bekisting te versterk;
 grendelbetonblokke sonder dagha onder die toesig van 'n vakman aanbring;
 asfalt aan die kante van staal- en houtrame aansit;
 kloue onder toesig aan staalvensters en -deurkosyne aanbring;
 sand, klip en sement afmeet;
 groottes van muur- en vloerteëls meet;
 voë met bry vul en die agterkant van klipwerk opvul nadat dit aangesit is;
 voë in stene en teëlvloere met bry vul en skoonmaak;
 timmerhout en skrynwerk uit timmerhoutskeure of timmerhoutwerke wat verbonde is aan die produksie van artikels wat in die Bounywerheid gebruik gaan word, hanteer en/of dra;
 bekisting ophys en in posisie plaas maar nie vassit nie;
 staal ophys en onder toesig in posisie plaas;
 stopverf knie totdat dit die regte stewigheid het;
 beton lê en gelykmaak, 'n betontriller bedien en help met afvlakwerk onder toesig;
 los teëls op oppervlakte lê sonder om dit vas te sit, mits geen gereedskap gebruik word nie;
 geboue en latrines wat deur Bantoes geokkupeer en gebruik word en ruwe timmerwerk soos balke en die onderkant van vloere afwit en teer of dergelike produkte in verband daarmee gebruik, met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae nadat 'n gebou voltooi is, uit hierdie omskrywing uitgesluit word;
 materiaal en goedere op- en aflaai;
 mastikasfalt in potte meng, gemengde materiaal dra na aanbringplek en mastik wat gelê is, onder toesig opvryf totdat dit koud is, vure in stand hou en skoonmaakwerk verrig;
 asfaltmacadam meng, materiaal op aanbringplek aflaai en plaas, rolwerk met handrollers verrig;
 beton onder toesig met die hand of deur middel van 'n masjiën meng;
 masjinerie olie en smeer wanneer dit nie aan die gang is nie;
 klippoleermasjinerie bedien;
 asfalt- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf onder toesig verf of spuit;
 grondlae van bitumastiek of waterdigtingsoplossing op oppervlaktes aanbring;
 dakke gereedmaak vir verwerk, met inbegrip van skraapwerk en draadborselwerk;
 voë en agterkante van klipwerk met waterdigtingmengsels verf;
 alle bouersuitrusting met preserveermiddels verf;
 roes en aanslag verwyder van yster- of staaloppervlaktes, mits geen chemikalieë gebruik word nie;
 los en geskilferde verf verwyder van geute, geutype of ander oppervlaktes, met dien verstande dat, wanneer 'n blaaslamp of verfoplosmiddel gebruik word, die werk onder toesig verrig moet word;
 pleister van staal- of houtoppervlaktes in nuwe geboue verwyder voordat dit gevef word;
 steiers onder toesig oprig;
 die witkalk afskraap en afvryf van oppervlaktes wat voorheen afgewit is maar sonder om herstelwerk aan die oppervlaktes te verrig;
 mure of ander oppervlaktes afskraap of afwas met die doel om dit te verf, met dien verstande dat geen gereedskap wat gewoonlik deur skilders gebruik word, gebruik word nie of dat geen ambagswerk deur 'n ongeskoolde arbeider verrig word nie;
 nuwe gegalvaniseerde oppervlaktes afwas voordat dit gevef word en nuwe gegalvaniseerde oppervlaktes onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word;
 skuurmiddels van alle soorte, met inbegrip van vryfmiddels, voorbereidingswerk in verband met verf- en spuitwerk verrig met inbegrip daarvan dat skuurpapier wat nie van 'n fyner graad as Oakey No. 2-sterkte of die ekwivalent daarvan is nie, vir enigeen vir hierdie skoonmaakprosesse gebruik mag word, maar geen ander kwaste as skroborsels of draadborsels mag gebruik word nie;
 voë tussen stene uitkrap en oppervlaktes gereedmaak vir pleisterwerk;

shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels; stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision; stripping shuttering under supervision; setting up of moulds, and stripping of casings and castings; tamping of the filling in moulds excluding the use of plasterers' trowels; treating timber with preservative under supervision; tying of roof tiles with wire; tying up and/or packing timber, joinery, wallboard and other similar articles used in the Building Industry, excluding those timber yards which have no direct connection with the Building Industry; washing down brick and concrete with scrubbing brushes and cleaning used bricks; wedging up wood props under supervision; working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes; assisting artisans or higher graded workers wherever necessary, but not to perform skilled work, or work defined as that of a semi-skilled labourer;

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

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

4. WAGES.

(1) (a) No employer shall pay and no employee shall accept wages at rates lower than the following during the period of operation of this Agreement, read with the remaining provisions of this clause:—

	Per hour. Cents.
(i) Unskilled labourers	18
(ii) Semi-skilled labourers	28
(iii) Journeymen in painting, french polishing and glazing trades	77
(iv) Journeymen in all other trades	79
(v) Drivers of mechanical vehicles of a payload—	
up to and including 6,000 lb.	28
over 6,000 lb. but not exceeding 10,000 lb. ...	35
over 10,000 lb.	37
(vi) Apprentices: Wages as prescribed under the Apprenticeship Act for apprentices in the Building Industry.	
(vii) Minors in all trades: Wages as prescribed for first year apprentices in the Building Industry.	
(viii) Foremen: Rates not less than those prescribed for journeymen in sub-clause (1) (a) (iv).	
(ix) General Foremen: Rates not less than those prescribed for journeymen in sub-clause (1) (a) (iv).	
(x) Watchmen: R8 per six-day week.	
(xi) Learners:	

For the first year of employment: R8 per week.
For the second year of employment: R12 per week.
For the third year of employment: R17 per week.
On completion of a three-year learnership employees qualify for a journeyman's wages, as laid down in sub-clause (1) (a) of this clause.

(b) *Differential Rates.*—(i) An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in sub-clause (1) (a), shall pay to such employee the higher rate of wages for all the ordinary hours of work on that day; provided that in the case of an employee engaged on operating a hoist, such an employee shall be paid at the higher rate for the actual number of hours so employed only.

(ii) Where an employee is employed as a journeyman for whom wages are prescribed in sub-clause (1) (a) (iii) and (iv) of this clause, and such an employee is required or permitted to do work for which a lower rate of wages is prescribed, such an employee shall nevertheless be paid at the higher rate as prescribed for journeymen.

(2) *Payment for Work on Certain Days.*—For all time worked on a Sunday, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day until the usual starting time on the following day, an employer shall pay to all employees, except watchmen, one and one-third times the hourly rate which the employee is receiving at the time.

(3) *Dangerous Work.*—(a) On all jobs of a dangerous nature, an allowance at the rate of 5 cents per hour shall be paid in addition to the normal earnings of the employee concerned. Any dispute as to whether the work involved is of a dangerous nature or as to the amount to be paid shall be determined by the Council.

(b) For the purpose of this sub-clause, dangerous work means any work 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.

plekke en sement van klip-, kunsklip-, leiklip-, terra-cotta- of dergelijke oppervlaktes verwyder met karborundum-blokke of vrymasjiene; afgewerkte voorvlakke van produkte met die hand afskraap deur 'n staaldraadborsel en 'n skropborsel te gebruik; materiaal met 'n skopgraag in dagha- of betonmengmasjiene invoer of dit daaruit haal, sand sif en dagha of beton meng deur skopgrawe te gebruik; nate van vorms met gips toestop met die hand of met behulp van 'n stukkie blik, onder toesig; bekisting onder toesig afbreek; vorms opstel en omhuulsels en bekisting en gie;werk afbreek; die vuisel in vorms vasstamp sonder om die troffels van pleisteraars te gebruik; timmerhout onder toesig met preserveermiddels behandel; dakteels met draad vasbind; timmerhout, skrynwerk, muurbord en ander soortgelyke artikels wat in die Bounywerheid gebruik word, vasbind en/of verpak, uitgesonderd in houtwerwe wat nie regstreeks aan die Bounywerheid verbonde is nie; steen- en betonwerk met skropborsels afwas en gebruikte stene skoonmaak; houtstutte onder toesig opwig; met klopore werk of hamers en ponse gebruik vir die splits van klip of die boor van taggate; ambagsmanne of werkers van 'n hoër graad bystaan, wanneer nodig, sonder om geskoolde arbeid, of werk wat as dié van 'n halfgeskoolde arbeider omskryf is, te verrig;

"wag" 'n werknemer wat persele, geboue, hekke, voertuie, boumateriale of ander eiendom bewaak;
"werkende werkgewer of werkende vennoot" 'n werkgewer wat self werk doen wat in die omskrywing van die "Bounywerheid" ingesluit is;

4. LONE.

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

	Per uur. Sent.
(i) Ongeskoolde arbeiders	18
(ii) Halfgeskoolde arbeiders	28
(iii) Ambagsman in die ambagte ver-, lakpolitoer aansit en ruite insit	77
(iv) Ambagsmanne in alle ander ambagte	79
(v) Bestuurders van meganiese voertuie met 'n loonvrag van—	
tot en met 6,000 lb.	28
meer as 6,000 lb. maar hoogstens 10,000 lb. ...	35
meer as 10,000 lb.	37
(vi) Vakleerlinge: Lone soos voorgeskryf ingevolge die Wet op Vakleerlinge in die Bounywerheid.	
(vii) Minderjariges in alle ambagte: Lone soos voorgeskryf vir eerstejaarkleerlinge in die Bounywerheid.	
(viii) Voormanne: Minstens die lone wat vir vakmanne in subklousule (1) (a) (iv) voorgeskryf word.	
(ix) Algemene voormanne: Minstens die lone wat in subklousule (1) (a) (iv) voorgeskryf word.	
(x) Wagte: R8 vir 'n werkweek van ses dae.	
(xi) Leerlinge:	

Vir die eerste jaar diens: R8 per week.
Vir die tweede jaar diens: R12 per week.
Vir die derde jaar diens: R17 per week.
Nadat werknemers 'n leertyd van drie jaar voltooi het, kwalifiseer hulle vir die lone van 'n vakman wat in subklousule (1) (a) van hierdie klousule vasgestel is.

(b) *Differensiële lone.*—(i) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag, hetsy benewens sy eie werk, of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) (a) voorgeskryf word, moet aan sodanige werknemer die hoër loon vir die gewone werkeure op daardie dag betaal; met dien verstande dat in die geval van 'n werknemer wat 'n hystoestel bedien, sodanige werknemer teen die hoër loon betaal moet word vir slegs die werklike getal ure wat hy aldus gewerk het;

(ii) Wanneer 'n werknemer as 'n vakman in diens is vir wie lone in subklousule (1) (a) (iii) en (v) van hierdie klousule voorgeskryf word, en daar word van sodanige werknemer vereis of hy toegelaat word om werk te doen waarvoor 'n laer loonskaal voorgeskryf word, moet sodanige werknemer nietemin teen die hoër loon betaal word wat vir 'n vakman voorgeskryf word.

(2) *Betaling vir werk op sekere dae.*—Vir alle tyd wat op 'n Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag en Nuwejaarsdag gewerk word tot die gewone begintyd op die volgende dag, moet 'n werkgewer aan alle werknemers, uitgesonderd wagte, een en een-derde maal die uurloon betaal wat die werknemer op daardie tydstip ontvang.

(3) *Gevaarlike werk.*—(a) Vir alle werk van 'n gevaarlike aard, moet 'n toelae teen 5 sent per uur betaal word benewens die gewone verdienste van die betrokke werknemer. Alle geskilpunte oor die vraag of die betrokke werk van 'n gevaarlike aard is, al dan nie, of oor die bedrag wat betaal moet word, word deur die Raad besleg.

(b) By die toepassing van hierdie subklousule beteken gevaarlike werk enige werk wat as gevaarlik geklassifiseer word in 'n statutêre, provinsiale of munisipale wet of regulasie wat op die Bounywerheid betrekking het, en wat in 'n dorp of plek waarin of waarby sodanige werk verrig word, van krag is.

(4) *Cost of Living Allowance.*—The wages prescribed in sub-clause (1) (a) of this clause shall include cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, is increased, the wages prescribed shall be increased accordingly, provided that the difference between the rates of wages prescribed herein and the corresponding rates prescribed in clause 4 (1) of Part I of the Agreement published under Government Notice No. 1729 of the 1st November, 1957, shall for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowance in the determination of the relative increase.

(5) *Holiday Fund.*—In addition to the wages payable in terms of this Agreement, each employer shall on each pay-day pay to his employees, except watchmen, a holiday fund payment in accordance with the provisions of clause 29 of this Agreement.

(6) *Waiting Time.*—Whenever, due to slackness of trade or unavoidable delays in securing delivery of materials, or other causes beyond the control of employers, it is found to be impossible to continue working on any day, employers shall be liable only to pay their employees full wages and allowances as prescribed in this Agreement for all time spent on the job up to the time of being instructed to stop work.

Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him he shall be paid an amount equal to two hours' pay as if he had in fact worked, unless he had been notified by his employer on the previous working day that his services would not be required on the day in question.

(7) *Reduction in Wages.*—Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee on the date on which this Agreement comes into operation and any employee who, on the said date, is in receipt of a wage in excess of that prescribed for his class of work in the Agreement shall continue to receive such higher wage whilst employed by the same employer on the same class of work.

5. PIECE WORK/TASK WORK/INCENTIVE SCHEMES.

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

(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, 8, 9, 11, 14, 15 and 29 of Part I, and clauses 4, 5, 6 and 7 of Part II 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.

6. LABOUR ONLY CONTRACT.

No employer shall contract on a labour only basis and no employee shall engage on such work. For the purpose of this clause the term "Labour Only Contract" shall include any contract in respect of which the contractor does not supply all the materials required for the total completion of the work.

7. PAYMENT OF REMUNERATION.

(1) Subject to the provisions of clauses 12 and 29 of this Agreement, remuneration due to employees shall be paid in cash weekly on the site where they are employed between 2 p.m. and 5.15 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay-day; provided that the remuneration shall be on the site in readiness not later than 4.45 p.m.; provided further that—

- (a) when Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding such holiday;
- (b) payment may with the prior consent of the Council be made at times other than the above or on days other than Friday; and
- (c) the remuneration due to employees for country jobs may be made at such time as may be mutually agreed upon by the employer and the employees concerned.

(2) Remuneration, including holiday fund stamps, shall be handed to employees in sealed envelopes bearing the date of payment, the names of the employer and of the employee, the number of ordinary and overtime hours worked, the authorised deductions as laid down in sub-clause (3) of this clause, and the amount of cash enclosed. These details shall be in the form prescribed in Annexure A to this Agreement.

(3) An employer shall not levy any fines against his employee nor shall he make any deductions from his employees' remuneration other than the following:—

- (a) Deductions in terms of clauses 20 and 29 (3) of this Agreement;

(4) *Lewenskostetoelae.*—Die lone voorgeskryf in subklousule (1) (a) van hierdie klousule, sluit die lewenskostetoelae in soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig. Indien die lewenskostetoelae wat betaalbaar is ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige vervangende wetgewing verhoog word, moet die voorgeskrewe lone dienoreenkomstig verhoog word; met dien verstande dat die verskil tussen die loonskale wat hierin voorgeskryf word en die ooreenstemmende lone voorgeskryf in klousule 4 (1) van Deel I van die Ooreenkoms wat by Goewermentskennisgewing No. 1729 van 1 November 1957 gepubliseer is, by die toepassing van genoemde Oorlogsmaatreël of enige wetgewing wat in die plek daarvan gestel of waarby dit vervang word, as lewenskostetoelae in die vaststelling van die betrokke verhoging gereken moet word.

(5) *Verloffonds.*—Benewens die lone wat ingevolge hierdie Ooreenkoms betaalbaar is, moet elke werkgewer op elke betaaldag aan sy werknemers, uitgesonderd wagte, 'n verloffondsbetaling betaal ooreenkomstig die bepalings van klousule 29 van hierdie Ooreenkoms.

(6) *Wagtyd.*—Wanneer daar as gevolg van 'n slapte in die bedryf of onvermydelike vertraging by die aflewering van materiale, of ander oorsake wat buite die beheer van die werkgewers is, gevind word dat dit onmoontlik is om die werk op enige dag voort te sit, is die werkgewers slegs daarvoor verantwoordelik om hulle werknemers volle lone en toelae wat in hierdie Ooreenkoms voorgeskryf word, te betaal vir alle tyd wat aan die werk bestee is tot op die tydstop waarop hulle gelas is om op te hou werk.

Wanneer 'n werknemer hom op die gewone begintyd op die gewone manier op 'n werkdag vir werk aanmeld en daar nie vir hom werk is nie, moet hy 'n bedrag wat gelyk is aan twee uur se betaling betaal word asof hy inderdaad gewerk het, tensy hy op die vorige werkdag deur sy werkgewer in kennis gestel is dat sy diens nie op die betrokke dag nodig sal wees nie.

(7) *Loonvermindering.*—Niks in hierdie Ooreenkoms vervat, mag die loon wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder nie, en 'n werknemer wat op genoemde datum 'n loon ontvang wat hoër is as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds dié hoër loon ontvang terwyl hy by dieselfde werkgewer in dieselfde klas werk werksaam is.

5. STUKWERK/TAAKWERK/AANSPORINGSKEMAS.

(1) Die uitbesteding, deur werkgewers, of die verrigting, deur werknemers van werk op 'n stukwerk- of taakwerkgrondslag word verbied.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule is dit, by wedersydse ooreenkoms tussen 'n individuele werkgewer en sy werknemers, toelaatbaar om 'n stelsel van aansporingsbetalings in te voer en in werking te stel; met dien verstande dat die besoldiging en ander geldelike voordele wat werknemers toeval nie as gevolg van die invoering en inwerkingstelling van sodanige stelsel minder is nie as dié wat in klousules 4, 8, 9, 11, 14, 15 en 29 van Deel I, en klousules 4, 5, 6 en 7 van Deel II van hierdie Ooreenkoms voorgeskryf is, en voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in elke opsig nagekom moet word. 'n Geskilpunt wat uit die toepassing van hierdie subklousule voortspruit, mag deur enigeen van die twee partye aan die Raad vir beslegting voorgelê word.

6. KONTRAK SLEGS VIR ARBEID.

Geen werkgewer mag werk op 'n kontrakgrondslag van "slegs arbeid" uitbestee nie en geen werknemer moet sodanige werk aanvaar nie. By die toepassing van hierdie klousule omvat die uitdrukking "Kontrak slegs vir arbeid" alle kontrakte ten opsigte waarvan die kontrakteur nie alle materiaal wat vir die algehele voltooiing van die werk nodig is, verskaf nie.

7. BETALING VAN BESOLDIGING.

(1) Behoudens die bepalings van klousules 12 en 29 van hierdie Ooreenkoms, moet besoldiging wat aan werknemers verskuldig is weklíks in kontant betaal word op die terrein waar hulle werksaam is tussen 2 nm. en 5.15 nm. op Vrydae of by diensbeëindiging indien dit voor die gewone betaaldag plaasvind; met dien verstande dat die besoldiging op sy laatste om 4.45 nm. op die terrein gereed moet wees; voorts met dien verstande dat—

- (a) wanneer Vrydag 'n vakansiedag in die Bounywerheid is, betaling op die Donderdag wat sodanige vakansiedag voorafgaan, moet geskied;
- (b) met die voorafgaande toestemming van die Raad betaling op ander tye as bostaande of op ander dae as Vrydae mag geskied; en
- (c) die besoldiging wat vir buitewerk aan werknemers verskuldig is, op die tydstop waarop die werkgewer en die betrokke werknemers onderling ooreengekom het, betaal mag word.

(2) Besoldiging, met inbegrip van vakansiefondssseëls, moet aan werknemers oorhandig word in verseëelde koerte met vermelding daarop van die betaaldatum, die name van die werkgewer en van die werknemer, die getal gewone en oortydure gewerk, die gemagtigde aftrekkings wat in subklousule (3) van hierdie klousule vasgestel word, en die bedrag aan kontant wat ingesluit word. Hierdie besonderhede moet in die vorm wees wat in Aanhangsel A by hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgewer mag sy werknemer geen boetes oplê en geen bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

- (a) Bedrae kragtens klousules 20 en 29 (3) van hierdie Ooreenkoms;

(b) a deduction of any amount which an employer by any law, ordinance or legal process is required or permitted to make.

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

3. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated outside the area defined in clause (4) hereof, but within a distance of 12 miles from the Market Square, Port Elizabeth, the employer shall pay to the employee in respect of the distance beyond the defined area and reckoned along the shortest route from the Market Square to the job, a daily allowance calculated at 2½ cents per mile or part of a mile of the total distance both ways between the job and the limit of the said area, or alternatively, the employer may provide transport for the employee from the Market Square to the job by the shortest route in lieu of payment of such allowance; provided always that the employer shall not be liable to pay such allowance or to provide such transport in the case where either the employee resides within the defined area or in order to reach the job by the shortest route from his permanent place of residence he must traverse the said area, or alternatively in the case where the only public transport service to the job or a point nearest the job by the shortest route from the employee's permanent place of residence traverses or commences within the said area.

(2) Where transport is provided by the employer the means of conveyance shall leave the job not later than ten minutes after closing time, otherwise the employee shall be paid for the time he is required to wait at the rate of wages prescribed in this agreement for an employee of his class.

(3) Subject to the provisions of sub-clause (2) hereof, any employee occupied by an employee in proceeding to or from work shall be outside the ordinary working hours prescribed in this agreement for an employee of his class.

(4) The area referred to in sub-clause (1) hereof shall comprise the areas known as Summerstrand, Summerstrand Extensions Nos. 1 and 2, Humewood, the South End, Central and North End areas, Sidwell, Sydenham, Neave Township, portion of Newton Park, Mill Park, Linkside, and portions of Walmer and Forest Hill and defined as follows:—

From the beacon sited near the foreshore at Summerstrand, northwards along the foreshore to the Municipal Abattoir, thence north-westwards across the creek and along the course of the Papenkuils River to Commercial Road, thence via Leipoldt Street to Lindsay Road, along Lindsay Road, Thorogood Street and Searle Road to Alexander Road, thence north-westwards along Alexander Road to William Street, thence south-westwards along William Street to Seventh Avenue, Newton Park, south-west along Seventh Avenue to the Baakens River Valley, thence south-eastwards along the course of the Valley to a point in prolongation of First Avenue, Newton Park, thence eastwards to a point in prolongation of Sixth Avenue, Walmer, and across the Baakens River to the junction of Sixth Avenue and River Road, Walmer, and along Sixth Avenue to Union Road, thence eastwards to the junction of Driftsands Drive and Pilgrim's Way, thence along Driftsands Drive to the southern boundary of the proposed new Cemetery and thence to the Summerstrand beacon aforesaid.

(5) Any employee entitled to an allowance as herein provided shall receive it weekly with his other remuneration.

(6) Notwithstanding anything to the contrary contained in this Agreement an employer shall provide or pay for transport when instructing an employee to proceed from the job where he is working to another job during the hours of work prescribed in clause 10 and 11 of this Agreement, and such an employee shall be paid at his normal rate of pay for the time spent in such travelling.

9. COUNTRY JOBS.

(1) The following transport and/or sleeping accommodation allowance shall be paid by an employer who sends an employee to work on a country job within the area to which this Agreement applies; provided that such employer may, in lieu of such allowance, provide or pay for suitable transport and/or sleeping accommodation which accommodation shall be in close proximity to the job:—

- (a) Where an employee is able to and does return home every day an allowance of 5 cents per mile;
- (b) (i) Where an employee is unable to return home daily, an allowance of 5 cents per mile at the beginning and at the end of the job;
- (ii) where an employee is unable to return home daily, an accommodation allowance of one Rand per night in respect of every night spent on the job;
- (iii) where an employee can reasonably be said to be able to and who does proceed home at the weekend and return by the normal starting time on the Monday (or Tuesday if the Monday is a holiday in terms of this Agreement), such an employee shall be paid an allowance of 5 cents per mile; provided that no allowance shall be payable if the weekend trip is not made and no wages shall be payable in respect of time spent in travelling during such weekends.

(b) enige bedrag wat 'n werkgewer ingevolge enige wet, ordonansie of regsgeding verplig of toegelaat word om af te trek.

(4) 'n Werkgewer mag nie betaal word of 'n werkgewer mag geen betaling ontvang, hetsy regstreeks of onregstreeks, ten opsigte van die diens of opleiding van 'n werknemer nie.

8. STAPTYD EN VERVOER.

(1) Wanneer daar gewerk word op 'n plek geleë buite die gebied wat ooreenkomstig subklousule (4) hiervan omskryf word, maar binne 'n afstand van 12 myl vanaf die Markplein, Port Elizabeth, moet die werkgewer die werknemer ten opsigte van die afstand buitekant die omskrywe gebied en gereken langs die kortste roete vanaf die Markplein na die werkplek, 'n daaglikse toelae betaal bereken teen 2½ sent per myl of deel van 'n myl van die totale afstand heen en terug tussen die werk en die grens van genoemde gebied; of anders mag die werkgewer aan die werknemer vervoer verskaf vanaf die Markplein na die werkplek langs die kortste roete in stede van om sodanige toelae te betaal; altyd met dien verstande dat die werkgewer slegs daarvoor verantwoordelik is om sodanige toelae te betaal of sodanige vervoer te verskaf in gevalle waar die werknemer in die omskrywe gebied bly, of waar hy genoemde gebied moet deurkruis, om die werk langs die kortste roete vanaf sy permanente woonplek te kan bereik, of anders in gevalle waar die enigste openbare vervoerdiens na die werk of na 'n punt wat die naaste aan die werk is, langs die kortste roete vanaf die werknemer se permanente woonplek, die genoemde gebied deurkruis of daarin begin.

(2) Waar die werkgewer vervoer verskaf moet die vervoermiddel die werkplek hoogstens tien minute na sluitingstyd verlaat, so nie moet die werknemer vir die tyd wat daar van hom vereis word om te wag, teen die loonskaal betaal word wat vir 'n werknemer van sy klas in hierdie Ooreenkoms voorgeskryf word.

(3) Behoudens die bepalings van subklousule (2) hiervan moet alle tyd wat 'n werknemer deurbring op pad na of van die werk af, buite die gewone werkure val wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word.

(4) Die gebied in subklousule (1) hiervan bedoel, omvat die gebiede wat bekend staan as Summerstrand, Summerstranduitbreidings No. 1 en 2, Humewood, die South End, Sentraal- en North-Endgebiede, Sidwell, Sydenham, Neave-dorpsgebied, gedeeltes van Newton Park, Mill Park, Linkside, en gedeeltes van Walmer en Forest Hill wat soos volg omskryf word:—

Vanaf die baken geleë naby die strandgebied by Summerstrand, noordwaarts langs die strandgebied tot by die Municipale slagpale, daarvandaan noordweswaarts tot oorkant die inham en met die loop van die Papenkuilsrivier op tot by Commercialweg, daarvandaan oor Leipoldtstraat tot by Lindsayweg, langs Lindsayweg, Thorogoodstraat en Searleweg tot by Alexanderweg, daarvandaan noordweswaarts langs Alexanderweg tot by Williamstraat, daarvandaan suidweswaarts langs Williamstraat tot by Sewende Laan, Newton Park, suidweswaarts langs Sewende Laan tot by die Baakensriviervallei, daarvandaan suidooswaarts langs die loop van die Vallei tot by 'n punt op 'n verlenging van Eerste Laan, Newton Park, daarvandaan ooswaarts tot op 'n punt op 'n verlenging van Sesde Laan, Walmer, en oor die Baakensrivier tot waar Sesde Laan en Riverweg, Walmer, bymekaar aansluit, en langs Sesde Laan tot by Unionweg, daarvandaan ooswaarts tot by die aansluiting van Driftsands-rylaan en Pilgrimsrug, daarvandaan langs Driftsands-rylaan tot by die suidelike grens van die voorgenome nuwe begraafplaas en daarvandaan na die Summerstrandbaken hierbo gemeld.

(5) Alle werknemers geregtig op 'n toelae hierin voorgeskryf, moet dit weekliks saam met hulle ander besoldiging ontvang.

(6) Ondanks enige andersluidende bepalings in hierdie Ooreenkoms moet 'n werkgewer die vervoer verskaf of daarvoor betaal wanneer hy 'n werknemer gelas om gedurende die werkure wat in klousules 10 en 11 van hierdie Ooreenkoms voorgeskryf word, van die werk waar hy besig is om te werk na 'n ander werk te gaan, en sodanige werknemer moet teen sy gewone loon betaal word vir die tyd wat hy aan sodanige reis bestee.

9. BUITEWERK.

(1) 'n Werkgewer wat 'n werknemer stuur om buitewerk te gaan verrig binne die gebied waarop hierdie Ooreenkoms van toepassing is, moet ondergenoemde vervoer- en/of slaapplektoelae betaal; met dien verstande dat sodanige werkgewer, in plaas van die toelae, geskikte vervoer en/of slaapplek (laasgenoemde moet naby die werk geleë wees) mag verskaf of daarvoor mag betaal:—

- (a) Wanneer 'n werknemer in staat is om elke dag huis toe terug te keer en dit doen, 'n toelae van 5 sent per myl;
- (b) (i) wanneer 'n werknemer nie in staat is om daaglik terug te keer huis toe nie, 'n toelae van 5 sent per myl aan die begin en einde van die werk;
- (ii) wanneer 'n werknemer nie in staat is om daaglik terug te keer huis toe nie, 'n verblyftoelae van een rand per nag vir elke nag wat hy by die werk deurbring;
- (iii) wanneer daar redelikerwyse verklaar kan word dat 'n werknemer in staat is om oor die naweek huis toe te gaan en teen die gewone begintyd op die Maandag (of Dinsdag indien die Maandag ingevolge hierdie Ooreenkoms 'n vakansiedag is) terug te keer, en dit doen, moet dié werknemer 'n toelae van 5 sent per myl betaal word; met dien verstande dat daar geen toelae betaalbaar is nie indien die naweekrit nie onderneem word nie en geen loon vir die tyd wat aan een reis gedurende dié naweek bestee is, betaalbaar is nie.

(2) (a) Time spent in travelling to and from the job [vide sub-clause (1), paragraphs (a) and (b) (i)], shall be outside the ordinary hours of work prescribed in this Agreement.

(b) Where an employee is sent from one job to another during normal working hours, such employee shall be paid at his normal rate of wages for the time spent in travelling.

(3) Where an employer elects to provide transport in lieu of the prescribed allowance, such transport shall leave the job not more than fifteen minutes after stopping time, otherwise such employee shall be paid at his normal rate of wages for the time required to wait.

10. HOURS OF WORK.

(1) The ordinary hours of work shall not exceed—

- (a) in the case of semi-skilled labourers, unskilled labourers and drivers of mechanical vehicles: 42 hours per week;
- (b) in the case of all other employees (other than watchmen): 40 hours per week.

(2) Subject to the provisions of clause 11 and of sub-clause (3) of this clause of the Agreement, an employer shall not require or allow an employee to work and an employee shall not work at times other than—

- (a) in the case of semi-skilled labourers, unskilled labourers and drivers of mechanical vehicles:—

Mon. to Thur.: 7.50 a.m. to 5.10 p.m.;

Fri.: 7.50 a.m. to 5.30 p.m.;

provided that on each day an interval is observed from 12.50 p.m. to 1.50 p.m.;

- (b) in the case of all other employees (other than watchmen)—

Mon. to Fri.: 8 a.m. to 5 p.m.;

provided that on each day an interval is observed from 1 p.m. to 2 p.m.;

provided further that should an employer find it not practicable for his employees to adhere to these hours he may work semi-skilled labourers, unskilled labourers and drivers of mechanical vehicles for the same hours as laid down for journeymen.

(3) (a) 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 11 of this Agreement.

(b) Where three shifts are being worked one of the shifts shall be worked within the times prescribed in sub-clauses (1) and (2) of this clause. In the case where two shifts only are worked an employee shall not start earlier than 6 a.m. or finish later than 3 p.m. for the first shift, or start earlier than 3 p.m. or finish later than 12 midnight for the second shift; an employee working any shift other than the shift laid down in sub-clauses (1) and (2) of this clause shall be paid and receive the wages payable under clause 4 of this Agreement, plus 10 per cent.

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

(4) No employee shall solicit, undertake or perform any work or ply his trade or any trade or sub-division thereof mentioned in the definition of "Building Industry", whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with this Agreement, nor on a Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day, or during the annual leave period, whilst in the employ of an employer in the Building Industry, except where the prior consent of the Council had first been obtained in writing; provided that such an employee may perform work for himself only.

(5) No work other than that specified in clause 11 (2) shall be performed by an employer or an employee on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day, Saturday, Sunday or during the annual leave period, without the prior consent of the Council.

(6) No employer shall require or permit an employee to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purpose of this sub-clause periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; provided further that sub-clauses (1), (2), (3) and (5) of this clause shall not apply to foremen or general foremen, and that sub-clauses (1), (2), (3), (5) and (6) of this clause shall not apply to watchmen.

(7) No watchman shall be required or permitted to work for more than six days in any one week.

11. OVERTIME.

(1) An employer shall not require or permit his employees to work and his employees shall not work overtime for more than two hours daily from Mondays to Fridays inclusive, without obtaining the prior consent of the Council, subject to the provisions of sub-clause (3) of this clause.

(2) (a) Reistyd na en van die werk [kyk subklousule (1), paragrawe (a) en (b) (i)] moet buite die gewone werkure val wat in hierdie Ooreenkoms voorgeskryf word.

(b) Wanneer 'n werknemer gedurende gewone werkure van een werk na 'n ander gestuur word, moet dié werknemer teen sy gewone loon betaal word vir die tyd wat hy aan reis bestee.

(3) Wanneer 'n werkgewer verkies om vervoer te verskaf in plaas van die voorgeskrewe toelae te betaal, moet die vervoer dié werk hoogstens 15 minute na die sluitingstyd verlaat; so nie moet dié werknemer teen sy gewone loon betaal word vir die tyd wat daar van hom verwag word om te wag.

10. WERKURE.

(1) Die gewone werkure mag hoogstens die volgende wees:—

- (a) In die geval van halfgeskoolde arbeiders, ongeskoolde arbeiders en bestuurders van meganiese voertuie: 42 uur per week;
- (b) in die geval van alle ander werknemers (uitgesonder wagte): 40 uur per week.

(2) Behoudens die bepalings van klousule 11 en van subklousule (3) van hierdie klousule van die Ooreenkoms, mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om ander tye as die volgende te werk nie en mag 'n werknemer nie ander tye werk nie as—

- (a) in die geval van halfgeskoolde arbeiders, ongeskoolde arbeiders en bestuurders van meganiese voertuie—

Maandag tot Donderdag: 7.50 vm. tot 5.10 nm.;

Vrydag: 7.50 vm. tot 5.30 nm.;

met dien verstande dat daar elke dag 'n pouse van 12.50 nm. tot 1.50 nm. in ag geneem moet word;

- (b) in die geval van alle ander werknemers (uitgesonder wagte)—

Maandag tot Vrydag: 8 vm. tot 5 nm.;

met dien verstande dat daar elke dag 'n pouse van 1 nm. tot 2 nm. in ag geneem moet word;

voorts met dien verstande dat indien 'n werkgewer sou vind dat dit nie vir sy werknemers doenlik is om hulle aan hierdie ure te hou nie, hy halfgeskoolde arbeiders, ongeskoolde arbeiders en bestuurders van meganiese voertuie dieselfde ure as dié wat in vakmanne vasgestel is, mag laat werk.

(3) (a) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte in enige tydperk van vier-en-twintig uur te werk met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van vier-en-twintig uur mag werk nie, uitgesonder op die voorwaardes wat in klousule 11 van hierdie Ooreenkoms voorgeskryf word;

(b) Waar daar drie skofte gewerk word moet een van die skofte binne die tye wat in subklousules (1) en (2) van hierdie klousule voorgeskryf word, gewerk word. In gevalle waar slegs twee skofte gewerk word, mag 'n werknemer nie voor 6 vm. begin of na 12 nm. ophou werk op die eerste skof nie, of voor 3 nm. begin of na 12 middernag ophou werk op die tweede skof nie; 'n werknemer wat enige ander skof werk as die skof wat in subklousule (1) en (2) van hierdie klousule vasgestel is, moet die loon betaald word, en dit ontvang, wat ingevolge klousule 4 van hierdie Ooreenkoms betaalbaar is, plus 10 persent.

(c) 'n Werkgewer wat van voorneme is om werknemers in diens te neem om in twee of meer skofte te werk, moet eers die Raad skriftelik van sodanige voorneme in kennis stel en die ure met waarin elke skof gewerk gaan word.

(4) Geen werknemer mag, terwyl hy in diens staan van 'n werkgewer in die Bounywerheid, vir besoldiging of andersins, van 'n namens enigiemand, buite die ure wat voorgeskryf word in die Ooreenkoms, of op 'n Saterdag, Sondag, Goëie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag, Nuwejaarsdag, of gedurende die jaarlikse verloftydperk, enige werk aanvra, onderneem of verrig, of 'n ambag of enige ambag of onderafdeling daarvan wat in die Ooreenkoms of in 'n Bounywerheid' gemeld word, beoefen nie, uitgesonder wanneer die skriftelike toestemming van die Raad vooraf verkry is; met dien verstande dat sodanige werknemers slegs vir homself werk mag doen.

(5) 'n Werkgewer of 'n werknemer mag geen ander werk as dié wat in klousule 11 (2) gespesifiseer word, op Goëie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag, Nuwejaarsdag, Saterdag, Sondag of gedurende die jaarlikse verloftydperk, verrig sonder dat die Raad vooraf sy toestemming daartoe verleen het.

(6) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om 'n onafgebroke tydperk van langer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur; met dien verstande dat werktydperke wat deur 'n pouse van minder as een uur onderbreek word by die toepassing van hierdie subklousule geag moet word aaneenlopend te wees; voorts met dien verstande dat subklousules (1), (2), (3) en (5) van hierdie klousule nie op voormanne of algemene voormanne van toepassing is nie en dat subklousules (1), (2), (3), (5) en (6) van hierdie klousule nie op wagte van toepassing is nie.

(7) Daar mag nie van 'n wag vereis of hy toegelaat word om meer as ses dae in 'n bepaalde week te werk nie.

11. OORTYDWERK.

(1) Behoudens die bepalings van subklousule (3) van hierdie klousule en tensy die toestemming van die Raad vooraf verkry is, mag 'n werkgewer nie van sy werknemers vereis of hulle toelaat om meer oortyd as twee uur daaglik van Maandag tot Vrydag te werk nie, en mag sy werknemers nie aldus werk nie.

(2) No employer shall require an employee to work and no employee shall work overtime in excess of the overtime specified in sub-clause (1) of this clause except in cases of—

- (a) emergency work or essential services, provided that the employer must, in such cases, notify the Secretary of the Council without delay of the fact that such overtime is worked and the circumstances necessitating such overtime; or
- (b) where the exigencies of the particular case demand that the work shall be performed with greater rapidity than would be possible by working the hours prescribed or as may be laid down in accordance with clause 10 of the Agreement, provided the consent of the Council shall first have been obtained.

(3) *Payment for Overtime.*—Overtime shall be paid for at the following rates:—

- (a) For the first two hours overtime per day from Mondays to Fridays, the hourly rate which the employee is receiving at the time, plus the holiday fund payment as prescribed in clause 29 of Part I of this Agreement for the class of employee concerned, provided that for the purpose of this clause the holiday fund payment in respect of apprentices, learners and minors shall be as follows:—

First year apprentices: 1½ cents per hour.
 Second year apprentices: 1½ cents per hour.
 Third year apprentices: 2 cents per hour.
 Fourth year apprentices: 2½ cents per hour.
 Fifth year apprentices: 2½ cents per hour.
 First year learner: 1½ cents per hour.
 Second year learner: 2 cents per hour.
 Third year learner: 2½ cents per hour.
 Minors: 1½ cents per hour.

- (b) For overtime worked in excess of two hours per day from Mondays to Fridays and for time worked prior to noon on Saturdays; one and a quarter times the hourly rate which the employee is receiving at the time.
- (c) For overtime worked after noon on Saturdays and on Sundays and paid public holidays in terms of this Agreement, one and one third times the hourly rate the employee is receiving at the time.
- (4) The provisions of this clause shall not apply to watchmen.

12. TERMINATION OF EMPLOYMENT.

(1) Subject to the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient, any employer desirous of terminating the employment of an employee and any employee desirous of terminating his employment with an employer shall—

- (a) in the case of general foremen, foremen, carpenters, ceiling fixers, joiners, electricians and plumbers, give not less than two hours' notice of such termination; and
- (b) in the case of all other employees not less than one hour's notice of such termination.

(2) Any journeyman, general foreman or foreman requiring payment of wages due to be made on the day of termination shall give his notice to the employer before 10 a.m. on the day of termination of his employment, otherwise payment of wages due may, in consequence, take place the next working day.

(3) The notice period in the case of employees mentioned in paragraph (a) of sub-clause (1) of this clause shall become operative at the beginning of the last two hours of the working day and the employee shall be permitted during the two hours' notice period to put his tools in working order and thereafter he shall resume and continue his work until the normal stopping time.

(4) The notice period in the case of employees mentioned in paragraph (b) of sub-clause (1) of this clause shall become operative at the beginning of the last hour of the working day and the employee, other than unskilled labourers, semi-skilled labourers, drivers of mechanical vehicles or watchmen, shall be permitted during the one hour notice period to put his tools in working order and thereafter he shall resume and continue his work until the normal stopping time.

(5) Notwithstanding anything to the contrary contained in this agreement, termination of employment of a journeyman, general foreman or foreman shall not in any case take place before the normal stopping time on the day stated when giving notice of termination of employment.

13. STORAGE AND PROVISION OF TOOLS, ETC.

(1) A suitable place, which for the purpose of this clause means structure capable of being securely locked, shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops and on jobs other than jobbing work shall be insured by the employer against loss by fire, the maximum liability to be R40 in respect of each employee.

(2) Employers shall supply grindstones or emery wheels for sharpening tools on the job. This sub-clause shall not apply to jobbing work.

(3) Employers shall provide in the case of—

- (a) *Asphalters.*—Rollers, brushes and straight-edges.
- (b) *Carpenters.*—All cramps, handscrews, glue brushes, wrenches, crowbars, augers and bits over 12 inches long and all hammers over 3 lb., hacksaw blades and saws for cutting asbestos.

(2) Geen werkgewer mag van 'n werknemer vereis om meer oortyd as die oortyd wat in subklousule (1) van hierdie klousule gemeld word, te werk nie, en geen werknemer mag aldus oortyd werk nie, behalwe in gevalle—

- (a) van noodwerk of noodsaaklike dienste, met dien verstande dat die werkgewer in sodanige gevalle die Sekretaris van die Raad sonder versuim moet verwittig van die feit dat sodanige oortyd gewerk word en van die omstandighede wat sodanige oortydwerk nodig maak; of
- (b) waar die dringendheid van die besondere geval vereis dat die werk spoediger verrig word as wat moontlik sou wees deur die voorgeskrewe ure of die ure wat ooreenkomstig klousule 10 van die Ooreenkoms vasgestel mag word, te werk, met dien verstande dat die toestemming van die Raad vooraf verkry moet word.

(3) *Betaling vir oortydwerk.*—Daar moet soos volg vir oortydwerk betaal word:—

- (a) Vir die eerste twee uur oortydwerk per dag van Maandag tot Vrydag, die uurloon wat die werknemer op dié tydstop ontvang, plus die vakansiefondsbetaling soos voorgeskryf in klousule 29 van Deel I van hierdie Ooreenkoms vir die betrokke klas werknemer, met dien verstande dat die vakansiefondsbetaling ten opsigte van vakleerlinge, leerlinge en minderjariges by die toepassing van hierdie klousule soos volg moet wees:—

Vakleerlinge in hul eerste jaar: 1½ sent per uur.
 Vakleerlinge in hul tweede jaar: 1½ sent per uur.
 Vakleerlinge in hul derde jaar: 2 sent per uur.
 Vakleerlinge in hul vierde jaar: 2½ sent per uur.
 Vakleerlinge in hul vyfde jaar: 2½ sent per uur.
 Leerlinge in hul eerste jaar: 1½ sent per uur.
 Leerlinge in hul tweede jaar: 2 sent per uur.
 Leerlinge in hul derde jaar: 2½ sent per uur.
 Minderjariges 1½ sent per uur.

- (b) Vir alle oortyd wat daar meer as twee uur per dag van Maandag tot Vrydag en vir tyd wat daar voor 12-uur middag op Saterdag gewerk word, een en 'n kwart maal die uurloon wat die werknemer op dié tydstop ontvang.
- (c) Vir oortyd wat daar na 12-uur middag op Saterdag en op Sondae en betaalde openbare vakansiedae ingevolge hierdie Ooreenkoms gewerk word, een en 'n derde maal die uurloon wat die werknemer op dié tydstop ontvang.
- (4) Die bepalinge van hierdie klousule is nie op wage van toepassing nie.

12. DIENSBEÏNDIGING.

(1) Behoudens die reg van 'n werkgewer of 'n werknemer om diens sonder opsegging om enige regsgeldige rede te beëindig, moet 'n werkgewer wat die diens van 'n werknemer wil beëindig en 'n werknemer wat sy diens by 'n werkgewer wil beëindig—

- (a) in die geval van algemene voormanne, voormanne, timmermans, plafoninsitters, skrynwerkers, elektrisiëns en loodgieters, minstens twee uur kennis van sodanige beëindiging gee; en
- (b) in die geval van alle ander werknemers minstens een uur kennis van sodanige beëindiging.

(2) 'n Ambagsman, algemene voorman of voorman wat eis dat 'n loon wat verskuldig is op die dag van beëindiging betaal word, moet sy diens voor 10 vm. op die dag van diensbeëindiging by sy werkgewer opse, anders mag die verskuldigde loon as gevolg daarvan op die volgende werkdag betaal word.

(3) Die opseggingstydperk in die geval van werknemers wat in paragraaf (a) van subklousule (1) van hierdie klousule gemeld word, geld vanaf die begin van die laaste twee uur van die werkdag en die werknemer moet gedurende die opseggingstydperk van twee uur toegelaat word om sy gereedskap in werkende orde te bring en daarna moet hy weer met sy werk begin en daarmee voortgaan tot op die tydstop waarop die werk gewoonlik gestaak word.

(4) Die opseggingstydperk in die geval van werknemers wat in paragraaf (b) van subklousule (1) van hierdie klousule gemeld word, geld vanaf die begin van die laaste uur van die werkdag en die werknemer, uitgesonderd ongeskoolde arbeiders, halfgeskoolde arbeiders, bestuurders van meganiese voertuie of wage, moet gedurende die opseggingstydperk van een uur toegelaat word om sy gereedskap in goeie orde te bring en daarna moet hy sy werk hervat en daarmee voortgaan tot op die tydstop waarop die werk gewoonlik gestaak word.

(5) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, mag die diensbeëindiging van 'n ambagsman, algemene voorman of voorman onder geen omstandighede plaasvind nie voor die tydstop waarop die werk gewoonlik gestaak word op die gemelde dag wanneer die diens opgesê word.

13. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgewer moet 'n geskikte plek, wat vir die toepassing van hierdie klousule 'n bouwerk wat behoorlik gesluit kan word, beteken, by alle werkplekke verskaf sodat gereedskap daarin toegesluit kan word. Dit is nie op kontrakwerk van toepassing nie. Die werkgewer moet alle werknemersgereedskap in werkwinkels en by werkplekke, uitgesonderd kontrakwerk, teen verlies deur brand verseker word met 'n maksimum aanspreeklikheid van R40 ten opsigte van elke werknemer.

(2) Die werkgewers moet slypstene of amarilskywe vir die skerpmaak van gereedskap by die werkplek verskaf. Hierdie subklousule is nie op kontrakwerk van toepassing nie.

- (c) *Masons and Stonecutters.*—Tools for working granite or hand stone claws and safety goggles. Suitable sheds 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; an employee to sharpen all tools.
- (d) *Painters, Glaziers and Paperhangers.*—All tools except putty knives, glass cutters, dusters and paperhangers' brushes and scissors.
- (e) *Plasterers.*—Dagga boards and stands of approximately 2 feet 6 inches height, rollers, straight-edges and special granolithic tools.
- (f) *Plumbers and Gasfitters.*—Machines used in shop or on job:—
 Stake and riveting bars and drills of all sizes.
 Screwing tackle, such as stock, dies, taps and ratchets.
 Pipe-cutting tools and vices.
 Special and heavy caulking irons and fibre-pots.
 Metal pots and large ladles.
 Chisels, punches and wall pins over 9 inches in length.
 Soldering irons.
 Files and hacksaw blades.
 Mandrills over 2 inches in diameter.
 Rivet sets from No. 12 rivet and over, and grooving tools.
 Sheet metal workers' mallets and heavy dressers.
 Punches over $\frac{1}{4}$ (quarter) inch in diameter, hollow or solid.
 Wrenches and tongs over 12 inches in length.
- (g) *Electricians.*—Large files, all vices, large chisels, saw blades, hoe cutting tools for draw in boxes and screw cutting tools, all hammers over 2 lb. and high speed drills, metal pots and ladles.

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

Employers and employees shall observe the following rules:—

(1) *Plasterers' Modelling Shops.*—The filling of moulds shall be carried out by unskilled labourers under the supervision of an employee who shall be paid not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of Part I of this Agreement, and no employee so employed shall accept wages at a lower rate.

(2) *Concrete Work.*—(a) An employee employed to perform any of the following operations:—

- Making or erecting shuttering;
- finishing surfaces;
- supervising erection and fixing of reinforcing;
- supervising levelling and other concrete work;

shall be paid not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of Part I of this Agreement, and no employee so employed shall accept wages at a lower rate;

(d) Every employer shall employ an employee at a rate of pay not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of Part I of this Agreement, who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(3) *Stone Work.*—(a) (i) An employer shall not employ any person other than a mason as an operator of a stone turning and planing machine and/or of a diamond and carborundum sawing machine unless such person is in receipt of wages not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of Part I of this Agreement, and no employee so employed shall accept wages at a lower rate;

(ii) an employer shall not employ any person other than a qualified mason on work usually performed by masons, other than the work defined under the definition of semi-skilled labourer.

(b) An employer shall pay an employee employed in fixing saw blades, setting stones ready for sawing and/or fixing or levelling all stones for polishing machines, wages at not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of Part I of this Agreement, and no employee so employed shall accept wages at a lower rate;

(c) an employer shall not permit masons' bankers to be less than 6 feet apart or dust to be blown off with exhaust or compressed air during working hours;

(d) all squared stone must be worked in the employers' 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 a safe distance from the working face of the quarry.

(4) *Scaffolding.*—An employer shall ensure that all scaffolding is constructed of sound material and that it is erected under the supervision of a rigger or other person to whom the employer shall pay not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of Part I of this Agreement, and no employee so employed shall accept wages at a lower rate.

(3) Werkgewers moet die volgende verskaf in die geval van:—

- (a) *Asfaltwerkers.*—Rollers, borsels en reihoute.
- (b) *Timmermans.*—Alle klampe, handskroewe, lymkwaste, moersleutels, koeverte, awegare en snystukke langer as 12 duim en alle hamers swaarder as 3 lb., ystersaagblaie en sae om asbes mee te saag.
- (c) *Klipmesselaars en -kappers.*—Gereedskap om graniet mee te bewerk of handsteenkloue en skermbrille. Geskikte afdakke vir klipkappers, waarvan die dak minstens 10 voet hoog moet wees. Hierdie reël geld nie by klein werksies op boupersele nie;
 'n Werknemer om alle gereedskap skerp te maak.
- (d) *Skilders, ruitinsitters en plakkers.*—Alle gereedskap, uitgesonderd stopverfmesse, grassnyers, stoffers en plakkwaste en skêre.
- (e) *Pleisteraars.*—Daghaplanke en staanders ongeveer 2 voet 6 duim hoog, rollers, reihoute en spesiale gereedskap vir granoliet.
- (f) *Loodgieters en gasaanlêers.*—Masjiene wat in 'n werkwinkel of by 'n werk gebruik word.
 Afsteekpenne en klinkstawe en bore van alle groottes
 Draadsnygereedskap soos stokke en snymoere, snytappes en ratels.
 Pypsnijgereedskap en -skroewe.
 Spesiale en swaar kalfaatysters en vuurkonkas.
 Metaalpotte en groot gietlepels.
 Beitel, pons en muurpenne langer as 9 duim.
 Soldeerboute.
 Vyle en ystersaagblaie.
 Drewels meer as 2 duim in deursnee.
 Klinknaelstelle van grootte No. 12 en groter, en groefkappereedskap.
 Plaatmetaalwerkershamers en swaar klophammers.
 Pons, hol of solied, meer as $\frac{1}{4}$ (kwart) duim in deursnee
 Moersleutels en tange langer as 12 duim.
- (g) *Elektrisiërs.*—Groot vyle, alle skroewe, groot beitel, saagblaie, gatsnygereedskap vir intrekkaste en draadsnygereedskap, alle hamers swaarder as 2 lb. en sneldraibore metaalpotte en gietlepels.

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

Werkgewers en werknemers moet die volgende reëls nakom:—

(1) *Boetseerwerkwinkels van pleisteraars.*—Vorms moet deur ongeskoolde arbeiders gevul word onder die toesig van 'n werknemer wat minstens die loon betaal word wat in klousule 4 (1) (a) (iv) van Deel I van hierdie Ooreenkoms vir vakmanne voorgeskryf word, en 'n werknemer wat aldus werk, mag nie lone teen 'n laer skaal aanneem nie.

(2) *Betonwerk.*—(a) 'n Werknemer wat in enigeen van onderstaande werksaamhede werksaam is:—

- Bekisting maak of oprig;
- oppervlaktes afwerk;
- toesig hou oor die oprigting en aanbring van wapening;
- toesig hou oor gelykmaak en ander betonwerk;

moet minstens die loon betaal word wat in klousule 4 (1) (a) (iv) van Deel I van hierdie Ooreenkoms vir vakmanne voorgeskryf word, en 'n werknemer wat aldus werk, mag nie lone teen 'n laer skaal aanneem nie.

(d) Elke werkgever moet 'n werknemer in diens neem teen minstens die loonskaal wat in klousule 4 (1) (a) (iv) van Deel I van hierdie Ooreenkoms vir vakmanne voorgeskryf word, wat werksaam moet bly terwyl beton *in situ* gegoo word, en die enigste plig van hierdie werknemer is om toesig te hou oor andere wat hierdie klas werk verrig.

(3) *Klipwerk.*—(a) (i) 'n Werkgever mag niemand anders as 'n klipmesselaar in diens neem om 'n klipdraai- en klip skaafmasjien en/of 'n diamant- en karborundumsaagmasjien te bedien nie, tensy sodanige persoon minstens die loon ontvang wat in klousule 4 (1) (a) (iv) van Deel I van hierdie Ooreenkoms vir vakmanne voorgeskryf word, en geen werknemer wat aldus werk mag nie lone teen 'n laer skaal aanneem nie;

(ii) 'n werkgever mag niemand anders as 'n gekwalifiseerde klipmesselaar in diens neem vir werk wat gewoonlik deur 'n klipmesselaar gedoen word, uitgesonderd vir die werk wat by die omskrywing van 'n halfgeskoolde arbeider omskryf word.

(b) 'n Werkgever moet werknemers wat saagblaie insit alle klip regsit vir saagwerk en/of klip vas- en gelyksit vir poleersmasjiene, minstens die loon betaal wat in klousule 4 (1) (a) (iv) van Deel I van hierdie Ooreenkoms vir vakmanne voorgeskryf word, en geen werknemer wat aldus werk moet lone teen 'n laer skaal aanneem nie;

(c) 'n Werkgever mag nie toelaat dat klipwerkbank minder as 6 voet van mekaar af is of dat stof gedurende werke met uitlaat- of druklug afgeblaas word nie;

(d) Alle haakse klip moet in die werkgever se werkplaa of op die werkplek bewerk word, maar mag by die steengroef kleiner gekap word deur slegs 'n splinterhamer te gebruik. Wanneer die werkgever se werkplaa by die steengroef geleë is, moet dit op 'n veilige afstand van die werkfront van die steengroef af wees.

(4) *Steiers.*—'n Werkgever moet verseker dat alle steierwerke behoorlik opgerig word van gawe, defekvrye materiaal en dat dit opgerig word onder die toesig van 'n steierman (touwwerker) of ander werknemer aan wie die werkgever minstens die loon betaal wat in klousule 4 (1) (a) (iv) van Deel I van hierdie Ooreenkoms vir vakmanne voorgeskryf word, en geen werknemer wat aldus werksaam is, mag nie lone teen 'n laer skaal aanneem nie.

15. WET WEATHER.

(1) *Shelter*.—At any site where building operations are being conducted employers shall provide shelter in which employees may take cover during wet weather.

(2) *Payment*.—An employee who is on the job at starting time during wet weather shall receive payment of one hour's pay irrespective of whether he works during that time or not.

16. LATRINES.

Sanitary accommodation shall be provided by all employers on all jobs for Europeans and Non-Europeans separately.

17. REFRESHMENTS.

Every employer shall provide a person and a suitable receptacle for boiling water for the preparation of tea for his employees in the morning and at the lunch interval. No employee may leave the position where he is working for tea in the morning. The tea interval shall be allowed from 10 a.m. to 10.15 a.m. and shall be deemed to be part of the ordinary hours of work.

18. WORKING EMPLOYER OR WORKING PARTNER.

Any working employer or working partner shall observe the working hours and other conditions prescribed for journeymen in this Agreement.

19. ADMINISTRATION OF AGREEMENT.

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

20. EXPENSES OF THE COUNCIL.

(1) (a) For the purpose of meeting the expenses of the Council, each employer shall, on each pay-day, deduct seven cents from the earnings of each employee employed by him for whom wages are laid down in paragraphs (iii), (iv), (viii) and (ix) of sub-clause (1) (a) of clause 4 of Part I, and in paragraphs (i) and (ii) of sub-clause (1) of clause 4 of Part II of this Agreement.

(b) In respect of each seven cents deducted in terms of sub-clause (1) (a) of this clause from the earnings of employees for whom wages are laid down in paragraphs (iii), (iv), (viii) and (ix) of sub-clause (1) (a) of clause 4 of Part I, and in paragraphs (i) and (ii) of sub-clause (1) of clause 4 of Part II, each employer shall contribute three cents.

(c) Where an employer did not employ any employees as specified in sub-clause (1) (a) of this clause in any one calendar month, such an employer shall contribute twenty cents in respect of each Friday in such a month to the Council.

(d) All deductions and contributions made in terms of this clause shall be paid to the Council by the employer in the manner prescribed in sub-clause (2) of this clause.

(2) (a) All amounts payable in accordance with the provisions of sub-clause (1) of this clause shall be paid to the Council before the 7th day of the month following the month to which the amounts refer.

(b) Particulars of all amounts paid in terms of this sub-clause shall be shown in detail in the form prescribed in Annexure (B) to this Agreement.

(c) Where an employer did not employ any employees as specified in sub-clause (1) (a) of this clause during any month, such an employer shall nevertheless submit a return before the 7th day of the following month with the words "No Employees" written across the form (Annexure B), together with the contribution prescribed in sub-clause (1) (c) of this clause.

(d) All returns (Annexure B) shall bear the signature of the employer or the signature of his duly authorised representative and shall be lodged with the Secretary of the Council on or before the 7th day of the month following the month to which it refers.

21. 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 power to fix the conditions under and the period for which any exemption shall operate.

(3) A licence of exemption signed by the Secretary of the Council shall be issued to every person exempted and a copy of each such exemption shall be forwarded to the Divisional Inspector, Department of Labour, Port Elizabeth.

(4) A licence of exemption may be withdrawn at any time by the Council during the period for which it was granted. An employer or employee shall observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if it were a term of this Agreement.

22. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry who is not already registered with the Council in pursuance of a previous Agreement, shall, within three days of the date of becoming an employer, or of this Agreement coming into force, whichever is the later, forward to the Secretary of the Council the following particulars:—

- (i) His full name.
- (ii) His business address.
- (iii) The trade or trades which he is carrying on in the Industry.
- (iv) The full title or style under which his business is to be conducted.

15. NAT WEER.

(1) *Skulping*.—'n Werkgewer moet op enige terrein waar bou-werksaamhede verrig word, skulping verskaf waarin werknemers skulping in nat weer kan vind.

(2) *Betaling*.—'n Werknemer wat in nat weer begintyd by die werk is, moet vir een uur betaal word afgesien daarvan of hy gedurende daardie tyd werk of nie.

16. LATRINES.

Alle werkgewers moet vir Blankes en nie-Blankes afsonderlike sanitêre geriewe op alle werkplekke verskaf.

17. VERVERSINGS.

Elke werkgewer moet 'n persoon en 'n geskikte houer verskaf vir die kook van water om tee te maak in die oggendpouse en middagpouse vir sy werknemers. Geen werknemer mag die posisie waar hy werk soggens vir tee verlaat nie. Die teepouse word vanaf 10 vm. tot 10.15 vm. toegelaat en word geag deel van die gewone werkure uit te maak.

18. WERKENDE WERKGEWER OF WERKENDE VENNOOT.

Alle werkende werkgewers of werkende vennote moet die werke en ander voorwaardes nakom wat vir vakmanne in hierdie Ooreenkoms voorgeskryf word.

19. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die Ooreenkoms en mag vir die leiding van die werk-gewers en die werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

20. ONKOSTE VAN DIE RAAD.

(1) (a) Ten einde die onkoste van die Raad te bestry, moet elke werkgewer op elke betaaldag 7 sent aftrek van die verdienste van elke werknemer in sy diens vir wie lone in paragrawe (iii), (iv), (viii) en (ix) van subklousule (1) (a) van klousule 4 van Deel I, en in paragrawe (i) en (ii) van subklousule (1) van klousule 4 van Deel II van hierdie Ooreenkoms vasgestel word.

(b) Ten opsigte van elke 7 sent wat afgetrek word ooreenkomstig subklousule (1) (a) van hierdie klousule van die verdienste van werknemers vir wie lone in paragrawe (iii), (iv), (viii) en (ix) van subklousule (1) (a) van klousule 4 van Deel I, en in paragrawe (i) en (ii) van subklousule (1) van klousule 4 van Deel II vasgestel word, moet elke werkgewer 3 sent bydra.

(c) Wanneer 'n werkgewer geen werknemers, soos in subklousule (1) (a) van hierdie klousule gespesifiseer, in 'n bepaalde kalendermaand in sy diens gehad het nie, moet sodanige werkgewer 20 sent ten opsigte van elke Vrydag in sodanige maand tot die fondse van die Raad bydra.

(d) Die werkgewer moet alle bedrae wat afgetrek en wat bygedra word ooreenkomstig hierdie klousule, aan die Raad betaal op die wyse wat in subklousule (2) van hierdie klousule voorgeskryf word.

(2) (a) Alle bedrae wat ooreenkomstig die bepalings van subklousule (1) van hierdie klousule betaalbaar is, moet voor die 7de dag van die maand wat volg op die maand waarop die bedrae betrekking het, aan die Raad betaal word.

(b) Besonderhede van alle bedrae wat ingevolge hierdie subklousule betaal is, moet in detail in die vorm voorgeskryf in Aanhangel (B) van hierdie Ooreenkoms aangetoon word.

(c) Wanneer 'n werkgewer in 'n maand geen werknemers, soos gespesifiseer in subklousule (1) (a) van hierdie klousule, in sy diens gehad het nie, moet sodanige werknemer nogtans voor die 7de dag van die daaropvolgende maand 'n opgawe indien met die woorde "Geen Werknemers" oor die vorm (Aanhangel B) geskryf, saam met die bydrae wat in subklousule (1) (c) van hierdie klousule voorgeskryf word.

(d) Alle opgawes (Aanhangel B) moet deur die werkgewer of sy behoorlik gemagtigde verteenwoordiger onderteken word en moet voor of op die 7de dag van die maand wat volg op die maand waarop dit betrekking het, by die Sekretaris van die Raad ingedien word.

21. VRYSTELLINGS.

(1) Die Raad mag om 'n goeie en afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes waarop en die tydperk wat 'n vrystelling geld, vas te stel.

(3) 'n Vrystellingsertifikaat wat deur die Sekretaris van die Raad onderteken is, moet aan elke persoon wat vrygestel word, uitgereik word, en 'n afskrif van elke sodanige vrystelling moet aan die Afdelingsinspekteur, Departement van Arbeid, Port Elizabeth, gestuur word.

(4) Die Raad mag te eniger tyd gedurende die tydperk waarvoor dit verleen is, 'n vrystellingsertifikaat intrek. 'n Werkgewer of werknemer moet die bepalings wat deur 'n vrystellingsertifikaat opgelê word, op dieselfde wyse nakom, uitvoer en verrig asof dit 'n bepaling van hierdie Ooreenkoms is.

22. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer in die Nywerheid wat nie reeds ingevolge 'n vorige Ooreenkoms by die Raad geregistreer is nie, moet binne drie dae nadat hy 'n werkgewer geword het, of nadat hierdie Ooreenkoms van krag word, naamlik die jongste datum, onderstaande besonderhede aan die Sekretaris van die Raad stuur:—

- (i) Sy volle naam.
- (ii) Sy besigheidsadres.
- (iii) Die saak of sake waarin hy in die Nywerheid handel dryf.
- (iv) Die volle titel of benaming waarvolgens sy besigheid gedryf gaan word.

(b) Every individual employer, partnership or company shall, not later than fourteen days of the date of becoming an employer, complete a statement in the manner prescribed by the Council attesting to his/their full understanding of his/their obligations in terms of this Agreement, and undertaking to observe and abide by the said terms; furthermore he/they shall state that he/they has/have complied with the requirements of section ninety-six (1) of the Workmen's Compensation Act (Act No. 30 of 1941), such statement to be completed and sworn to before a Commissioner of Oaths or Justice of the Peace. The costs of stationery and revenue stamps shall be borne by the Council.

(c) (i) Where the employer is a partnership or company information in accordance with sub-clause (1) (a) (i) 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) notify the Council, in writing, within fourteen days, of any change in the title, style, management, partners or address of such business;

(bb) give notice, in writing, to the Council, within fourteen 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;

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

(2) The Council shall maintain a register of all employers and partnerships referred to in sub-clause (1) hereof; provided that sub-clauses (1) (a), (1) (b) and (1) (c) (i) of this clause shall not apply to employers already registered with the Council on the coming into force of this Agreement.

23. NOTICE BOARDS.

Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board approved by the Council showing the name and business address of such employer or partnership.

24. TIME AND WAGE RECORDS.

The employer shall keep such time and wage records as are prescribed by regulation under the Act.

25. AGENTS.

(1) The Council shall appoint one or more persons as agents to assist in giving effect to the provisions of this Agreement. An agent shall have the right to—

(a) enter any premises or place in which the Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons as he thinks fit in regard to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;

(c) require the production of, and inspect, examine or copy such books, time-sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

26. EXHIBITION OF AGREEMENT.

An employer shall cause a legible copy of this Agreement in both official languages to be exhibited in every workshop or yard where he carries on business, in a conspicuous position easily accessible to all his employees, in addition to the notices he is required to exhibit by section fifty-eight of the Act.

27. ENGAGEMENT OF EMPLOYERS.

(1) No member of the employers' organisations shall employ an employee unless such an employee is a member of any of the trade unions, and no member of the trade unions shall work for an employer who is not a member of any of the employers' organisations; provided that a member of the employers' organisations may employ any employee who is not eligible for membership of the trade unions; provided further that, apart from the rights of an aggrieved person in terms of Section 51 (10) of the Act, this clause shall not apply where an employer or employee has in the opinion of the Council been refused membership of a party to the Agreement without reasonable cause.

(2) Proof of membership of any of the trade unions shall be the production of a current quarterly working card provided by the Council and issued by the trade union concerned, and such working card shall be produced by the employee on demand.

(3) The provisions of this clause 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 clause shall immediately come into operation.

(b) Elke individuele werkgewer, vennootskap of maatskappy moet hoogstens 14 dae na die datum waarop hy 'n werkgewer geword het, 'n staat invul op die wyse wat deur die Raad voorgeskryf word, waarin hy verklaar dat hy sy verpligtinge ingevolge hierdie Ooreenkoms ten volle begryp, en waarin hy onderneem om gemelde verpligtinge na te kom en hom daaraan te hou; voorts moet hy verklaar dat hy die vereistes van artikel ses-en-negentig (1) van die Ongevallewet (Wet No. 30 van 1941), nagekom het, en sodanige verklaring moet voor 'n kommissaris van ede of 'n vrederechter ingevul en beëdig word. Die koste verbonde aan skryfbehoeftes en inkomstescëls moet deur die Raad gedra word.

(c) (i) Wanneer die werkgewer 'n vennootskap of maatskappy is, moet die inligting ooreenkomstig subklousule (1) (a) (i) van hierdie klousule ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris, aan die Raad verskaf word.

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

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

(bb) die Raad binne 14 dae skriftelik in kennis stel van enige permanente verandering in die aard van die besigheids-werksaamhede of enige addisionele werksaamhede wat onder die bestaande geregistreerde naam, titel of benaming verrig word;

(cc) die Raad binne 14 dae skriftelik in kennis stel dat werksaamhede in die Eounywerheid gestaak is.

(2) Die Raad moet 'n register byhou van alle werkgewers en vennootskappe wat in subklousule (1) hier-van bedoel word, met dien verstande dat subklousules (1) (a), (1) (b) en (1) (c) (i) van hierdie klousule nie op werkgewers wat alreeds by die Raad geregistreer is wanneer hierdie Ooreenkoms van krag word, van toepassing is nie.

23. KENNISGEWINGEORDE.

Elke werkgewer en alle werkgewers wat in vennootskap werk, moet, waar hy of hulle ook al bouwerksaamhede verrig, 'n kennisgewingbord wat deur die Raad goedgekeur is, en wat die naam en besigheidsadres van sodanige werkgewer of vennootskap aantoon, op 'n opvallende plek waartoe die publiek toegang het, vertoon.

24. TYD- EN LOONREGISTERS.

Die werkgewer moet dié tyd- en loonregisters hou wat by die regulasies ingevolge die Wet voorgeskryf word.

25. AGENTE.

(1) Die Raad moet een of meer persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) enige perseel of plek waarin die nywerheid beoefen word, te enigeer tyd te betree wanneer hy redelike grond het om te vermoed dat enigeen daarin werksaam is;

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

(c) te vereis dat dié boeke, tydstaats, registers of dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondersoek of 'n afskrif daarvan te maak.

26. VERTONING VAN OOREENKOMS.

'n Werkgewer moet bo en behalwe die kennisgewings wat van hom verwag word om ingevolge artikel agt-en-veertig van die Wet te vertoon, 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale in elke werkwinkel of werkplaas waar hy besigheid dryf, op 'n opvallende plek wat maklik vir sy werknemers toeganklik is, laat vertoon.

27. INDIENSNEEMING VAN WERKNEMERS.

(1) Geen lid van die werkgewersorganisasies mag 'n werknemer in diens neem nie tensy sodanige werknemer 'n lid is van enigeen van die vakverenigings, en geen lid van die vakverenigings mag werk vir 'n werkgewer wat nie 'n lid van enigeen van die werkgewersorganisasies is nie; met dien verstande dat 'n lid van die werkgewersorganisasies enige werknemer wat nie vir lidmaatskap van die vakverenigings in aanmerking kom nie, 'n diens mag neem; voorts met dien verstande dat, afgesien van die regte van 'n benadeelde ingevolge artikel een-en-veertig (10) van die Wet, hierdie klousule nie van toepassing is nie wanneer 'n werkgewer of 'n werknemer na die mening van die Raad lidmaatskap tot 'n party by die Ooreenkoms sonder grondige rede geweier is.

(2) As bewys van lidmaatskap van enigeen van die vakverenigings dien die voorlegging van 'n geldige kwartaalwerkkartaat wat deur die Raad verskaf en deur die betrokke vakvereniging uitgereik word, en sodanige werkkartaat moet op aanvraag deur die werknemer getoon word.

(3) Die bepalings van hierdie klousule is nie ten opsigte van 'n immigrant van toepassing nie gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het, met dien verstande dat, indien 'n immigrant te eniger tyd na die eerste drie maande nadat hy in die Nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik van krag word.

(4) A member of a trade union who is unable to obtain employment with a member of the employers' organisations shall not undertake employment with an employer who is not a member of the employers' organisations unless the prior consent of the Council is obtained in writing.

(5) The provisions of this clause shall apply with equal force to those employees who are employed in the capacity of foremen or general foremen; provided that the provisions of this clause shall not apply to general foremen who are not eligible for membership of a trade union party to this Agreement or who have held an exemption from the provisions of this clause for a period of three or more years prior to the coming into operation of this Agreement.

28. EMPLOYMENT OF MINORS.

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

29. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

(1) (a) Every employer shall grant and every employee shall take leave beginning at the normal starting time and ending at the normal stopping time on the undermentioned dates:—

- 17th December, 1963, to 4th January, 1964 (inclusive);
- 17th December, 1964, to 4th January, 1965 (inclusive);
- 17th December, 1965, to 4th January, 1966 (inclusive);
- 17th December, 1966, to 4th January, 1967 (inclusive);
- 18th December, 1967, to 5th January, 1968 (inclusive);

except—

- (i) in the case of emergency work or essential services when the employer must notify the Secretary of the Council without delay; or
- (ii) in the case where the prior permission of the Council has first been obtained.

(b) In the case of exemptions under sub-paragraphs (i) and (ii) of paragraph (a) hereof every employer shall grant and every employee shall take an equivalent number of days' leave (i.e. 19 days) in an unbroken period ending not later than the 15th day of April following. The dates of such substituted leave shall be notified to the Secretary of the Council, in writing, before the commencement of such leave; provided that in the event of the compulsory public holidays referred to in sub-clause (2) of this clause falling within any period of substituted leave, a further full day's leave shall be added to such period of leave in respect of each compulsory public holiday falling within such period of leave.

(c) In the case of electricians the provisions of sub-clause (1) [excepting paragraph (b)] and sub-clause (2) of clause 6 of Part II of the Agreement shall, *mutatis mutandis*, apply in lieu of the provisions of sub-clause (1) of this clause.

(2) (a) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be compulsory paid holidays for all employees (except watchmen) for whom wages are prescribed in clause 4 of Part I of this Agreement. Payment shall be made in the manner provided for and at the rates prescribed in the further provisions of this clause.

(b) No employee referred to in paragraph (a) of this sub-clause shall receive payment of wages in respect of Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day directly from his employer at the time, but shall be compensated in lieu thereof through the medium of the provisions of sub-clause (3) of this clause; provided that this prohibition shall not apply to apprentices, minors or learners.

(c) Apprentices, minors and learners shall be paid in respect of Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day as though they had, in fact, worked on those days.

(3) (a) In addition to the remuneration payable in terms of clause 4 of Part I of this Agreement every employer shall pay to—

- (i) unskilled labourers, semi-skilled labourers, drivers of mechanical vehicles, journeymen, foremen and general foremen in respect of ordinary time worked by each such employee in his employ the following holiday allowance, which allowance shall be deemed to include payment in respect of Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day:—

	Per Hour. Cents.
(aa) Unskilled labourers	1½
(bb) Semi-skilled labourers	2½
(cc) Drivers of mechanical vehicles of a payload—	
up to and including 6,000 lb.	2½
over 6,000 lb. but not exceeding 10,000 lb.	3
over 10,000 lb.	4
(dd) Journeymen	5
(ee) Foremen	5
(ff) General Foremen	5

- (ii) apprentices, minors, learners and watchmen in his employ in respect of the prescribed annual leave period, an amount equal to the remuneration which he would have received had he worked during such annual leave period; provided that in the event of an apprentice, minor, learner or watchman, whose contract of employment is terminated

(4) 'n Lid van 'n vakvereniging wat nie in staat is om by 'n lid van die werkgewersorganisasies werk te kry nie, mag nie gaan werk by 'n werkgewer wat nie 'n lid van die werkgewersorganisasies is nie, tensy hy skriftelik vooraf die toestemming van die Raad verkry het.

(5) Die bepalings van hierdie klousule het dieselfde krag vir werknemers wat in die hoedanigheid van voorman of algemene voorman werksaam is; met dien verstande dat die bepalings van hierdie klousule nie van toepassing is nie op algemene voormanne wat nie vir lidmaatskap van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is, in aanmerking kom nie, of wat in besit was van 'n vrystelling van die bepalings van hierdie klousule vir 'n tydperk van drie jaar of langer vóór die inwerkingtreding van hierdie Ooreenkoms.

28. INDIENSNEMING VAN MINDERJARIGES.

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

29. JAARLIKSE VERLOF EN BETAALDE OPENBARE VAKANSIEDAE.

(1) (a) Elke werkgewer moet verlof verleen en elke werknemer moet verlof neem wat begin op die gewone begintyd en eindig op die gewone uitskeiing op onderstaande datums:—

- 17 Desember 1963 tot en met 4 Januarie 1964;
- 17 Desember 1964 tot en met 4 Januarie 1965;
- 17 Desember 1965 tot en met 4 Januarie 1966;
- 17 Desember 1966 tot en met 4 Januarie 1967;
- 18 Desember 1967 tot en met 5 Januarie 1968;

uitgesonderd—

- (i) in die geval van noodwerk of noodsaaklike dienste wanneer die werkgewer die Sekretaris van die Raad sonder versuim in kennis moet stel; of
- (ii) in gevalle waar die toestemming van die Raad eers vooraf verkry is.

(b) In die geval van vrystellings ooreenkomstig subparagrafe (i) en (ii) van paragraaf (a) hiervan moet elke werkgewer voor of op die 15de dag van die daaropvolgende April 'n gelyke getal (d.w.s. 19) dae verlof in 'n onafgebroke tydperk verleen en moet 'n werknemer dié verlof neem. Die Sekretaris van die Raad moet voor die begin van sodanige verlof skriftelik van die datums van sodanige uitgestelde verlof in kennis gestel word; met dien verstande dat ingeval die verpligte openbare vakansiedae, wat in subklousule (2) van hierdie klousule bedoel word, in enige tydperk van uitgestelde verlof val, 'n verdere volle dag verlof by sodanige verloftydperk gevoeg moet word ten opsigte van elke verpligte openbare vakansiedag wat in sodanige verloftydperk val.

(c) In die geval van elektrisiëns is die bepalings van subklousule (1) [uitgesonderd paragraaf (b)] en subklousule (2) van klousule 6 van Deel II van hierdie Ooreenkoms *mutatis mutandis* van toepassing in die plek van die bepalings van subklousule (1) van hierdie klousule.

(2) (a) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag is verpligte betaalde vakansiedae vir alle werknemers (behalwe wagte) vir wie lone in klousule 4 van Deel I van hierdie Ooreenkoms voorgeskrif word. Betaling moet geskied op die wyse waarvoor daar voorsiening gemaak word en teen die tariewe wat in die verdere bepalings van hierdie klousule voorgeskrif word.

(b) Geen werknemer wat in paragraaf (a) van hierdie subklousule bedoel word nie, mag regstreeks van sy werkgewer betaling vir lone ten opsigte van Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag op dié tydstop ontvang nie, maar moet in plaas daarvan, met inagneming van die bepalings van subklousule (3) van hierdie klousule, vergoed word; met dien verstande dat hierdie verbod nie op vakleerlinge, minderjariges of leerlinge van toepassing is nie.

(c) Vakleerlinge, minderjariges en leerlinge moet ten opsigte van Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag betaal word asof hulle inderdaad op daardie dae gewerk het.

(3) (a) Bo en behalwe die besoldiging wat ingevolge klousule 4 van Deel I van hierdie Ooreenkoms betaalbaar is, moet elke werkgewer die ondervermelde werknemers soos volg betaal:—

- (i) Ongeskoolde arbeiders, halfgeskoolde arbeiders, bestuurders van meganiese voertuie, vakmanne, voormanne en algemene voormanne ten opsigte van die gewone tyd wat elke sodanige werknemer in sy diens gewerk het, die volgende verloftoelae wat gegag word betaling ten opsigte van Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag in te sluit:—

	Per uur. Sent.
(aa) Ongeskoolde arbeiders	1½
(bb) Halfgeskoolde arbeiders	2½
(cc) Bestuurders van meganiese voertuie met 'n loonvrag tot en met 6,000 lb.	2½
meer as 6,000 lb. maar hoogstens 10,000 lb.	3
meer as 10,000 lb.	4
(dd) Ambagsmanne	5
(ee) Voormanne	5
(ff) Algemene voormanne	5

- (ii) Vakleerlinge, minderjariges, leerlinge en wagte in sy diens ten opsigte van die voorgeskrewe jaarlikse verloftydperk, 'n bedrag wat gelyk is aan die besoldiging wat hy sou ontvang het indien hy gedurende sodanige jaarlikse verloftydperk gewerk het; met dien verstande dat in die geval van 'n vakleerling, minderjarige, leerling of wag wie se

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

(b) An employer shall, on each pay-day, deduct the following amounts from the remuneration due to his employees for whom a holiday allowance is prescribed in terms of paragraph (a) of this sub-clause:—

	Value of Stamp.
(aa) Unskilled labourers.....	60 cents per week.
(bb) Semi-skilled labourers.....	R1.00 per week.
(cc) Drivers of mechanical vehicles of a payload up to and including 6,000 lb.....	R1.00 per week.
Over 6,000 lb. but not exceeding 10,000 lb.....	R1.20 per week.
10,000 lb.....	R1.60 per week.
(dd) Journeymen.....	R2.80 per week.
(ee) Foremen.....	R2.80 per week.
(ff) General Foremen.....	R2.80 per week.

(c) In the case of journeymen, foremen and general foremen the contribution of R2.80 per week referred to in paragraph (b) shall include a contribution of 2 cents per hour by the employees concerned in respect of ordinary time worked. Such contribution shall be used to increase the holiday payment to the said employees.

(d) 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.

(e) No deduction shall be made in respect of an employee who has not worked for an employer in any week.

(f) An employer shall, in respect of the amounts deducted by him in terms of paragraph (b) of this sub-clause, issue on each pay-day to each of his employees concerned holiday fund stamps and each stamp shall be legibly cancelled by placing the employer's name and date of issue thereon.

(4) Each employer shall purchase from the Council sufficient stamps to enable him to comply with paragraph (f) of sub-clause (3) of this clause, and an adequate reserve shall at all times be maintained by him. The Council shall refund to an employer the value of any unused stamps returned.

(5) Each employee to whom stamps are issued shall affix the stamps in a contribution book which he shall obtain from the Secretary of the Council and retain. The Council shall make a charge of 10 cents for each book. Notwithstanding the provisions of this sub-clause the Council may issue contribution books free of charge to employees for whom wages are prescribed in clause 4, sub-clause (1) (a), paragraphs (i), (ii) and (v) of Part I of this Agreement.

(6) The amounts paid to the Council in purchase of stamps shall be retained by the Council on behalf of the employees to whom such stamps will be issued as a portion of wages deferred for leave purposes and shall be paid into a fund to be known as the "Building Industry Holiday Fund".

(7) As early as possible after the last Friday in October, and not later than the first Friday in November of each year, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt, and the Secretary of the Council shall pay to the employee a sum of money equal to the value of the stamps properly cancelled and affixed in his contribution book at a date not later than the day prior to the commencement of his holiday period.

(8) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (3) of this clause unless such stamps are properly cancelled and affixed in a contribution book and such contribution book is deposited with the Council.

(9) No employee shall be entitled to claim payment from the Council of the value of any stamps received by him before the day prior to the commencement of his holiday period.

(10) The contribution books and stamps issued to employees are not transferable and moneys due to an employee or the right thereto shall not be ceded or pledged. Stamps in the possession of any person obtained in any manner otherwise than laid down in terms of this Agreement may be confiscated by the Council for the benefit of the general funds of the Council.

(11) Any amounts held by the Council to the credit of the Building Industry Holiday Fund may be invested by the Council from time to time on fixed deposit or on call with a bank or building society, and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the fund. No employer or employee shall have any claim in respect of such interest, and neither shall they be responsible for any contribution towards the expense of administering the fund.

(12) Any unclaimed moneys standing to the credit of the holiday fund at the end of each year shall, after the lapse of six months from the date of the annual payout, be transferred to the benefit of the general funds of the Council; excepting in cases where exemptions operate in terms of paragraphs (a) (i) and (ii) and (b) and in the case of employees provided for in paragraph (c) of sub-clause (1) of this clause, when the said period of six months shall date from the due date of such employees' substituted leave; provided that where any late claims are received after the prescribed period has elapsed, payment of

dienskontrak beëindig word voor die laaste betaaldag wat die begin van die verloftydperk voorafgaand, die werkgewer sodanige vakleerling, minderjarige, leerling of wag minstens 'n bedrag van een-sesde van die weekloon moet betaal ten opsigte van elke voltooide maand diens by hom gedurende die jaar wat sodanige verlof voorafgaan.

(b) 'n Werkgewer moet op elke betaaldag die volgende bedrae aftrek van die besoldiging verskuldig aan sy werknemers vir wie 'n verloftoelae ingevolge paragraaf (a) van hierdie subklousule voorgeskryf word:—

	Waarde van S eël
(aa) Ongeskoolde arbeiders.....	60 sent per week.
(bb) Halfgeskoolde arbeiders.....	R1.00 per week.
(cc) Bestuurders van meganiese voertuie met 'n loonvrag tot en met 6,000 lb.....	R1.00 per week.
Meer as 6,000 lb. maar hoogstens 10,000 lb.....	R1.20 per week.
10,000 lb.....	R1.60 per week.
(dd) Ambagsmanne.....	R2.80 per week.
(ee) Voormanne.....	R2.80 per week.
(ff) Algemene voormanne.....	R2.80 per week.

(c) In die geval van ambagsmanne, voormanne en algemene voormanne moet die bydrae van R2.80 per week wat in paragraaf (b) gemeld word, 'n bydrae van 2 sent per uur deur die betrokke werknemers ten opsigte van gewone tyd gewerk insluit. Dié bydrae moet gebruik word om die verlofbetaling aan die gemelde werknemers te verhoog.

(d) Wanneer 'n werknemer in dieselfde week vir twee werkgewers gewerk het, moet die aftrekking vir daardie week gedoen word deur die werkgewer vir wie hy eerste gewerk het.

(e) Geen bedrag mag afgetrek word ten opsigte van 'n werknemer wat in 'n bepaalde week nie vir 'n werkgewer gewerk het nie.

(f) 'n Werkgewer moet op elke betaaldag, ten opsigte van die bedrae wat hy ingevolge paragraaf (b) van hierdie subklousule afgetrek het, aan elkeen van sy betrokke werknemers verloftondsseëls uitreik en elke sodanige seël moet leesbaar gerojear word deur die werkgewer se naam en die datum van uitreiking daarop aan te bring.

(4) Elke werkgewer moet genoeg seëls van die Raad koop om hom in staat te stel om paragraaf (f) van subklousule (3) van hierdie klousule na te kom, en hy moet te alle tye 'n toereikende reserwe in stand hou. Die Raad moet 'n werkgewer vergoed vir die waarde van enige ongebruikte seëls wat teruggestuur word.

(5) Elke werknemer aan wie seëls uitgereik word, moet die seëls plak in 'n bydraeboek wat hy van die Sekretaris van die Raad moet kry en moet hou. Die Raad moet 10 sent vir elke boek vra. Ondanks die bepalings van hierdie subklousule mag die Raad bydraeboeke gratis uitreik aan werknemers vir wie lone in klousule 4, subklousule (1) (a), paragrafe (i), (ii) en (v) van Deel I van hierdie Ooreenkoms voorgeskryf word.

(6) Die Raad moet die bedrae wat aan hom betaal word vir die aankoop van seëls namens die werknemers aan wie sodanige seëls uitgereik sal word, hou as 'n gedeelte van die lone wat vir verloftoelae agtergehou word en die bedrae moet in 'n fonds wat as die "Verloftonds vir die Bounywerheid" bekendstaan, inbetal word.

(7) So gou moontlik na die laaste Vrydag in Oktober, en voor of op die eerste Vrydag in November van elke jaar, moet elke werknemer sy bydraeboek by die Sekretaris van die Raad inlewer in ruil vir 'n kwitansie, en die Sekretaris van die Raad moet die werknemer op 'n datum voor of op die dag wat die begin van sy verloftydperk voorafgaan, 'n bedrag geld betaal wat gelyk is aan die waarde van die seëls wat behoorlik gerojear en in sy bydraeboek geplak is.

(8) Die Raad is nie aanspreeklik vir betaling ten opsigte van enige seëls wat aan werknemers ingevolge subklousule (3) van hierdie klousule uitgereik is nie, tensy sodanige seëls behoorlik gerojear en in 'n bydraeboek geplak is en sodanige bydraeboek by die Raad ingedien is.

(9) Geen werknemer is daarop geregtig om, voor die dag wat die begin van sy verloftydperk voorafgaan, betaling van die Raad te eis vir die waarde van enige seëls wat hy ontvang het nie.

(10) Die bydraeboeke en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en gelde wat aan 'n werknemer verskuldig is of die reg daarop mag nie gesedeer of verpand word nie. Seëls wat in die besit is van 'n persoon en wat op enige ander manier verkry is as dié wat in die bepalings van hierdie Ooreenkoms vasgestel is, mag deur die Raad tot die voordeel van die algemene fonds van die Raad gekonfiskeer word.

(11) Die Raad mag van tyd tot tyd alle bedrae wat hy vir die krediet van die Verloftonds vir die Bounywerheid hou, op vaste deposito of as 'n onmiddellik opeisbare belegging in 'n bank of bouvereniging belê, en alle rente wat uit sodanige beleggings oploep, is die alleënciendom van die Raad as vergoeding vir die administrasie van die fonds. Geen werkgewer of werknemer het enige aanspraak op sodanige rente nie; ook is hulle nie verantwoordelik vir enige bydrae tot die koste verbonde aan die administrasie van die fonds nie.

(12) Enige onopgeëiste gelde wat aan die einde van elke jaar in die krediet van die Verloftonds staan, moet na verloop van ses maande vanaf die datum van die jaarlikse uitbetaling, tot die voordeel van die algemene fonds van die Raad oorgepra word; uitgesonderd in gevalle waar vrystellings geld ingevolge paragraaf (a) (i) en (ii) en (b) en in die geval van werknemers vir wie daar in paragraaf (c) van subklousule (1) van hierdie klousule voorsiening gemaak word, in welk gevalle die gemelde tydperk van ses maande dateer vanaf die datum waarop sodanige werknemers se uitgestelde verlof verskuldig word; met dien verstande dat

such claims will be considered on their merits by the Council; provided further that, notwithstanding anything to the contrary contained in this clause, no employer shall be required to pay any holiday fund payments in respect of overtime worked or time worked on a Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day—subject to the provisions of clause 11 of Part I of this Agreement.

(13) Provision is hereby made for the issue of a special savings stamp of a value of one Rand. These stamps may be purchased from the Council by employers on behalf of employees or by employees themselves. The purchase and redemption of such stamps shall be subject, *mutatis mutandis*, to the foregoing provisions of this clause.

(14) The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(15) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it is 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 is binding in terms of section thirty-four (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the committee functioning in terms of this paragraph, 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 Fund in terms of sub-clause (15) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration and liquidation expenses shall be paid into the general funds of the Council.

30. THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY.

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

(2) As from the first pay-day after the date upon which this Agreement comes into force, each employer shall, subject to the provisions of sub-clauses (3) and (4) hereof, contribute to the National Fund an amount of eight cents per week in respect of each of his employees for whom wages are prescribed in clause 4, sub-clause (1), paragraphs (iii), (iv), (viii) and (ix) of Part I, and in clause 4, sub-clause (1), paragraphs (i) and (ii) of Part II of this Agreement.

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

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

(5) The procedure prescribed in clause 20 of this Agreement 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) hereof, less a collection fee of 2½% (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.

wanneer daar enige laat eise nadat die voorgeskrewe tydperk verstryk het, ontvang word, die Raad die betaling van sodanige eise op hul meriete sal oorweeg; voorts met dien verstande dat, afgesien van enige andersluidende bepaling in hierdie klousule vervat, daar van geen werkgewer vereis mag word om enige verloffondsbedrae ten opsigte van oortyd of tyd gewerk op 'n Saterdag, Sondag, Goëie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag en Nuwejaarsdag te betaal nie—behoudens die bepaling van klousule 11 van Deel I van hierdie Ooreenkoms.

(13) Daar word hiermee voorsiening gemaak vir die uitreiking van 'n spesiale spaarseël met 'n waarde van een rand. Werk-gewers mag hierdie seëls namens werknemers, of werknemers mag hulle self van die Raad koop. Die koop en delging van sodanige seëls is *mutatis mutandis* onderworpe aan die voorafgaande bepaling van hierdie klousule.

(14) Die lede van die Raad en sy werknemers is nie aansprek-lik vir enige skulde en laste van die Fonds nie en word hiermee deur die Fonds gevrywaar teen alle verliese en onkoste wat hulle in of in verband met die *bona fide*-uitvoering van hulle pligte aangaan.

(15) Ingeval hierdie Ooreenkoms deur tydsverloop verstryk of om enige ander rede ophou om te geld, moet die Raad voortgaan om die Fonds te administreer totdat dit of gelikwider word of deur die Raad oorgedra word na enige ander fonds wat geskep is vir dieselfde doel as dié waarvoor die oorspronklike Fonds ingestel is.

(16) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer in enige tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, mag die Nywerheidsregistrator 'n komitee uit werkgewers en werk-nemers in die Nywerheid op 'n grondslag van gelyke verteen-woordiging aan albei kante aanstel en dié komitee moet voort-gaan om die Fonds te administreer. Enige vakature wat in die komitee ontstaan, mag deur die Registrator gevul word uit werk-gewers of werknemers, na gelang van die geval, om gelyke verteen-woordiging van werkgewers- en werknemersverteenvoerders in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom, of ingeval 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrator onprakties of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer en vir dié doel het sodanige trustee al die bevoegdhede van die komitee. Wanneer hierdie Ooreenkoms verstryk, moet die komitee wat ingevolge hierdie paragraaf funksioneer of die trustee of trustees, na gelang van die geval, die Fonds likwider op die wyse wat in subklousule (17) van hierdie klousule gemeld word, en indien die sake van die Raad by die verstryking van die Oor-eenkoms reeds finaal afgehandel en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dit deel uitmaak van die algemene fondse van die Raad.

(17) Wanneer die Fonds ingevolge subklousule (15) van hier-die klousule gelikwider word, moet die gelde wat in die krediet van die Fonds bly nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiestekste, betaal is, in die algemene fondse van die Raad inbetaal word.

30. DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID.

(1) Nadat hy in kennis gestel is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (ingestel deur die Nasionale Federasie van Bounywerheidswerkgewers in Suid-Afrika), hieronder die "Nasionale Fonds" genoem, magtig die Raad hiermee die invordering van bydraes ooreenkomstig die prosedure wat hieronder in besonderhede gemeld word, ten bereiking van die doelstellings gemeld in die Konstitusie van genoemde Nasionale Fonds.

(2) Vanaf die eerste betaaldag na die datum waarop hierdie Ooreenkoms van krag word, moet elke werkgewer, behoudens die bepaling van subklousules (3) en (4) hiervan, 'n bedrag van 8 sent per week ten opsigte van elkeen van sy werknemers vir wie lone in klousule 4, subklousule (1), paragrawe (iii), (iv), (viii) en (ix) van Deel I, en in klousule 4, subklousule (1), paragrawe (i) en (ii) van Deel II van hierdie Ooreenkoms voorgeskryf word, tot die Nasionale Fonds bydra.

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

(4) Wanneer 'n werknemer in dieselfde week by twee of meer werkgewers werksaam was, moet die betaling vir daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens agt uur lank gewerk het.

(5) Die prosedure wat in klousule 20 van hierdie Ooreenkoms voorgeskryf word, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) hiervan ingevorder het, min invorderingskoste van 2½% (twee en 'n half per sent) aan genoemde Nasionale Fonds oorbetaal, en dié bedrag val die algemene fondse van die Raad toe.

(7) Kopieë van die konstitusie en van geouditeerde jaarlikse rekeninge en balansstate van die Nasionale Fonds moet, by die Raad en by die Sekretaris van Arbeid ingedien word. By die toepassing van hierdie subklousule omvat die uitdrukking "konstitusie" alle wysigings aan die konstitusie wat van tyd tot tyd aangeneem word.

31. APPLICATION.

No employer or employee may waive the provisions of this Agreement whether or not the said provisions creates a benefit to or obligation upon the employer or employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of other provisions.

PART II.

SPECIAL PROVISIONS APPLICABLE TO THE TIMBER TRADE IN THE BUILDING INDUSTRY.

1. CLASSIFICATION.

This part of the Agreement shall be classified as Part II of the Building Industry Agreement.

2. SCOPE AND APPLICATION.

(1) The provisions of this part (Part II) of the Agreement shall be observed in the Magisterial District of Port Elizabeth by all employers and employees in the Timber Trade, as hereinafter defined, who are members of the employers' organisation and the trade unions, respectively.

(2) The provisions of Part I of this Agreement shall also apply to the Timber Trade; provided that where the provisions of Part I are in conflict with the provisions of Part II, the latter shall obtain and have preference.

3. DEFINITIONS.

"Timber Trade" means that portion of the Building Industry in which any of the operations defined hereunder are performed in connection with or additional to the joint enterprise of joinery manufacture, including shop, office and bank fitting, and shall include all work executed or carried out by persons therein who are engaged in the following trades, activities or subdivisions thereof and all work incidental to the activities of an employer in connection therewith.

"Apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, or deemed to have been registered under the said Act or a minor serving a probationary period in terms of section twenty of the said Act.

"Asphalter" means an employee who is employed on asphalt-ing and who has served a three year period of learnership in terms of this Agreement in this operation.

"Asphalting" means—

- (i) the fixing of asphaltting roofing and flooring materials, sheeting of bitumastic or similar materials and the water-proofing of roof areas, basements or foundations, using asphaltic sheeting, mastic, or asphalt, whether the process used is hot or cold;
- (ii) the laying of all types of floor covering including linoleum, inlaid lino, malthoid, asphalt tiles or asphalt based floor coverings, cork, rubber, and plastic compositions; provided, however, that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer.

"Driver" means an employee who is engaged in driving a mechanical vehicle and for the purpose of this definition the expression 'driving a mechanical vehicle' includes all periods of driving and any time spent by the driver on work connected with the vehicle or the loading and all periods during which he is obliged to remain at his post in readiness to drive.

"Joiner" means an employee other than an apprentice, minor, machinist, saw doctor, sawyer, asphalter, maintenance mechanic, painter, glazer, machine minder, watchman, semi-skilled labourer, unskilled labourer, drivers of mechanical vehicles or drivers of mechanical handling equipment, who is engaged in the performance of any one or more of the operations constituting joinery and shop, office and bank fitting.

"Joinery" includes—

- (i) the making, including machining and fixing of wooden doors and windows, shop fronts, skylights, cupboards or any other wooden fixture which forms a permanent part of a building; and
- (ii) the making and/or fixing of shop, office and bank fittings, which includes shop fronts, window enclosures, show-cases, counters, screens and interior fittings and fixtures.

"Learner asphalter" means a learner who has had less than three years' experience in the operations constituting the work of an asphalter as defined, and who is being trained as an asphalter.

"Machinist" means an employee who sets up and/or adjusts and/or operates woodworking machinery and who is responsible for the supervision of one or two machine minders.

"Machine minder" means an employee who feeds any woodworking machine (excluding spindle moulder and single end tonner), but does not include an employee who starts, sets up or adjusts any such machine.

31. TOEPASSING.

Geen werkgewer of werknemer mag van die bepalinge van hierdie Ooreenkoms afsien nie, afgesien daarvan of genoemde bepaling 'n voordeel of verpligting vir die betrokke werkgewer of werknemer skep. Elke bepaling skep 'n reg of verpligting, na gelang van die geval, wat nie van die bestaan van ander bepalinge afhanklik is nie.

DEEL II.

SPESIALE BEPALINGS WAT OP DIE HOUTNYWERHEID IN DIE BOUNYWERHEID VAN TOEPASSING IS.

1. INDELING.

Hierdie deel van die Ooreenkoms word as deel II van die Bounywerheidsooreenkoms geklassifiseer.

2. BESTEK EN TOEPASSING.

(1) Alle werkgewers en werknemers in die Houtnywerheid, soos hieronder omskryf, en wat onderskeidelik iede is van die werkgewersorganisasie en die vakverenigings, moet die bepalinge van hierdie deel (Deel II) van die Ooreenkoms in die landdrosdistrik Port Elizabeth nakom.

(2) Die bepalinge van Deel I van hierdie Ooreenkoms is ook op die Houtnywerheid van toepassing; met dien verstande dat wanneer die bepalinge van Deel I onbestaanbaar is met die bepalinge van Deel II, laasgenoemde moet geld en voorkeur moet geniet.

3. WOORDOMSKRYWINGS.

"Houtnywerheid" beteken daardie gedeelte van die Bounywerheid waarin enigeen van die werksaamhede omskryf in Deel I van hierdie Ooreenkoms en/of die werksaamhede hieronder omskryf in verband met of benewens die gesamentlike onderneming van skrynwark, met inbegrip van die uitrus van winkels, kantore en banke, verrig word, en omvat dit alle werk wat persone daarin wat in onderstaande bedrywe, werksaamhede of onderdelings werksaam is, uitvoer of verrig, en alle werk wat gepaard gaan met die werksaamhede van 'n werkgewer in verband daarmee.

"Vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ingevolge die bepalinge van die Wet op Vakleerlinge, 1944, geregistreer is, of daarkragtens geag word geregistreer te gewees het, of 'n minderjarige wat ingevolge artikel twintig van genoemde Wet 'n proeftydperk uitdien.

"Asfaltwerker" 'n werknemer wat asfaltwerk verrig en wat in hierdie werksaamheid 'n leerlingstyd van drie jaar ingevolge hierdie Ooreenkoms uitgedien het.

"Asfaltwerk" beteken—

- (i) die aanbring van asfaltdak- en vloermateriale, plaatbekleding van bitumastiek of soortgelyke materiale en die waterdigting van dakgebiede, kelders of fondamente met asfaltplate, mastik, of asfalt, afgesien daarvan of dit deur 'n warm of koue proses gedoen word;
- (ii) Die lê van alle soorte vloerbedekking met inbegrip van linoleum, inleglinoleum, malthoide, asfaltteëls of vloerbedekkings met 'n asfaltbasis, kurk, rubber, en plastiek-samestellings; met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se vernaamste besigheid onder die Kommersiële Distribusiebedryf val, by hierdie omskrywing uitgesluit moet word wanneer sodanige lê gepaard gaan met die verkoop van sodanige linoleum en nie deel uitmaak van die regstreekse koste aan die klant nie.

"Bestuurder" beteken 'n werknemer wat 'n meganiese voertuig bestuur en by die toepassing van hierdie omskrywing omvat die uitdrukking "n meganiese voertuig bestuur" alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die laaiery bestee, en alle tydperke waarin daar van hom verwag word om op sy pos te bly, gereed om te bestuur.

"Skrynwark" beteken 'n werknemer, uitgesonderd 'n vakleerling, minderjarige, masjinis, saaghersteller, saer, asfaltwerker, onderhoudwerktuigkundige, skilder, ruitinsitter, masjienbediener, wag, halfgeskoolde arbeider, ongeskoolde arbeider, bestuurders van meganiese voertuie of bestuurders van meganiese hanteeruitrusting, wat werksaam is in een of meer van die werksaamhede waaruit skrynwark en die uitrus van winkels, kantore en banke bestaan.

"Skrynwark" sluit in—

- (i) die maak, met inbegrip van die masjinerie en aansit van houtdeure en -vensters, winkelfronte, dakligte, rakkaste, of enige ander houttoebere wat 'n permanente deel van 'n gebou uitmaak; en
- (ii) die maak en/of insit van winkel-, kantoor- en bankuitrusting, met inbegrip van winkelfronte, vensteromraming, vertoonkaste, toonbanke, skerms en binnetoebehoere en vaste toebehoere.

"Leerling-asfalter" 'n leerling met minstens drie jaar ondervinding in die werksaamhede wat die werk van 'n asfaltwerker, soos omskryf, uitmaak, en wat as 'n asfaltwerker opgelei word.

"Masjinis" 'n werknemer wat houtwerkmasjinerie stel en/of verstel en/of bedien en wat verantwoordelik is vir die toesig oor een of twee masjienbedieners.

"Masjienbedieners" 'n werknemer wat 'n houtwerkmasjien (uitgesonderd 'n spilprofileermasjien en 'n enkelentapsnymasjien) voer, maar dit omvat nie 'n werknemer wat enige sodanige masjien aan die gang sit, stel of verstel nie.

"Maintenance mechanic" means an employee who maintains and repairs all types of woodworking machinery and/or mechanical vehicles.

"Mechanical handling equipment driver" means an employee engaged in operating cranes, fork lift trucks, straddle trucks or similar mechanical handling equipment.

"Military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act, nor any training or service for which he volunteers or which he elected to undergo.

"Minor" means an employee employed during the probationary period under the Apprenticeship Act, 1944.

"Overtime" in relation to employees for whom wages are prescribed in clause 4 of Part II of this Agreement—means any time worked on Saturdays or outside of the hours of work prescribed in clause 5 of Part II, other than time worked on a Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day.

"Painter and/or glazier" means an employee performing the work of painting or glazing incidental to the supply, fixing and manufacture of all items of joinery.

"Saw doctor" means an employee who performs the functions of sharpening and setting, hammering, tensioning, gulletting and rolling all types of circular saws, band saws and other saw blades, including the brazing or welding of bandsaws.

"Sawyer" means an employee who operates on rough timber power-driven circular saws, band re-saws, frame saws, and breakdown saws of all types, and who may be required to start such saws, move fences and change saws as required, but who shall not sharpen, set or hammer saw blades.

"Semi-skilled labourer" means an employee engaged in one or more of the following operations:—

- Supervising solely unskilled labourers;
- using glazing sprigg guns;
- priming of joinery;
- operating floor sanding machines;
- assembling orders.

"Unskilled labourer" means an employee engaged in one or more of the following operations:—

- Loading, offloading and/or carrying timber, joinery and all other building materials;
- tying up and/or packing timber, joinery, wallboard, and other building materials;
- cleaning streets, premises, animals, machinery, implements, tools, utensils, vehicles or other articles;
- lime-washing compounds, latrines, stables, out-buildings and similar buildings or structures;
- loading or unloading;
- carrying, moving or stacking articles, pushing or pulling any vehicles;
- making or maintaining fires or removing refuse;
- attending drying kilns;
- opening or closing doors, boxes, packages, bales, sacks, or bags, sealing or preparing empty cardboard containers for use in packing;
- marking, branding or stencilling or affixing labels on timber, boxes, bales, sacks, containers, packages or other articles by hand;
- delivering letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- cooking rations or making tea or similar beverages;
- oiling or greasing machines or vehicles;
- gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering);
- sorting, shaking out and/or mending sacks and/or other containers by hand;
- operating hand-operated log carriage;
- crimping, stapling and/or fastening boxes by hand;
- nailing and assembling boxes by hand for the purpose of the packing and/or despatch of orders;
- sandpapering, pumicing or rasping by hand other than on joinery;
- joining box ends together by corrugated fasteners by hand or hand-operated machine;
- cutting and/or straightening wire by hand;
- sorting sawn timber according to size;
- shovelling, filling bags, sacks or other containers;
- sorting out cracked or damaged blocks after sawing;
- assisting a sawyer by holding timber or wood during sawing operations;
- removing, cleaning and/or replacing sanitary pails;
- operating a hand hoist or lift;
- working at impregnation plant;
- using a double hand cross cut saw on rough timber;
- assisting employees for whom wages are prescribed in clause 4 (1) wherever necessary, but not to perform skilled work.

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

"Onderhoudwerktuigkundige" 'n werknemer wat alle soorte houtwerkmasjinerie en/of meganiese voertuie in stand hou en herstel.

"Bestuurder van meganiese hanteeruitrusting" 'n werknemer wat krane, vrachtwagens, buidelwaens of soortgelyke meganiese hanteeruitrusting bedien.

"Militêre opleiding" die ononderbroke opleiding wat daar van 'n werknemer vereis word ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat nie opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet verkies om te ondergaan nie, en ook nie ander opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy verkies om te ondergaan nie.

"Minderjarige" 'n werknemer werksaam in die proeftydperk wat ingevolge die Wet op Vakleerlinge, 1944, toegelaat word.

"Oortydwerk"—met betrekking tot werknemers vir wie lone in klousule 4 van Deel II van hierdie Ooreenkoms voorgeskryf word—alle tyd wat op Saterdag of buite die werkure in klousule 5 van Deel II voorgeskryf, gewerk word, uitgesonderd tyd wat op 'n Sondag, Goie Vrydag, Paasmaandag, Hemelvaartdag, Geloftefeesdag, Kersdag, of Nuwejaarsdag gewerk word.

"Skilder en/of ruitinsitter" 'n werknemer wat verf, of ruite insit, en wie se werk, gepaard gaan met die verskaffing, aanbring en vervaardiging van alle skrynwurkbenodigdhede.

"Saaghersteller" 'n werknemer wat alle soorte sirkelsae, bandsae en ander saagblaie skerpmaak en stel, hamer, span, sluk en rol, met inbegrip van sweissoldeer en sweis van bandsae.

"Saer" 'n werknemer wat kragaangetrewe ru-timmerhoutsirkelsae, bandnaagmasjiene, raamsae en alle soorte bloksae bedien, en van wie vereis mag word om sodanige sae aan die gang te sit, skerm te skuif en sae volgens vereistes om te ruil, maar wat nie saaglemme mag skerpmaak, stel of hamer nie.

"Halfgeskoolde arbeider" 'n werknemer wat in een of meer van die volgende werksaamhede werksaam is:—

- Slegs oor ongeskoolde arbeiders toesig hou;
- ruitspykerklopper gebruik;
- die grondlaag op skrynwurk verf;
- vloerskuurmasjiene bedien;
- bestellings bymekaarmaak.

"Ongeskoolde arbeider" 'n werknemer wat in een of meer van die volgende werksaamhede werksaam is:—

- Timmerhout, skrynwurk en alle ander boumateriale oplaai, aflaai en/of dra;
- timmerhout, skrynwurk, bekledingsbord en ander boumateriale vasbind en/of verpak;
- strate, persele, diere, masjinerie, implemente, gereedskap, gerei, voertuie of ander artikels skoonmaak;
- kampongs, latrines, stalle, buitegeboue en soortgelyke geboue of bouwerke witkalk;
- laai of aflaai;
- artikels dra, skuif of opmekaarstapel; voertuie stoot of trek;
- vure maak of in stand hou of vuilgoed verwyder;
- drooggoonde bedien;
- deure, dose, pakkies, bale, sakke of sakkies oop- of toemaak;
- leë kartonhouers vir gebruik by verpakking verseël of gereedmaak;
- timmerhout, dose, bale, sakkies, houers, pakkies of ander artikels met die hand merk, die handelsmerk daarop aanbring, sjabloner of etiketter;
- briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handvoertuig aflewer;
- rantsoene kook of tee of soortgelyke drankie maak;
- masjiene of voertuie olie of smeer;
- tuinwerk [d.w.s. plant (onder toesig), spit, hark, gras sny, uitstrooi, meng en natleil];
- sakke en/of ander houers met die hand sorteer, uitskud en/of heelmaak;
- 'n handblokdraer bedien;
- dose met die hand riefel, kram en/of vasmaak;
- dose met die hand aanmekaarspyker en aanmekaaarsit om bestellings te verpak en/of te versend;
- met die hand skuur, puim of rasper, uitgesonderd op skrynwurk;
- doosente met die hand of 'n handmasjiene met kartelkramme aanmekaaarsit;
- draad met die hand sny en/of reguit maak;
- gesaagde timmerhout volgens grootte sorteer;
- met 'n skopgraaf werk, sakke, sakkies of ander houers volmaak;
- gekraakte of beskadigde blokke uitsorteer nadat hulle gesaag is;
- 'n saer help deur timmerhout of hout gedurende saagwerk vas te hou;
- nagemmers verwyder, skoonmaak en/of vervang;
- 'n handhystoestel of hysbak bedien;
- by die impregnerinstallasie werk;
- ru-timmerhout met 'n trekdwarssaag saag;
- wanneer nodig, werknemers vir wie lone in klousule 4 (1) voorgeskryf word, help, maar nie geskoolde arbeid verrig nie.
- "Wag" 'n werknemer wat persele, geboue, hekke of ander eiendom bewaak.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:—

	Per Hour. Cents.
(i) Joiners, Machinists, Saw Doctors, Asphaltes and Maintenance Mechanics	79
(ii) Painters and Glaziers	77
(iii) Sawyers	36
(iv) Machine Minders	33
(v) Semi-skilled Labourers	29
(vi) Drivers of Mechanical Vehicles of a payload—	
Up to and including 6,000 lb.	30
Over 6,000 lb. but not exceeding 10,000 lb. ...	37
Over 10,000 lb.	39
(vii) Mechanical Handling Equipment Drivers ...	36
(viii) Unskilled Labourers	18
(ix) Watchmen: R8 per 6-day week.	
(x) Apprentices: Wages as prescribed under the Apprenticeship Act for Apprentices in the Building Industry.	
(xi) Learner Asphaltes:	
For the 1st year of employment: R 8 per week.	
For the 2nd year of employment: R12 per week.	
For the 3rd year of employment: R17 per week.	
On completion of a 3-year learnership employees qualify for Asphalter's wages as laid down herein.	

(xii) Minors in all trades: Wages as prescribed for first year apprentices in the Building Industry.

(2) *Differential Rates.*—(i) An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in sub-clause (1) hereof shall pay to such employee the higher rate of wage for all the ordinary hours of work on that day.

(ii) Where an employee is employed at a rate of wages prescribed in sub-clause (1), paragraphs (i) and (ii) of this clause, and such an employee is required or permitted to do work for which a lower rate of wages is prescribed, such an employee shall nevertheless be paid at the higher rate as prescribed for journeymen.

(3) *Payment for Work on Certain Days.*—For all time worked on a Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day until the usual starting time on the following day, an employer shall pay to all employees, except watchmen, one and one-third times the hourly rate which the employee is receiving at the time.

(4) *Cost of Living Allowance.*—The wages prescribed in sub-clause (1) of this clause shall include cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended or any substituting or superseding legislation, is increased, the wages prescribed shall be increased accordingly, provided that the difference between the rates of wages prescribed herein and the corresponding rates prescribed in clause 4 (1) of Part II of the Agreement published under Government Notice No. 1729 of the 1st November, 1957, shall, for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowance in the determination of the relative increase.

(5) *Payment of Wages and Overtime.*—The provisions of sub-clauses (1), (2) and (3) of clause 7 of Part I of this Agreement shall apply to employees for whom wages are prescribed in clause 4 of Part II in so far as such provisions are not inconsistent with the remaining provisions of Part II relating to payments in respect of annual leave and public holidays, and provided that for the purpose of this clause the term "site" shall include the term "workshop".

(6) Nothing in this Agreement shall operate to reduce the rate which is being paid to an employee on the date on which this Agreement comes into operation and any employee who, on the said date, is in receipt of a wage in excess of that prescribed for his class of work in the Agreement shall continue to receive such higher wage whilst employed by the same employer on the same class of work.

5. HOURS OF WORK AND OVERTIME.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee for whom wages are prescribed in clause 4, sub-clause (1), paragraphs (v), (vi), (vii) and (viii) of part II of this Agreement, shall not exceed—

- (a) in the case of an employee who works a six-day week—
- forty-six hours in any week from Monday to Saturday inclusive;
 - eight hours in any day unless the hours of one day do not exceed five, in which case the hours of the other days shall not exceed eight and a half on any day, if by such extension the ordinary hours of work do not exceed forty-six in any week;
- (b) in the case of an employee who works a five-day week—
- forty-six hours in any week from Monday to Friday inclusive;
 - nine and a quarter hours in any day.

4. LONE.

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

	Per uur. Sent.
(i) Skrynwerkers, masjiniste, saagherstellers, asfaltwerkers en onderhoudwerktuigkundiges	79
(ii) Skilders en ruitinsitters	77
(iii) Saers	36
(iv) Masjienbedieners	33
(v) Halfgeskoolde arbeiders	29
(vi) Bestuurders van meganiese voertuie met 'n loonvrag—	
van tot en met 6,000 lb.	30
meer as 6,000 lb. maar hoogstens 10,000 lb. ...	37
meer as 10,000 lb.	39
(vii) Bestuurders van meganiese hanteeruitrusting ...	36
(viii) Ongeskoolde arbeiders	18
(ix) Wagne: R8 per werkweek van ses dae.	
(x) Vakleerlinge: Die lone soos voorgeskryf ingevolge die Wet op Vakleerlinge in die Bounywerheid.	
(xi) Leerling-asfaltwerkers:—	
Vir die eerste jaar diens: R8 per week.	
Vir die tweede jaar diens: R12 per week.	
Vir die derde jaar diens: R17 per week.	
Na voltooiing van 'n leerlingtydperk van drie jaar, kwalifiseer werknemers vir die lone van 'n asfaltwerker soos hierin vasgestel.	

(xii) Minderjariges in alle ambagte: Lone soos voorgeskryf vir eerstejaarsvakleerlinge in die Bounywerheid.

(2) *Differensiële lone.*—(i) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n dag of benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor daar 'n hoër loon as dié van sy eie klas in subklousule (1) hiervan voorgeskryf word, moet aan sodanige werknemer die hoër loon vir al die gewone werkure op daardie dag betaal.

(ii) Wanneer 'n werknemer werk teen 'n loonskaal wat in subklousule (1), paragrawe (i) en (ii), van hierdie klousule voorgeskryf word, en daar van sodanige werknemer vereis of hy toegelaat word om werk te doen waarvoor 'n laer loonskaal voorgeskryf word, moet dié werknemer nogtans teen die hoër loonskaal wat vir vakmanne voorgeskryf word, betaal word.

(3) *Betaling vir werk op sekere dae.*—Vir alle tyd wat op 'n Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag en Nuwejaarsdag tot by die gewone begintyd op die volgende dag gewerk word, moet 'n werkgewer aan alle werknemers, uitgesonderd wagne, een en een derde maal die uurloer betaal wat die werknemer op dié tydstop ontvang.

(4) *Lewenskostoelae.*—Die lone wat in subklousule (1) van hierdie klousule voorgeskryf word, sluit die lewenskostoelae in soos voorgeskryf in Oorlogsmaatree No. 43 van 1942, soos gewysig. Indien die lewenskostoelae ingevolge Oorlogsmaatree No. 43 van 1942, soos gewysig, of enige vervangende wetgewing verhoog word, moet die voorgeskrewe lone dienoreenkomstig verhoog word, met dien verstande dat die verskil tussen die loon skale wat hierin voorgeskryf word en die ooreenstemmende skale wat in klousule 4 (1) van Deel II van die Ooreenkoms, in Goewermentskennisgewing No. 1729 van 1 November 1957 gepubliseer by die toepassing van genoemde Oorlogsmaatree of enige vervangende wetgewing as lewenskostoelae moet tel by die bepaling van die toepaslike verhoging.

(5) *Betaling van lone en oortydwerk.*—Die bepalings van subklousules (1), (2) en (3) van klousule 7 van Deel I van hierdie Ooreenkoms is van toepassing op werknemers vir wie lone in klousule 4 van Deel II voorgeskryf word vir sover dié bepaling nie met die res van die bepalings van Deel II wat op betaling ten opsigte van jaarlikse verlof en openbare vakansiedae betrekking het, onbestaanbaar is nie, en met dien verstande dat die uitdrukking "terrein" by die toepassing van hierdie klousule di uitdrukking "werkwinkel" insluit.

(6) Niks in hierdie Ooreenkoms vervat, mag die loon wat o die inwerkingtreedingsdatum van hierdie Ooreenkoms aan 'n werknemer betaal word, verminder nie en 'n werknemer wat o genoemde datum 'n hoër loon ontvang as dié wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word, moet steeds di hoër loon ontvang terwyl hy by dieselfde werkgewer in dieselfde klas werk werksaam is.

5. WERKURE EN OORTYDWERK.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer vir wie lone in klousule 4, subklousule (1), paragrawe (v), (vi) (vii) en (viii) van Deel II van hierdie Ooreenkoms voorgeskryf word, mag hoogstens die volgende wees:—

- (a) In die geval van 'n werknemer wat ses dae in 'n week werk—
- 46 uur in 'n week vanaf Maandag tot en met Saterdag;
 - agt uur op 'n dag, tensy die werkure op een dae hoogstens vyf is, in welke geval die ure van die ander dae hoogstens agt en 'n half op 'n dag moet wees indien die gewone werkure met dié verlenging n meer word as ses-en-veertig in 'n week nie;
- (b) in die geval van 'n werknemer wat vyf dae in 'n week werk—
- 46 in 'n week vanaf Maandag tot en met Vrydag;
 - nege en 'n kwart uur op 'n dag.

(2) (a) The ordinary hours of work of employees for whom wages are prescribed in clause 4 (1), paragraphs (i), (ii), (iii), (iv), (x), (xi) and (xii) of Part II of this Agreement shall not exceed 40 hours in any week or 8 hours on any day. From Monday to Friday the daily hours of work shall be from 8 a.m. to 5 p.m.

(b) No watchman shall be required or permitted to work for more than six days in any one week.

(3) *Meal Breaks.*—An employer shall not require or permit his employees to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

(a) if such interval be for longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work;

(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees other than mechanical vehicle drivers and watchmen, a rest interval of not less than seven minutes at as nearly as possible—

(a) in the middle of each first work period of a day; and

(b) in the middle of each second work period of a day; during which an employee shall not be required or permitted to perform any work and such intervals shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) of this clause all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clauses (1) and (2) of this clause other than time worked on a Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day, shall be deemed to be overtime, subject, *mutatis mutandis*, to the provisions of sub-clause (2) of clause 11 of Part I and to the provisions of sub-clause (3) of clause 4 of Part II of this Agreement.

(7) *Limitation of Overtime.*—An employer shall not require or permit his employees to work overtime for more than ten hours in a week or four hours on any one day in any week and two hours on the remaining days of that week.

(8) *Payment for Overtime.*—Overtime shall be paid for at the following rates:—

(a) For the first two hours overtime per day from Monday to Friday, the hourly rate which the employee is receiving at the time plus the amount indicated hereunder in respect of the occupations listed:—

	Per Hour. Cents.
(i) Joiners, machinists, saw doctors, asphalters, maintenance mechanics, painters and glaziers	5
(ii) Sawyers, machine minders and mechanical handling equipment drivers	3
(iii) Semi-skilled labourers	2½
(iv) Drivers of mechanical vehicles	4
(v) Unskilled labourers	1½
(vi) First year apprentices	1½
Second year apprentices	1½
Third year apprentices	2
Fourth year apprentices	2½
Fifth year apprentices	2½
First year learners	1½
Second year learners	2
Third year learner	2½
Minors	1½

(b) For all overtime worked in excess of two hours per day from Mondays to Fridays and for all time worked prior to noon on Saturdays, one and one-quarter times the hourly rate which the employee is receiving at the time; and

(c) for all time worked after noon on Saturdays and on Sundays and paid public holidays in terms of this Agreement, one and one-third times the hourly rate which the employee is receiving at the time.

(9) The provisions of this clause, other than the provisions of sub-clause (2) (b), shall not apply to watchmen.

6. ANNUAL LEAVE.

(1) Subject to the further provisions of this clause, every employer shall grant and every employee shall take—

(a) leave of absence of not less than two consecutive calendar weeks in respect of each completed year of employment; and

(b) every employee shall be paid an amount equal to twelve days' full pay in respect of such leave.

(2) The leave referred to in sub-clause (1) of this clause shall be granted at a time to be fixed by the employer; provided that—

(a) if such leave has not been granted earlier it shall be granted within four months of the completion of the year of employment to which it relates; provided further that if an employee has agreed thereto, in writing, before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months;

(2) (a) Die gewone werkure van werknemers vir wie lone in klousule 4 (1), paragrawe (i), (ii), (iii), (iv), (x), (xi) en (xii) van Deel II van hierdie Ooreenkoms voorgeskryf word, moet hoogstens 40 uur in 'n week of 8 uur op 'n dag wees. Van Maandag tot Vrydag moet die daaglikse werkure vanaf 8 vm. tot 5 nm. wees.

(b) Daar mag van geen wag vereis of hy toegelaat word om langer as ses dae in 'n week te werk nie.

(3) *Eienspouses.*—'n Werkgewer mag nie van sy werknemers vereis of hulle toelaat om langer as vyf uur ononderbroke te werk nie sonder 'n pouse van minstens een uur waarin geen werk gedoen mag word nie, en dié pouse word nie geag deel uit te maak van die gewone of oortydwerkure nie; met dien verstande dat—

(a) indien sodanige pouse langer as een uur is, elke tydperk wat langer is as een en 'n kwart uur, geag word gewone werkure te wees;

(b) werktydperk wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd bestuurders van meganiese voertuie en wagte, 'n ruspouse toestaan van minstens sewe minute so na as moontlik—

(a) in die middel van elke eerste werktydperk van 'n dag; en

(b) in die middel van elke tweede werktydperk van 'n dag; waarin daar nie van 'n werknemer vereis en hy nie toegelaat mag word om enige werk te verrig nie en sodanige pouses word geag deel van die gewone werkure te wees.

(5) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousules (3) en (4) van hierdie klousule moet alle werkure opmekeer volg.

(6) *Oortydwerk.*—Alle tyd wat daar meer gewerk word as die getal ure wat in subklousules (1) en (2) van hierdie klousule ten opsigte van 'n dag of 'n week voorgeskryf word, uitgesonderd tyd gewerk op 'n Sondag, Goëie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag en Nuwejaarsdag, word, behoudens *mutatis mutandis*, die bepalings van subklousule (2) van klousule 11 van Deel I en die bepalings van subklousule (3) van klousule 4 van Deel II van hierdie Ooreenkoms, as oortydwerk geag.

(7) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemers vereis of hulle toelaat om langer as tien uur in 'n week of vier uur op 'n dag in 'n week en twee uur op die res van die dae van daardie week oortyd te werk nie.

(8) *Betaling vir oortydwerk.*—Daar moet teen die volgende skale vir oortydwerk betaal word:—

	Per uur. Sent.
(i) Skrynwerkers, masjinite, saagherstellers, asfaltwerkers, onderhoudswerktuigkundiges, skilders en ruitinsitters	5
(ii) Saers, masjienbedieners en bestuurders van meganiese hanteeruitrusting	3
(iii) Halfgeskoolde arbeiders	2½
(iv) Bestuurders van meganiese voertuie	4
(v) Ongeskoolde arbeiders	1½
(vi) Vakleerlinge in hul eerste jaar	1½
Vakleerlinge in hul tweede jaar	1½
Vakleerlinge in hul derde jaar	2
Vakleerlinge in hul vierde jaar	2½
Vakleerlinge in hul vyfde jaar	2½
Leerlinge in hul eerste jaar	1½
Leerlinge in hul tweede jaar	2
Leerlinge in hul derde jaar	2½
Minderjarige	1½

(b) Vir alle oortyd wat daar langer as twee uur per dag vanaf Maandag tot Vrydag gewerk word en vir alle tyd wat daar voor 12-uur middag op Saterdag gewerk word, een en een kwart maal die uurloon wat die werknemer op daardie tyd-stip ontvang; en

(c) vir alle tyd wat daar na 12-uur middag op Saterdag en op Sondag en betaalde openbare vakansiedae gewerk word ingevolge hierdie Ooreenkoms, een en een-derde maal die uurloon wat die werknemer op die tyd-stip ontvang.

(9) Die bepalings van hierdie klousule, uitgesonderd die bepalings van subklousule (2) (b), is nie op wagte van toepassing nie.

6. JAARLIKSE VERLOF.

(1) Behoudens verdere bepalings van hierdie klousule, moet elke werkgewer onderbedeelde verlof toestaan en moet elke werknemer dit neem:—

(a) Verlof van minstens twee opeenvolgende kalenderweke ten opsigte van elke voltooid jaar diens; en

(b) moet elke werknemer ten opsigte van sodanige verlof 'n bedrag betaal word wat gelyk is aan volle betaling vir 12 dae.

(2) Die verlof in subklousule (1) van hierdie klousule bedoel, moet op 'n tyd-stip wat die werkgewer vasstel, toegestaan word; met dien verstande dat—

(a) indien dié verlof nie vroeër toegestaan is nie, dit binne vier maande na die voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word; voorts met dien verstande dat, indien 'n werknemer skriftelik daartoe ingestem het voor die verstryking van die gemelde tydperk van vier maande, sy werknemer sodanige verlof aan hom kan toestaan vanaf 'n datum nie later as twee maande na die verstryking van gemelde tydperk van vier maande nie;

- (b) the period of such leave shall not be concurrent with any period during which the employee is required to undergo military training, except at the written request of the employee;
- (c) if Easter Monday, Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave, subject to the provisions of clause 7 of Part II of the Agreement;
- (d) an employer may set off against such leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) The remuneration in respect of annual leave referred to in sub-clause (1) hereof shall be paid not later than the last work day before the date of commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer and to whom the period of leave referred to in sub-clause (1) hereof has accrued but was not granted shall, save as provided in paragraph (d) of sub-clause (2) hereof, upon such termination be paid—

- (a) his full pay in respect of any period of leave which has accrued to him but was not granted before the date of termination of employment; and
- (b) his full pay for one day in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (1) hereof, or in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment.

(5) Any amount paid to an employee in terms of this clause shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(6) For the purpose of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1) hereof;
- (b) required to undergo military training;
- (c) absent from work on the instruction or at the request of his employer;

amounting in the aggregate to not more than ten weeks in respect of paragraphs (a) and (c), plus the period of any military training undergone in that year, and shall be deemed to commence—

- (i) in the case of an employee who had, before the coming into force of the Agreement, become entitled to leave in terms of any law: from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service, or from the date of coming into force of this Agreement, whichever is the later.

- (7) In this clause the expression "employer" includes—
- (a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and
- (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continue to employ that employee.

7. PUBLIC HOLIDAYS.

(1) (a) *Public Holidays.*—Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be compulsory holidays for all employees except watchmen.

(b) *Payment for Public Holidays.*—Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays for all employees, except watchmen, at not less than their ordinary rate of remuneration as if such employees had in fact worked on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day.

8. TERMINATION OF EMPLOYMENT.

(1) Subject to the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient, any employer desirous of terminating the employment of an employee and any employee desirous of terminating his employment with an employer shall—

- (a) in the case of general foremen, foremen, joiners, machinists, saw doctors, asphalters and maintenance mechanics, give not less than two hours' notice of such termination; and
- (b) in the case of all other employees not less than one hour's notice of such termination.

(b) die tydperk van sodanige verlof nie mag saamval met enige tydperk waarin daar van die werknemer vereis word om militêre opleiding te ondergaan nie, uitgesonderd op die skriftelike versoek van die werknemer;

(c) indien Paasmaandag, Goeie Vrydag, Hemelvaartdag, Gelofte-
dag, Kersdag of Nuwejaarsdag in sodanige verloftydperk val, daar nog 'n dag, in die plek van elke sodanige dag, as 'n verdere verloftydperk by gemelde tydperk gevoeg moet word; behoudens die bepalings van klousule 7 van Deel II van die Ooreenkoms;

(d) 'n werkgewer enige dag geleentheidsverlof wat met volle betaling toegestaan aan sy werknemer op sy werknemer se skriftelike versoek gedurende die diensjaar waarop die jaarlikse verloftydperk betrekking het, van sodanige verlof mag aftrek.

(3) Die besoldiging ten opsigte van jaarlikse verlof in subklousule (1) hiervan bedoel moet voor of op die laaste werkdag voor die begindatum van sodanige verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkgewer beëindig word en vir wie die verloftydperk gemeld in subklousule (1) hiervan opgehoop het maar nie aan hom toegestaan is nie, moet, behoudens die bepalings in paragraaf (d) van subklousule (2) hiervan, by sodanige beëindiging soos volg betaal word:—

- (a) Sy volle betaling ten opsigte van enige verloftydperk wat vir hom opgehoop het maar nie aan hom verleen is voor die datum waarop die diens beëindig is nie; en
- (b) sy volle betaling vir een dag ten opsigte van elke voltooië maand diens by die werkgewer na die datum waarop hy laas op verlof kragtens subklousule (1) hiervan geregtig geword het, of in die geval van 'n werknemer wat minder as twaalf maande in diens was, na die datum waarop sy diens begin het.

(5) Enige bedrag wat ingevolge hierdie klousule aan 'n werknemer betaal word, moet bereken word teen die besoldigingskaal wat die werknemer onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval, ontvang het.

(6) By die toepassing van hierdie klousule word die uitdrukking "diens" geag in te sluit enige tydperk of tydperke waarin 'n werknemer—

- (a) ingevolge subklousule (1) hiervan met verlof afwesig is;
- (b) militêre opleiding moet ondergaan;
- (c) op las of op versoek van sy werkgewer van die werk afwesig is;

vir altesaam hoogstens tien weke ten opsigte van paragrafe (a) en (c), plus die tydperk van enige militêre opleiding wat in daardie jaar ondergaan is, en word geag soos volg te begin:—

- (i) In die geval van 'n werknemer wat op verlof geregtig geword het ingevolge enige wet voordat hierdie Ooreenkoms van krag word, vanaf die datum waarop sodanige werknemer laas op verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die inwerking-tredingsdatum van hierdie Ooreenkoms in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nie daarkragtens op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van alle ander werknemers, vanaf die datum waarop sodanige werknemer in sy werkgewer se diens getree het, of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

(7) In hierdie klousule omvat die uitdrukking "werkgewer"—

- (a) in die geval van die dood van 'n werkgewer, die eksekuteur van sy boedel of sy erfgenaam of legataris; en
- (b) in die geval van die insolvensie van 'n werkgewer of die likwidasie van sy boedel, of die oordrag of verkoop van sy besigheid, die trustee of beredderaar of die nuwe eienaar van die besigheid;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, beredderaar of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

7. OPENBARE VAKANSIEDAE.

(1) (a) *Openbare vakansiedae.*—Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-
dag, Kersdag en Nuwejaarsdag is verpligte vakansiedae vir alle werknemers, uitgesonderd wagte.

(b) *Betaling vir openbare vakansiedae.*—Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-
dag, Kersdag en Nuwejaarsdag is betaalbare vakansiedae vir alle werknemers, uitgesonderd wagte, teen minstens hulle gewone besoldigingskaal asof sodanige werknemers inderdaad op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-
dag, Kersdag en Nuwejaarsdag gewerk het.

8. BEËINDIGING VAN DIENS.

(1) Behoudens die reg van 'n werkgewer of 'n werknemer om die diens sonder opsegging vir enige regsgeldige rede te beëindig moet 'n werkgewer wat die diens van 'n werknemer wil beëindig en 'n werknemer wat sy diens by 'n werkgewer wil beëindig—

- (a) in die geval van algemene voormanne, voormanne, skryfwerkers, masjiniste, saagherstellers, asfaltwerkers en onderhoudswerktuigkundiges, minstens twee uur kennis van sodanige beëindiging gee; en
- (b) in die geval van alle ander werknemers, minstens een uur kennis van sodanige beëindiging gee.

(2) Any employee mentioned in sub-clause (1) (a) of this clause requiring payment of wages due to be made on the day of termination shall give his notice to the employer before 10 a.m. on the day of termination of his employment; otherwise payment of wages due may, in consequence, take place the next working day.

(3) The notice period in the case of employees mentioned in paragraph (a) of sub-clause (1) of this clause shall become operative at the beginning of the last two hours of the working day and the employee shall be permitted during the two hours' notice period to put his tools in working order and thereafter he shall resume and continue his work until the normal stopping time.

(4) The notice period in the case of employees mentioned in paragraph (b) of sub-clause (1) of this clause shall become operative at the beginning of the last hour of the working day and the employee, other than unskilled labourers, semi-skilled labourers, drivers of mechanical vehicles, sawyers, machine minders or watchmen, shall be permitted during the one hour notice period to put his tools in working order and thereafter he shall resume and continue his work until the normal stopping time.

(5) Notwithstanding anything to the contrary contained in this Agreement, termination of employment of any employee mentioned in sub-clause (1) (a) of this clause shall not in any case take place before the normal stopping time on the day stated when giving notice of termination of employment.

Signed on behalf of the parties at Port Elizabeth on this 18th day of July, 1963.

F. G. BLACK,
Chairman of the Council.
T. D. DU PLESSIS,
Vice-chairman of the Council.
R. VAN DER MERWE,
Secretary of the Council.

ANNEXURE A.
WAGE ENVELOPE.

Date _____

Employer _____

Employee _____

Ordinary hours worked _____ at _____

Overtime hours worked _____ at _____

Holiday Fund R. _____ per hour _____

Extras _____

TOTAL..... R. _____

Less:

Council levy..... R. _____

U.I.F..... R. _____

H.F. stamp..... R. _____

P.A.Y.E..... R. _____

TOTAL CASH ENCLOSED..... R. _____

VALUE OF HOLIDAY FUND STAMPS ENCLOSED R. _____

(2) 'n Werknemer in subklousule (1) (a) van hierdie klousule genoem, wat vereis dat die verskuldigde lone op die dag van diens beëindig betaal word, moet sy diens voor 10 vm. op die dag waarop sy diens beëindig word, by die werkgewer opsê, so nie mag die betaling van die verskuldigde lone as gevolg daarvan op die volgende werkdag plaasvind.

(3) Die opseggingstydperk in die geval van werknemers wat in paragraaf (a) van subklousule (1) van hierdie klousule gemeld word, word geldig vanaf die begin van die laaste twee uur van die werkdag en die werknemer moet toegelaat word om in die opseggingstydperk van twee uur sy gereedskap in 'n werkende orde te bring, en daarna moet hy sy werk hervat en daarmee voortgaan tot op die gewone uitskeityd.

(4) Die opseggingstydperk in die geval van werknemers wat in paragraaf (b) van subklousule (1) van hierdie klousule gemeld word, word geldig vanaf die begin van die laaste uur van die werkdag en die werknemer, uitgesonderd ongeskoolde arbeiders, halfgeskoolde arbeiders, bestuurders van meganiese voertuie, saers, masjienbedieners of wagte, word toegelaat om in die opseggingstydperk van een uur sy gereedskap in 'n werkende orde te bring, en daarna moet hy sy werk hervat en daarmee voortgaan tot op die gewone uitskeityd.

(5) Ondanks enige andersluidende bepalings in hierdie Ooreenkoms, mag die diens van 'n werknemer wat in subklousule (1) (a) van hierdie klousule gemeld word, onder geen omstandighede beëindig word voor die gewone uitskeityd op die gemelde dag nie, wanneer daar van die beëindiging van diens kennis gegee word.

Namens die partye, op hede die 18de dag van Julie 1963, in Port Elizabeth onderteken.

F. G. BLACK,
Voorsitter van die Raad.
T. D. DU PLESSIS,
Ondervoorsitter van die Raad.
R. VAN DER MERWE,
Sekretaris van die Raad.

AANHANGSEL A.
LOONKOEVERT.

Datum _____

Werkgewer _____

Werknemer _____

Gewone werkure gewerk _____ teen _____

Oortydure gewerk _____ teen _____

Verloffonds R. _____ per uur _____

Extras _____

TOTAAL..... R. _____

Min:

Raadheffing..... R. _____

W.V.F..... R. _____

V.F.-seël..... R. _____

L.B.S..... R. _____

TOTALE KONTANT INGESLUIT..... R. _____

WAARDE VAN VERLOFFONDSEËLS INGESLUIT.. R. _____

ANNEXURE B.
AANHANGSEL B.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, PORT ELIZABETH.
NYWERHEIDSRaad VIR DIE BOUNYWERHEID, PORT ELIZABETH.

RETURN OF CONTRIBUTIONS PAYABLE IN TERMS OF THE AGREEMENT.
OPGAWE VAN BYDRAES BETAALBAAR KRAGTENS DIE OOREENKOMS.

Name of Employer
Naam van Werkgewer

Address
Adres

Week Ending./Week geëindig. Date./Datum.	Trade. Bedryf.	Number of Artisans. Getal vakmanne.	Artisans' Contributions. Bydraes van vakmanne.
	Carpenters/Timmermans.....		
	Bricklayers/Messelaars.....		
	Electricians/Elektrisiëns.....		
	Plumbers/Loodgieters.....		
	Painters and Glaziers/Skilders en Glasuur- ders.....		
	Other Artisans/Ander vakmanne.....		
	Carpenters/Timmermans.....		
	Bricklayers/Messelaars.....		
	Electricians/Elektrisiëns.....		
	Plumbers/Loodgieters.....		
	Painters and Glaziers/Skilders en Glasuur- ders.....		
	Other Artisans/Ander vakmanne.....		

Week Ending./Week geëindig. Date./Datum.	Trade. Bedryf.	Number of Artisans. Getal vakmanne.	Artisans' Contributions. Bydraes van vakmanne.
	Carpenters/Timmermans.....		
	Bricklayers/Messelaars.....		
	Electricians/Elektrisiëns.....		
	Plumbers/Loodgieters.....		
	Painters and Glaziers/Skilders en Glasuur- ders.....		
	Other Artisans/Ander vakmanne.....		
	Carpenters/Timmermans.....		
	Bricklayers/Messelaars.....		
	Electricians/Elektrisiëns.....		
	Plumbers/Loodgieters.....		
	Painters and Glaziers/Skilders en Glasuur- ders.....		
	Other Artisans/Ander vakmanne.....		
	Carpenters/Timmermans.....		
	Bricklayers/Messelaars.....		
	Electricians/Elektrisiëns.....		
	Plumbers/Loodgieters.....		
	Painters and Glaziers/Skilders en Glasuur- ders.....		
	Other Artisans/Ander vakmanne.....		
	Employee's Total/Werknemer se totaal		
	Employer's Contributions to/Werkgewer se bydraes aan—		
	Council Funds/Raadsfondse.....		
	Development Fund/Ontwikkelingsfonds.....		
	Total/Totaal.....		R

Employer's Signature.—Handtekening van Werkgewer.

NOTE.—Returns must be sent to the Secretary, Box 3179, Port Elizabeth, together with ALL contributions due not later than the 7th of the month following that for which the return is made.
 LET WEL.—Opgawes moet aan die Sekretaris, Posbus 3179, Port Elizabeth, verstrek word, tesame met AL die bydraes verskuldig nie later nie as die 7de van die maand wat volg op die een waarvoor die opgawe verstrek word.

No. 1668.] [25 October 1963.
 WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
 REGULATIONS PUBLISHED UNDER WAR
 MEASURE No. 43 OF 1942, AS AMENDED.

BUILDING INDUSTRY, PORT ELIZABETH.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Building Industry published under Government Notice No. 1667 of the 25th October, 1963.

M. VILJOEN,
 Deputy-Minister of Labour.

No. 1669.] [25 October 1963.
 FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.

BUILDING INDUSTRY, PORT ELIZABETH.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby 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. 1667 of the 25th October, 1963, 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.

M. VILJOEN,
 Deputy-Minister of Labour.

No. 1668.] [25 Oktober 1963.
 WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
 KOSTETOELAES GEPUBLISEER BY OORLOGS-
 MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

BOUNYWERHEID, PORT ELIZABETH.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bounywerheid wat by Goewermentskennisgewing No. 1667 van 25 Oktober 1963 gepubliseer is.

M. VILJOEN,
 Adjunk-minister van Arbeid.

No. 1669.] [25 Oktober 1963.
 WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.

BOUNYWERHEID, PORT ELIZABETH.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid gepubliseer by Goewermentskennisgewing No. 1667 van 25 Oktober 1963, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
 Adjunk-minister van Arbeid.