

Republiek van Suid-Afrika

Republic of South Africa



# Buitengewone Staatskoerant Government Gazette Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

(REGULASIEKOERANT No. 711)

Prys 10c Price  
Oorsee 15c Overseas  
POSVRY - POST FREE

(REGULATION GAZETTE No. 711)

VOL. 21.]

PRETORIA, 23 SEPTEMBER  
23 SEPTEMBER 1966.

[No. 1543.

## GOEWERMENSKENNISGEWINGS.

## DEPARTEMENT VAN ARBEID.

No. R. 1389.] [23 September 1966.  
WET OP NYWERHEIDSVERSOENING, 1956.

BOONYWERHEID, KIMBERLEY.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klosules 1 (1), 2, 19, 21, 22 en 26, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag 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 gebied binne 'n straal van ses myl vanaf die Hoofposkantoor, Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie Oranje-Vrystaat wat binne genoemde straal van ses myl val; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klosules 1 (1), 2, 19, 21, 22, 26 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die gebied binne 'n straal van ses myl vanaf die Hoofposkantoor, Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie Oranje-Vrystaat wat binne genoemde straal van ses myl val, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,  
Minister van Arbeid.

## GOVERNMENT NOTICES.

## DEPARTMENT OF LABOUR.

No. R. 1389.] [23 September 1966.  
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, KIMBERLEY.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 19, 21, 22 and 26, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the area within a radius of six miles from the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State falling within the said radius of six miles; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the area within a radius of six miles from the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State falling within the said radius of six miles, and from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 19, 21, 22, 26 and 28, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,  
Minister of Labour.

## BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,  
KIMBERLEY.

## OOREENKOMS

ingevolge die bepальings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die Kimberley Master Builders' and Allied Trades Employers' Association

(hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Amalgamated Society of Woodworkers, en die Amalgamated Union of Building Trade Workers of South Africa (hieronder die „werknekemers” of die „vakverenigings” genoem), aan die ander kant,  
wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kimberley.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepальings van hierdie Ooreenkoms moet in 'n gebied binne 'n straal van ses myl vanaf die Hoofposkantoor, Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie Oranje-Vrystaat wat binne genoemde straal van ses myl val, nagekom word deur die werkgewers en die werknekemers in die Bounywerheid wat onderskeidelik lede van die werkgewersorganisasie en die vakverenigings is.

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

- (a) is die bepальings van hierdie Ooreenkoms op vakleerlinge van toepassing slegs vir sover dit nie met die bepальings van die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan of met voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie;
- (b) is die bepальings van hierdie Ooreenkoms op kwekelinge wat opgelei word ooreenkomsdig die bepальings van die Wet op Opleiding van Ambagsmanne, 1951 (Wet No. 38 van 1951), van toepassing slegs vir sover dit nie met die bepальings van daardie Wet of met voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie.

## 2. GELDIGHEIDSDEUR.

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

## 3. WOORDOMSKRYWING.

Alle uitdrukings wat uit hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, 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 sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;  
„vakleerling” 'n werknekem wat diens doen ingevolge 'n skrifte-like leerlingskontrak wat ooreenkomsdig die bepальings van die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is, en ook 'n minderjarige wat ingevolge daardie Wet op proef in 'n aangewese bedryf in diens geneem is;

„Bounywerheid” of „Nywerheid”, sonder om die gewone betekenis van die woord enigerwyse te beperk, die nywerheid waarin die werkgewer en die werknekem met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of artikels te maak of te herstel vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde ambagte of onderverdelings daarvan betrokke is:—

*Asfaltwerk*, wat die volgende insluit: Die bedekking van vloere, plat- en/ of skuins dakke, die waterdigtig of dampdigtig van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakte, afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastik of emulsified-asfalt of -bitumen, wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;

*messelwerk*, wat die volgende insluit: Betonwerk en die vassit van bakstene, betonblokke, -platblokke of -plate wat in dagha gelê word, die beteeling van mure en vloere, voegwerk aan steenwerk, voegstryking, pлавeework, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, riolaanlegwerk, leiklipwerk en pandekking;

*glaswerk*, wat die volgende insluit: Die aanbring van alle soorte glas of dergelike materiaal in spinnings wat gevorm is in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehorens, en alle werksaamhede wat

## SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY  
KIMBERLEY.

## AGREEMENT

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

Kimberley Master Builders' and Allied Trades Employers' Association

(hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers and the Amalgamated Union of Building Trade Workers of South Africa (hereinafter referred to as "the employees" or the "trade unions"), of the other part,  
being the parties to the Industrial Council for the Building Industry, Kimberley.

## 1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in an area bounded by and included in a radius of six miles from the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State which fall within the said radius of six miles by the employers and the employees in the Building Industry who are members of the employers' organisation 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) 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.

## 2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be determined by the Minister in terms of section 48 of the Act and shall remain in force for a period of five years or for such period as may be determined by him.

## 3. DEFINITIONS.

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

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

“apprentice” means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, as amended, and includes a minor employed on probation in a designated trade under that Act;

“Building Industry” or “Industry” means without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures, and/or the making and/or repairing of the 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 site of the buildings or structures or elsewhere and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof:—

*Asphalting*, which includes covering floors, flat and/or sloping roofs; water proofing or damp proofing of basements or foundations whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;

*bricklaying*, which includes concreting and the fixing of bricks, concrete blocks, slabs or plates where bedded in mortar, tiling of walls and floors, jointing of brick work, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drain-laying, slating and roof tiling;

*glazing*, which includes all the fixing of all kinds of glass or structure is done by the person making or preparing metal doors, windows, frames or like fixtures and all

**skrynwerk**, wat die aanbring van alle houttoebehorens en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehorens in verband staan, insluit, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie, en ook alle rakkaste, kombuiskaste of ander kombuistotoebehorens wat as 'n permanente deel van die gebou aangebring word;

**ruitwerk**, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en reklameborde (uitgesonderd die elektriese toebehorens wat daar mee in verband staan) en die glaswerk wat daarop betrekking het;

**klipmesselwerk**, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier-, monument- en gedenksteenwerk), betonwerk en die aanbring van bou van voorafgegiste of kunsklip of kuns-marmer, plaveiwerk, mosaiekwerk, voegstryking, muuren vloerbetegeling, die bediening van 'n Mall en Biax of dergelyke tipe draagbare draaibak, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipwerkers-gereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

**metaalwerk**, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, bousmids-werk, metaalframe en metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal 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, muur-plakwerk, distemperwerk, beitswerk, verniswerk, vlam-schilderwerk, marmering en spuitwerk, letterskilderwerk en muurversiering;

**pleisterwerk**, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisie-pleisterwerk, granolitiese, terrasso- en komposisievloer-werk, komposisiemuurbekleding en die poleerwerk daar-aan, die bediening van 'n Mall en Biax of dergelyke tipe draaibak, buigsame sny- en afwerkmasjien, voorafgegiste en kunsklipwerk, muur- en vloerbetegeling, plaveiwerk en mosaiekwerk, metaallatwerk, akoustiekspuit-werk en alle prosesse wat in verband staan met die vol-tooiing van plafonne en mure, 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: Sweissdeer-werk en sveiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, loodkalfaat-werk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandbestrydingsinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

**winkel-, kantoor- en bankuitrusting**, wat die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstallaste, toonbankskermes en binnenshuise los en vas toebehorens insluit;

**houtwerk**, wat die volgende insluit: Timmerwerk, fineer-paneelwerk en die polering en skuur daarvan, hout-masjienwerk, draaiwerk, houtsneewerk, die aanbring van gegolfde sinkplate, klank- en akoustiekmaterial, kurken en asbesisolasië, houtlatwerk, komposisieplafonne en muurbekleding, die boor van gate en die aanbring van proppe in mure, die bedekking van hout met metaal, blokkies- en ander vloere met inbegrip van hout, linoleum, rubberkompositie vloerbedekking met asfalt-onderlaag of kurk insluitende die skuur daarvan, die bediening van 'n Mall en Biax of dergelyke tipe draagbare draaiskuurskyf, buigsame sny-, afwerk- en poleer-masjien, bekisting en/of die bereiding van vorms vir beton, 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;

„Raad” die Nywerheidsraad vir die Bouwye (Kimberley) wat geag word ingevolge artikel negentien van die Wet geregistreer te wees;

„noodwerk” werk wat nie redelikerwys verrig kan word nie gedurende die ure voorgeskryf in of wat kragtens klousule 7 van hierdie Ooreenkoms bepaal kan word;

„noedsaaklike dienste” enige werk wat noedsaaklik verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, besigheid of onderneming te verseker;

„Fonds” die Pensioenfonds wat ingevolge klousule 28 van

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

light making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto) and the glazing relating thereto;

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

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal and sheet 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, dis-tempering, staining, varnishing, grain'ng, marbling and spraying, signwriting and wall decoration;

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

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

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

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

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

“Council” means the Industrial Council for the Building Industry (Kimberley) deemed to have been registered in terms of section 19 of the Act;

“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 7 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;

“Fund” means the Pension Fund established in terms of

„vakman” ’n werknemer, uitgesonderd ’n vakleerling of geskoonde arbeider of ongeskoonde arbeider, wat in een of meer van die ambagte of onderverdelings daarvan wat in die omskrywing van „Bounywerheid” genoem word, werkzaam is;

„arbeider” ’n werknemer wat enigeen van of al die volgende werkzaamhede verrig:

Ambagsmanne help deur plamuurwerk te verrig by wyse van die voorbreiding van houtoppervlaktes voordat dit met ’n doek gepoleer word;  
ambagsmanne help om warm lym aan tappes of houtoppervlaktes aan te bring voordat dit geklamp of gepers word;  
ambagsmanne help om staalstutte in posisie te plaas, dit aan drabalkie vas te maak en die hoogtes reg te stel; hangsae onder toesig bedien, help om klippe reg te sit en nuwe saaglemme aanbring met die doel om hangsae en poleermasjiene te bedien en/of met slippemasjienerie werk; vloerpolitoer aanbring;  
saksmeerkwerk aan mure en plafonne verrig sonder om die gereedskap van ambagsmanne te gebruik;  
ou of afvalmetaal met die hand of ’n masjien baal;  
staalwapeningsmateriaal met draad bind of vasmaak en sodanige materiaal onder toesig buig, montere, oprig en vassit;  
dagha, stene, klip, beton en ander materiaal dra;  
glas skoonmaak nadat dit ingesit is;  
voltooide rame skoonmaak ter voorbereiding vir stopverfwerk;  
vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;  
kiaat of ander hardehout skoonmaak deur oplosmiddels en staalwol te gebruik;  
staalventers en -deurkosyne onder toesig koppel;  
ype en staalstawe, maar nie dié van koper nie, onder toesig met die hand of ’n masjien sny, buig, vasskroef en skroefdraad daarin sny;  
steierpale of stutte met ’n treksaag saag;  
voglae sny en in posisie plaas;  
verstandings vir verbande in baksteenwerk uitkap; hoepelyster sny, buig en vashou;  
afvalmetaal met die hand sny;  
bakstene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;  
dakteëls onder toesig met ’n hand-teëlsnimasjien regsnys;  
klip of grond vir fondamente, vore, rirole en kanale uitgrawe of uitneem;  
materiaal van alle houtwerkmasjiene verwijder;  
metaal onder toesig met ’n kragaangedrewre of handmasjien boor of pons;  
hysertoestelle onder toesig oprig;  
steierwerk onder toesig oprig;  
uitgravingswerk in grond, sagte en harde rots verrig, ’n klopoor gebruik en die uitgegraafde klip en grond verwijder;  
duike en gate aan die voorcant van afgewerkte artikels opvul deur ’n cementmengsel te gebruik en die oppervlakte met ’n stuk sak te vryf;  
voëe tussen baksteenwerk en betonbalke onder toesig opvul;  
voëe tussen alle muurteëls opvul en die muurteëls skoonmaak sonder om voegstrykwerk en voegvulwerk te verrig;  
vorms met ’n voorwerkmening sel en ’n betonmengsel vul deur ’n skopgraaf te gebruik;  
hoepelyster, staal- of draadverstywers vassit ten einde bekisting te verstek;  
voglae aan die kante van staal- en houtrame vassit;  
kloue aan staalvensters en -deurkosyne onder toesig vassit; sand, klip en cement afmeet;  
grootes van muur- en vloerteëls afmeet;  
voëe in klipwerk met bry vul en die agterkante opvul nadat dit onder toesig vasgesit is;  
voëe tussen stene en vloerteëls met bry vul en dit skoonmaak;  
bekisting ophys en in posisie plaas maar nie vasmaak nie; staal ophys en onder toesig in posisie plaas;  
stopverf brei totdat dit reg is vir gebruik;  
beton uitsprei, gelykmaak en afvlak en ’n betontriller bedien onder toesig;  
los teëls op oppervlaktes lê sonder om dit vas te sit, mits geen gereedskap gebruik word nie.

fondamente awfit en geboue en latrines wat geokkypeer en gebruik word deur Bantos, awfit en met teer of dergelike produkte bestryk en/of ruwe timmerwerk soos vloerbalke en die onderkante van grondvloere met teer of dergelike produkte bestryk; met dien verstande dat die uitdrukkingen „fondamente” en „die onderkante van grondvloere” nie enige gedeelte van ’n gebou wat vir doeleinde soos kelders, parkeerlokale, pakkamers, ens., gebruik word of gebruik sal word, insluit nie;  
materiaal en goedere op- en aflaai;

vatlae aanbring ter voorbereiding vir die aanbring van afwerklae van mastikasfalt aan alle vertikale en skuins oppervlaktes;

mastikasfalt in potte meng en vure stook;

“journeyman” means any employee other than an apprentice or skilled labourer or unskilled labourer employed in any one or more of the trades or subdivisions thereof enumerated in the definition of “Building Industry”;

“labourer” means an employee engaged on any one or all of the following:

Assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;

assisting artisans in the application of hot glue to tenons or wood surfaces prior to cramping or pressing;

assisting artisans in placing 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 excluding the use of artisans’ tools;

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, brick, stone, concrete and other materials;

cleaning of glass after glazing;

cleaning completed frames in preparation for puttying;

cleaning off moulds, work benches, yard premises, tools, etc.;

cleaning down of teak or other hard wood by using solvents and steel wools;

coupling steel windows and door frames under supervision;

cutting, screwing, bending and threading of piping and steel rods by hand or machine under supervision, excluding copper;

cutting scaffold poles or props by two-handed saw;

cutting damp course and placing in position;

cutting of toothings and indents for bonding brickwork;

cutting hoop iron, bending and holding;

cutting up scrap metal by hand;

cutting, drilling, chasing and plugging in brick and concrete;

cutting of roofing tiles with tile hand-cutting machine under supervision;

digging or taking out stone or soil for foundations, trenches, drains and channels;

drawing off material from all woodworking machines;

drilling or punching metal power or hand machine under supervision;

erecting hoists under supervision;

erecting scaffolding under supervision;

excavating in ground, soft and hard rock and using a jack-hammer and removing excavated stone and soil; filling 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 mould with a facing mixture and concrete mixture using a shovel;

fixing hoop iron, steel or wire stiffeners to strengthen shuttering;

fixing damp course 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 under supervision;

grouting of joints in bricks and tile floors and cleaning off;

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, levelling and screeding of concrete and operating a concrete vibrator, under supervision;

laying loose tiles on surfaces without bedding provided no tools are used;

lime-washing of foundations and lime-washing and the use of tar or similar products on buildings and latrines occupied and to be used by Bantu and/or rough timber such as floor joists and underside of ground floors;

provided that the terms “foundations” and “underside of ground floors” shall not include any portion of a building utilised or to be utilised for such purposes as cellars, parking bays, store rooms and the like;

loading and unloading materials and goods;

applying key coat preparatory to application of finishing coat of mastic asphalt on all vertical and inclined surfaces;

mixing mastic asphalt in pots, attending to fires;

mixing mixed materials to site of laying, cleaning up

asfaltmacadam meng, die materiaal uitstort en plaas op die plek waar dit aangebring moet word en dit met handrolle gelyk rol;  
 beton met die hand of 'n masjien meng;  
 masjinerie olie en smeer wanneer dit stilstaan;  
 oppervlaktes met 'n grondlaag van bitumineuse mastik- of waterdigtigsoplossings bestryk;  
 dakke voorberei en ook afskraap en met 'n draad borstel bewerk voordat dit geverf word;  
 voëe en die agterkante van klappe met 'n waterdigtigs-mengsel verf;  
 alle bouersuitrusting met 'n preserveermiddel verf;  
 roes of skilfers van yster- of staaloppervlaktes verwijder; los of afskilferende verf van geute, geutyppe of ander oppervlaktes verwijder, onder toesig, wanneer 'n blaaslamp of verfoplosmiddel gebruik word;  
 pleister van staal- of houtoppervlaktes in nuwe geboue verwijder voordat dit geverf word;  
 afgewitte en ander oppervlaktes afskraap en afskuur maar nie sodanige oppervlaktes reparere nie;  
 mure of ander oppervlaktes afskraap of awas met die doel om dit te verf, mits gereedskap gebruik word wat nie gewoonlik deur skilders gebruik word nie en mits ambagswerk nie deur 'n ongeskoold arbeider verrig word nie;  
 nuwe gegalvaniseerde oppervlaktes awas voordat dit geverf word en nuwe gegalvaniseerde oppervlaktes onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word;  
 skuurmiddels van alle soorte, met inbegrip van skuurmengsels, met die hand gebruik op werk wat vir verf- en spuitwerk voorberei word; ook skuurpapier kan gebruik word maar geen ander kwaste nie as skrop- of draad-borsels;  
 voëe tussen stene uitkrap en oppervlaktes vir pleisterwerk voorberei;  
 vlekke en sement van klip-, kunsklip-, leiklip-, terracotta- of dergelike oppervlaktes verwijder met behulp van karborundumblokke of skuurmajiene;  
 die voorkante van produkte deur middel van 'n staal-borsel en 'n skropborsel met die hand afskuur;  
 materiaal met 'n skopgraaf ingooi of verwijder uit dagha of betonmengmasjiene, sand sif en dagha of beton met skopgrawe meng;  
 voëe van lyste met gips onder toesig vul;  
 bekisting onder toesig afbreuk;  
 vorms opstel en omhulsels en gietstukke afstroop;  
 vorms vul en materiaal daarin vasstamp sonder om die troffels van pleisteraars te gebruik;  
 timmerwerk onder toesig met 'n preserveremiddel behandel;  
 dakpanne met draad vasbind;  
 bakstene awas;  
 houtstutte onder toesig opwig;  
 klopboore bedien of hamer en pons gebruik om klip te splits of tapgate te boor;  
 hulp aan ambagsmanne of hoër gegradeerde werkers verleen, wanneer nodig, sonder om geskoold werk te verrig;  
 „Bestuurskomitee” die Bestuurskomitee van die Fonds;  
 „lid” enigemand ten opsigte van wie bydraes ooreenkomstig die bepalings van hierdie Ooreenkoms aan die Fonds betaal is;  
 „Sekretaris” die persoon wat op 'n bepaalde tydstip die Sekretaris van die Raad is en ook 'n beampete wat die Raad aangewys het om as Sekretaris op te tree;  
 „geskoold arbeider” 'n werknemer wat enigeen van of al die volgende klasse werk verrig:—  
 Meganiese voertuie en krane bestuur, vloer- en skuurmajiene bedien, toesig hou oor die oprigting van steiers en oor ongeskoold arbeiders, oppervlaktes met kalk en kleurstof bestryk, en wat daarbenewens die werk van 'n ongeskoold arbeider mag verrig;  
 „bouwerk” ook mure, grens-, tuin- en keermure en monumente; „werkende eienaar of vennoot” 'n werkewer of vennoot in 'n vennootskap wat self werk verrig wat soortgelyk is aan dié wat deur enigeen van sy werknemers verrig word.

## 4. LONE.

(1) (a) Behoudens die bepalings van subklousule (1) (b), (2) en (3) van hierdie klousule mag geen laer lone as dié hieronder genoem, gelees met die ander bepalings van hierdie klousule, deur 'n werkewer betaal en deur 'n werknemer aangeneem word nie:—

Per uur.

c.

(i) Arbeiders ... ... ... ... ... ... ... ... ... ...	15·5
(ii) Geskoold arbeiders ... ... ... ... ... ... ... ... ...	30·0
(iii) Vloer- en glaswerkers soos omskryf onder ambagsomskrywing ... ... ... ... ... ...	64·0
(iv) Vakmannie in alle ander ambagte:—	

Vir die eerste een jaar en ses maande vanaf die datum van inwerkingtreding soos in klousule 2 van hierdie Ooreenkoms benaal

mixing asphalt macadam, dumping and placing material at laying site, rolling with handrollers;  
 mixing concrete by hand or machine;  
 oiling and greasing machinery when not in operation;  
 priming of surfaces with bitumastic or waterproofing solutions;  
 preparing roofs, including scraping and wirebrushing prior to painting;  
 painting of joints and backs of stone with waterproofing compound;  
 preservative painting of all builders' plant;  
 removing rust or scale from iron or steel surfaces;  
 removing loose or flaking paint from gutters, drainpipes, or other surfaces, under supervision when a blowlamp or paint solvent is being used;  
 removing plaster from steel or wood surfaces in new buildings prior to painting;  
 scraping and rubbing down previously limewashed or other surfaces, but not to include repairing of such surfaces;  
 scraping or washing of walls or any surfaces for painting, provided that tools not 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 blowlamp 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 sandpaper but no brushes other than scrubbing brushes or wire brushes may be used;  
 raking out of brick joints and preparation of surfaces for plastering;  
 removing stains and cement on stone, artificial stone, slate, terracotta or similar surfaces with carborundum blocks or rubbing machines;  
 scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand;  
 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, under supervision;  
 stripping shuttering under supervision;  
 setting up of moulds and stripping of casings and castings; tamping of and the filling in of moulds—excluding the use of plasterer's trowels;  
 treating timber with preservative under supervision;  
 tying of roof tiles with wire;  
 washing down 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;

“Management Committee” means the Management Committee of the Fund;

“member” means any person in respect of whom contributions have been made to the Fund in terms of this Agreement;

“Secretary” means the Secretary for the time being of the Council and includes any official nominated by the Council to act as Secretary;

“skilled labourer” means an employee engaged in any or all of the following classes of work:—

Driving mechanical vehicles and cranes, operating floor- and sand-papering machines; supervising scaffold erecting and unskilled labourers, lime and colour washing and who may in addition perform the work of an unskilled labourer;

“structure” includes walls, boundary, garden and retaining walls and monuments;

“working employer or partner” means an employer or partner in a partnership who himself performs work similar to that carried out by any of his employees.

## 4. WAGES.

(1) (a) Subject to the provisions of sub-clauses (1) (b), (2) and (3) of this clause, no employer shall pay and no employee shall accept wages at a lower rate than the following read with the remaining provisions of this clause:—

Per hour.

c.

(i) Labourers ... ... ... ... ... ... ... ... ...	15·5
(ii) Skilled labourers ... ... ... ... ...	30
(iii) Floor layers and glaziers as defined under trade definition ... ...	64
(iv) Journeyman in all other trades for the first one year and six months dated from the commencement of the period of operation as laid down in clause 2 of this Agreement	

(b) *Differensiële lone.*—'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor verskillende lone in paragraaf (a) van hierdie subklousule voorgeskryf word, moet vir alle ure op sodanige dag gwerk, teen die hoër loon besoldig word.

(2) *Gevaarlike werk.*—Benewens die voorgeskrewe loon, moet 'n werkgever aan sy werknemer minstens tien persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur wat sodanige werknemer gevaaerlike werk verrig.

Gevaarlike werk beteken alle ondersteuning van geboue of bouwerke, werk in ou riele, op hangsteiers, in bootsmanstoele of enige werk verrig op 'n vry hoogte van meer as 40 voet bokant die oppervlakte van die grond.

(3) *Lewenskostetoelaes.*—Die lone wat in klosule 4 (1) hiervan voorgeskryf word, sluit die lewenskostetoelaes in wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word. Indien die lewenskostetoelaes soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of in enige plaasvervangende of vervangende wetgewing, verhoog word, moet die lone wat hierin voorgeskryf word, dienooreenkomsdig verhoog word; met dien verstande dat die verskil tussen die lone wat hierin voorgeskryf word en die desbetreffende lone voorgeskryf in subklousule 4 (1) van die Ooreenkoms gepubliseer by Goewernmentskennisgewing No. 1936 van 23 November 1962, vir die toepassing van genoemde Oorlogsmaatreël of plaasvervangende of vervangende wetgewing geag word lewenskostetoelaes te wees by die bepaling van die betrokke aanpassings.

#### 5. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Daar moet aan elke werknemer jaarlikse vakansieverlof vir 'n tydperk van minstens 21 volle agtereenvolgende dae, wat om 5 nm. op die laaste werkdag voor die 16de Desember begin, verleen word, en sodanige werknemer moet sodanige verlof neem.

(2) Gedurende die jaarlike verloftydperk voorgeskryf in subklousule (1), mag geen werkgever van 'n werknemer vereis of hom toelaat om te werk nie en mag geen werkgever of werkende venoot werk verrig nie.

(3) Benewens die jaarlike verlof bedoel in subklousule (1), moet daar aan werknemers drie verdere openbare vakansiedae toegestaan word, naamlik Goeie Vrydag, Paasmaandag en Hemelvaartdag.

(4) Daar moet vir die jaarlike verlof en openbare vakansiedae waarop 'n werknemer geregtig is, betaal word ooreenkomsdig die bepaling van subklousule (5).

##### (5) Elke werkgever moet—

- (a) namens elke werknemer wat by hom in diens is en vir wie lone voorgeskryf word in paragraaf (i) van klosule 4 (1) (a), 'n bedrag van R0.0125 vir elke uur deur sodanige werknemer gedurende elke week gwerk, uitgesonderd oortydwerk of werk verrig op Sonda, Goeie Vrydag, Paasmaandag of Hemelvaartdag, weekliks aan die Raad betaal; met dien verstande dat hoogstens 9c van die totale bedrag aan die werknemer saam met sy weeklikse besoldiging betaal mag word;
- (b) op die laaste betaaldag voor die begin van die vakansietydperk aan elke vakleerling wat by hom in diens is, drie weke se loon betaal en aan elke vakleerling van wie daar vereis word om gedurende die vakansietydperk soos voorgeskryf in klosule 5 (1) of op Goeie Vrydag, Paasmaandag of Hemelvaartdag te werk, minstens sy gewone loon ten opsigte van die totale tydperk op sodanige dag gwerk, benewens sy gewone besoldiging betaal; met dien verstande dat ingeval die dienskontrak van 'n vakleerling beëindig word voor die laaste betaaldag onmiddellik voor die begin van die vakansietydperk, die werkgever aan sodanige vakleerling 'n bedrag van minstens een vierde van die weekloon moet betaal ten opsigte van elke voltoode maand diens gedurende die jaar onmiddellik voor sodanige vakansietydperk;
- (c) namens elke geskoonde arbeider wat by hom in diens is en vir wie lone voorgeskryf word in paragraaf (ii) van klosule 4 (1) (a), 'n bedrag van R0.025 vir elke uur deur sodanige werknemer gedurende elke week gwerk, uitgesonderd oortydwerk of werk verrig op Sonda, Goeie Vrydag, Paasmaandag of Hemelvaartdag, weekliks aan die Raad betaal; met dien verstande dat hoogstens 9c van die totale bedrag aan die werknemer saam met sy weeklikse besoldiging betaal mag word;
- (d) namens elke werknemer wat by hom in diens is en vir wie lone voorgeskryf word in paragraaf (iii) van klosule 4 (1) (a), 'n bedrag van R0.048 vir elke uur deur sodanige werknemer gedurende elke week gwerk, uitgesonderd oortydwerk of werk verrig op Sonda, Goeie Vrydag, Paasmaandag of Hemelvaartdag, weekliks aan die Raad betaal; met dien verstande dat hoogstens 9c van die totale bedrag aan die werknemer saam met sy weeklikse besoldiging betaal mag word;

- (e) namens elke werknemer wat by hom in diens is en vir wie lone voorgeskryf word in paragraaf (iv) van klosule 4 (1) (a), 'n bedrag van R0.06 vir elke uur deur sodanige werknemer gedurende elke week gwerk, uitgesonderd oortydwerk of werk verrig op Sonda, Goeie Vrydag, Paasmaandag of Hemelvaartsdag, weekliks aan die Raad betaal; met dien verstande dat hoogstens 9 sent van die totale bedrag aan die werknemer saam met sy weeklikse besoldiging betaal mag word;

(b) *Differential Rates.*—An employee who on any day performs two or more classes of work for which different rates of wages are prescribed in paragraph (a) of this sub-clause, shall be paid at the rate of the higher wage for all hours worked on such day.

(2) *Dangerous Work.*—In addition to the wage prescribed, an employer shall pay to his employee not less than ten per cent of such wage in respect of each hour or part of an hour during which employees are engaged in the performance of dangerous work.

Dangerous work shall mean all underpinning of buildings or structures, working in old drains, swinging scaffolds, bosun's chairs or any work performed at more than 40 feet clear above ground level.

(3) *Cost of Living Allowances.*—The wages prescribed in clause 4 (1) hereof 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 herein shall be increased accordingly; provided that the difference between the rates of wages herein prescribed and the corresponding rates prescribed in sub-clause 4 (1) of the Agreement published under Government Notice No. 1936 of the 23rd November, 1962, shall for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowances in the determination of the relevant adjustments.

#### 5. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Every employee shall be granted and shall take annual leave for a period of not less than 21 full consecutive days commencing at 5 p.m. on the last working day prior to the 16th December.

(2) No employer shall require or permit an employee to work and no employer or working partner shall perform any work during the annual leave period prescribed in sub-clause (1).

(3) In addition to the annual leave referred to in sub-clause (1) employees shall be granted three further public holidays, namely, Good Friday, Easter Monday and Ascension Day.

(4) Annual leave and public holidays due to an employee shall be paid for in accordance with the provisions of sub-clause (5).

##### (5) Each employer shall—

- (a) pay weekly to the Council on behalf of each employee employed by him for whom wages are prescribed in paragraph (i) of clause 4 (1) (a) an amount of R0.0125 per hour worked by such employee other than overtime or time worked on Sundays, Good Friday, Easter Monday or Ascension Day, during each week; provided that up to 9c of the total amount may be paid to the employee with his weekly remuneration;
- (b) pay to each apprentice in his employ on the last pay day prior to the commencement of the holiday period, three weeks' pay and to pay each apprentice who is required to work during the holiday period prescribed in clause 5 (1) or Good Friday, Easter Monday or Ascension Day not less than his ordinary rate of remuneration in respect of the total period worked on such a day in addition to the ordinary remuneration; provided that in the event of apprentices whose contracts of employment are terminated prior to the last pay day preceding the commencement of the holiday period the employer shall pay to such apprentices an amount of not less than one-fourth of the weekly wage in respect of each completed month of employment during the year preceding such holiday.
- (c) pay weekly to the Council on behalf of each skilled labourer employed by him for whom wages are prescribed in paragraph (ii) of clause 4 (1) (a) an amount of R0.025 per hour worked by such employee other than overtime or time worked on Sundays, Good Friday, Easter Monday or Ascension Day during each week; provided that up to 9c of the total amounts may be paid to the employee with his weekly remuneration;
- (d) pay weekly to the Council on behalf of each employee employed by him for whom wages are prescribed in paragraph (iii) of clause 4 (1) (a) an amount of R0.048 per hour worked by such employee other than overtime or time worked on Sundays, Good Friday, Easter Monday or Ascension Day during each week; provided that up to 9c of the total amount be paid to the employee with his weekly remuneration;
- (e) pay weekly to the Council on behalf of each employee employed by him for whom wages are prescribed in paragraph (iv) of clause 4 (1) (a) an amount of R0.06 per hour worked by such employee other than overtime or time worked on Sundays, Good Friday, Easter Monday or Ascension Day during each week; provided that up to 9c of the total amount be paid to the employee with his

(6) Op versoek van die werknemer, mag die bedrae wat ingevolge subklousule (5) aan die Raad betaal moet word, verhoog word deur 'n afstrekking van sy loon.

(7) Die bedrae wat ingevolge subklousule (5) aan die Raad betaal is, moet deur die Raad gehou word namens die betrokke werknemers en moet gestort word in 'n fonds wat bekend staan as die „Vakansiefonds van die Bouwyeheid” (hieronder die „Vakansiefonds” genoem). Die Raad moet aan die werkgewers seëls uitrek vir alle bedrae aldus betaal.

(8) Die werkewer moet ten opsigte van die bedrag wat hy ingevolge subklousule (5) aan die Raad moet betaal, aan elkeen van die betrokke werknemers op elke betaaldag seëls ter waarde van sodanige bydraes en aftrekings uitrek, en sodanige seëls moet deur hom gerooier word met sy naam en die datum, en elke werknemer moet sodanige seëls inplak in 'n bydraeboek wat van die Sekretaris van die Raad verkry en deur die betrokke werknemer bewaar moet word.

Die werkewer moet by die Raad om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word en wat hy moet invul deur die werknemer se volle naam, adres en beroep in te skryf en sy handtekening daarop aan te bring. 'n Bedrag van 15 cent per boek moet van die werknemer gevorder word.

(9) Die seëls bedoel in subklousule (8), moet deur die werkewer van die Raad verkry word, en 'n toereikende voorraad daarvan moet te alle tye deur die werkewer in stand gehou word; met dien verstande dat 'n werkewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad mag verkry. Daar moet jaarliks, en wel nie later nie as ses maande vanaf 15 Desember, aansoek om sodanige terugbetaling gedoen word, en alle bedrae wat nie binne genoemde tydperk van ses maande opgeëis word nie, val die algemene fondse van die Raad toe.

(10) Elke werknemer moet jaarliks, wanneer hy daartoe aangesê word, sy bydraeboek by die Sekretaris van die Raad inruil vir 'n kwitansiekaart, en die Raad moet die bedrag wat ooreenkomsdig die waarde van die seëls wat in sy bydraeboek geplak is, aan die werknemer verskuldig is, vasselt en die betrokke bedrag aan die werknemer betaal op die dag voor die aanting van die jaarlikse verloftydperk. Die bedrag moet betaal word deur middel van 'n tjeuk ten gunste van die werknemer, en geen order of magtiging vir betaling aan 'n ander persoon mag uitgereik of verleen word nie.

(11) Die Raad is nie vir betaling ten opsigte van seëls wat ooreenkomsdig die bepalings van subklousule (8) van hierdie klousule aan werknemers uitgereik is, aanspreeklik nie tensy sodanige seëls geplak is in 'n bydraeboek wat by die Raad gedeponeer is.

(12) Geen werknemer is daarop geregtig om voor die datum bedoel in subklousule (10) van hierdie klousule, betaling van die waarde van die seëls wat hy ontvang het, van die Raad te eis nie. In die geval van die oorlyde van 'n werknemer, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, aan sy boedel betaal word wanneer sy bydraeboek by die Raad ingelewer word. Indien 'n werknemer versuom om sy vakansiebesoldiging binne 'n tydperk van ses maande vanaf die aanvangsdatum van die vakansietydperk te eis, word dit verbeur en val dit die algemene fonds van die Raad toe. Die Raad moet egter alle eise vir betaling wat na genoemde tydperk van ses maande ingedien word, oorweeg en kan na sy goedvinde magtiging vir die betaling daarvan verleen.

(13) Die Raad moet alle bedrae wat deur hom gehou word en waarmee die Vakansiefonds gekrediteer is, van tyd tot tyd by 'n bank of bouvereniging op vaste deposito of as onmiddellik opvraagbaar belê, en alle rente op sodanige beleggings is die uitsluitlike eiendom van die Raad en kom die Raad toe as vergoeding vir die administrasie van die Vakansiefonds. Geen werkewer of werknemer het enige aanspraak ten opsigte van sodanige rente nie, en nie een van hulle is vir enige bydrae tot die uitgawes verbonden aan die administrasie van die Vakansiefonds, aanspreeklik nie.

(14) Die bydraeboeke en seëls wat aan werknemers uitgereik word, is nie oordragbaar nie en kan nie gesedeer of verpand word nie. Seëls wat 'n persoon op 'n ander manier verkry as ooreenkomsdig die bepalings van hierdie Ooreenkoms, kan deur die Raad gekonfiskeer word ten voordele van die Raad se algemene fonds.

(15) 'n Openbare rekenmeester of rekenmeesters, wie se besoldiging deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet die rekenings van die Vakansiefonds ten minste een maal elke jaar, en wel nie later as 31 Desember elke jaar nie, ouditeer en 'n staat opstel wat die volgende toon:

(a) Alle geldte ontvang—

(i) ooreenkomsdig die bepalings van subklousule (5) hiervan;

(ii) uit alle ander bronnes (indien daar is); en

(b) die uitgawes aangegaan onder alle hoofde gedurende die twaalf maande geëindig die vorige 31 Oktober, tesame met 'n balansstaat wat die bates en laste van die Vakansiefonds op daardie datum toon. Juiste kopieë van die geauditeerde staat en die balansstaat, gesertifiseer deur die ouditeur en medeonderteken deur die Voorsitter van die Raad, en van alle verslae daaroor deur die ouditeur, moet daarna op die kontoe van die Raad

(6) At the request of the employee, the amounts which are to be paid to the Council in terms of sub-clause (5) may be increased by a deduction from his wages.

(7) The amounts paid to the Council in terms of sub-clause (5) shall be retained by the Council on behalf of the employees concerned and shall be paid into a fund known as the "Building Industry Holiday Fund" (hereinafter referred to as "the Holiday Fund"). The Council shall issue to the employers stamps for all amounts so paid.

(8) The employer shall in respect of the amount to be paid by him to the Council in terms of sub-clause (5) issue to each of the employees concerned on each pay day stamps cancelled by him with his name and the date, to the value of such contributions and deductions, and each employee shall affix such stamps in a contribution book to be obtained from the Secretary of the Council and retained by him.

Application for a contribution book shall be made by the employer on a form to be obtained from the Council and completed by him, setting out the employee's full name, address and occupation, and bearing the employer's signature. A charge of 15c per book shall be made to the employee.

(9) The stamps referred to in sub-clause (8) shall be obtained by the employer from the Council and an adequate reserve thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the Council of the value of any unused stamps. An application for such refund shall be made annually not later than six months from the 15th December and any such amount not claimed within the said period of six months shall accrue to the general funds of the Council.

(10) Each employee shall deposit his contribution book with the Secretary of the Council annually when called upon in exchange for a receipt card and the Council shall ascertain the amount due to the employee as reflected by the value of the stamps affixed in his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the annual leave period. Payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person will be made.

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

(12) No employee shall be entitled to claim payment from the Council of the value of any stamps received by him, before the date mentioned in sub-clause (10) of this clause. In the case of death of an employee, the amount due to him from the Holiday Fund shall be paid into his estate on his contribution book being lodged with the Council.

Should an employee fail to claim his holiday pay within a period of six months from the date of the commencement of the holiday period, it shall become forfeit and accrue to the general fund of the Council.

The Council shall, however, consider all claims for payment lodged after the said period of six months and may in its discretion authorise payment thereof.

(13) Any amounts held by the Council to the credit of the Holiday Fund shall 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 administration of the Holiday 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 expenses of administering the Holiday Fund.

(14) The contribution books and stamps issued to employees are not transferable and cannot be ceded or pledged. Stamps acquired by any person otherwise than in terms of this Agreement may be confiscated by the Council for the benefit of the Council's general fund.

(15) A public accountant or public accountants whose remuneration shall be fixed by the Council shall be appointed annually by the Council and shall audit the accounts of the Holiday Fund at least once annually and not later than the 31st December in each year prepare a statement showing—

(a) all moneys received—

(i) in terms of sub-clause (5) hereof;  
(ii) from other sources if any; and

(b) expenditure incurred under all headings during the twelve months ended 31st October preceding together with the balance sheet showing the assets and liabilities of the Holiday Fund as at that date. True copies of the audited statement and balance sheet, certified by the auditor and countersigned by the Chairman of the Council, and of any report made by the auditor thereon, shall thereafter

ouditeursverslag moet so gou moontlik maar nie later nie as drie maande na die sluiting van die tydperk wat deur sodanige staat, balansstaat en ouditeursverslag gedek word, aan die Nywerheidsregister gestuur word.

(16) (a) Indien hierdie Ooreenkoms weens tydverloop verstryk of ingevolge die bepalings van artikel *agt-en-veertig* (5) van die Wet ingetrek word en nie binne ses maande vanaf sodanige verstryking of intrekking vir 'n verdere tydperk geldig verklaar word nie of as dit vervang word deur 'n nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Vakansiefonds, moet die Vakansiefonds gelikwiede word tensy die Raad dit oordra na 'n ander fonds wat gestig is vir dieselfde doel as dié waarvoor die Vakansiefonds in die lewe geroep is.

(b) By die likwidasie van die Vakansiefonds ooreenkomstig die bepalings van paragraaf (a) van hierdie subklousule, moet die gelde wat na die betaling van alle eise teen die Vakansiefonds, met inbegrip van administrasie- en likwidasiekoste, in die kredit van die Vakansiefonds staan, in die algemene fonds van die Raad gestort word.

(c) Ingeval die Raad gedurende die geldigheidstermy van hierdie Ooreenkoms onbind word of ophou om te funksioneer, mag die Registrateur 'n komitee wat uit ewevel werkgewers en werknemers in die Nywerheid bestaan, aanstel om die Vakansiefonds te administreer, en sodanige komitee het, vir die doel van die Vakansiefonds, die bevoegdhede van die Raad. Indien die komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of indien hy te staan kom voor 'n dooie punt wat die administrasie van die Vakansiefonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het vir hierdie doel al die bevoegdhede van die komitee. By die verstryking van die Ooreenkoms moet die komitee wat kragtens hierdie paragraaf funksioneer, of die trustee of trustees, na gelang van die geval, die Vakansiefonds likwiede op die manier soos voorgeskryf in paragraaf (b) van hierdie subklousule; met dien verstande dat, indien die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwiede en sy bates gedistribueer is, daar na die betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en likwidasiekoste, met die onbestede gelde van die Vakansiefonds ooreenkomstig die bepalings van artikel *vier-en-dertig* (4) van die Wet gehandel moet word asof sodanige gelde deel van die Raad se algemene fonds uitmaak.

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

(1) Lone, verdienste vir oortydwerk en alle ander besoldiging wat verskuldig is, moet weekliks in kontant en wel nie later nie as 4.45 nm. op Vrydag of, behoudens die bepalings van klousule 9 (4) (c) en (d), by diens beëindiging betaal word indien dit voor die gewone betaaldag van die werknemer plaasvind.

(2) Betaling mag egter op 'n dag voor Vrydag geskied mits die werkewer en die werknemer aldus ooreengekom en die werkewer die Raad daarvan verwittig het.

(3) Wanneer Vrydag 'n vakansiedag in die Nywerheid is, geskied betaling op die vorige Donderdag. Ingeval daar by diensbeëindiging nie aan die bepalings van subklousule (1) voldoen word nie, moet 'n werkewer sodanige werknemer alle lone, toelaes en ander besoldiging tot en met die tyd waarop betaling geskied, betaal ten opsigte van elke werkour of gedeelte van 'n werkour vanaf die tyd van diensbeëindiging tot die tyd van finale betaling.

(4) Lone, verdienste vir oortydwerk, toelaes en ander besoldiging moet aan werknemers oorhandig word in verseëerde koeverte waarop die naam en adres van die werkewer, die naam van die werknemer en 'n staat van die ure gewerk, die oortydwerk wat verrig is, die gemagtigde aftrekkings en die bedrag wat ingesluit is, gemeld word.

Die volgende moet op die koevert voorkom:—

*Naam en adres van werkewer.*

R c

Naam van werknemer.....	.....
Week geëindig.....	.....
Loon: .....uur teen.....	.....
Vakansie: .....uur teen.....	.....
Oortyd: .....uur teen.....	.....
Pensioen .....	.....

TOTAAL .....

Min aftrekkings:—

Werkloosheidversekeringsfonds .....	.....
Heffing van Nywerheidsraad .....	.....
Vakansiefonds .....	.....
Pensioenbydrae .....	.....

Bedrag ingesluit (kontant) .....

Pensioen-/Vakansiefondsseëls .. .... .... .... ingesluit.

(5) Behoudens die bepalings van klousules 5 (6), 9 (3), 17, 22 en 28 van hierdie Ooreenkoms, mag geen bedrag van die besoldiging wat aan 'n werknemer verskuldig is, afgetrek word

shall as soon as possible but not later than three months after the close of the period covered by such statement, balance sheet and auditor's report be transmitted to the Industrial Registrar.

(16) (a) Should this Agreement expire by effluxion of time or be cancelled in terms of section 48 (5) of the Act and not within six months of such expiration or cancellation be declared effective for a further period or be superseded by a new Agreement providing for the continuation of the Holiday Fund, the Holiday Fund shall be liquidated unless transferred by the Council to any other fund constituted for the same purpose as that for which the Holiday Fund was created.

(b) On liquidation of the Holiday Fund in terms of paragraph (a) of this sub-clause, the moneys remaining to the credit of the Holiday Fund after payment of all claims against it, including administration and liquidation expenses, shall be paid into the general fund of the Council.

(c) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar may appoint a committee consisting of an equal number of employers and employees in the Industry to administer the Holiday Fund and such committee shall possess the powers of the Council for the purpose of the Holiday Fund. Should the committee be unable or unwilling to discharge its duties or should a deadlock arise thereon which renders the administration of the Holiday Fund by the Committee, impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for the purpose. On the expiration of the Agreement, the Holiday Fund shall be liquidated by the committee functioning in terms of this paragraph, or by the trustee or trustees as the case may be, in the manner set forth in paragraph (b) of this subsection, provided that if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the unexpended moneys of the Holiday Fund, after all claims against it, including administration and liquidation expenses, have been met, shall be disposed of in accordance with the provisions of section 34 (4) of the Act as though they formed part of the Council's general fund.

#### 6. PAYMENT OF WAGES AND OVERTIME.

(1) Wages, earnings for overtime and all other remuneration due shall be paid in cash weekly not later than 4.45 p.m. on Fridays or, subject to clause 9 (4) (c) and (d), on termination of employment if this takes place before the ordinary pay day of the employee.

(2) Payment may, however, be made on days prior to Friday if agreed to by employer and employee provided the employer notified the Council.

(3) When Friday is a holiday in the Industry, payment shall be made on the Thursday preceding. In the case of non-compliance with sub-clause (1) on termination of employment, an employer shall pay such an employee all wages, allowances and other remuneration right up to the time payment is made, in respect of every working hour or part of a working hour from the time of termination of employment till the time of final payment.

(4) Wages, earnings for overtime, allowances and other remuneration shall be handed to employees in sealed envelopes, endorsed with the name and address of the employer, the name of the employee and a statement of the hours worked, overtime, authorised deductions and the amounts enclosed.

The envelope shall be endorsed as follows:—

*Employer's Name and Address.*

R c

Employee's Name.....	.....
Week ending.....	.....
Wages: .....hours at.....	.....
Holiday: .....hours at.....	.....
Overtime: .....hours at.....	.....
Pension .....	.....

TOTAL .....

Less deductions:—

Unemployment Insurance Fund .....	.....
Industrial Council Levy .....	.....
Holiday Fund .....	.....
Pension Contribution .....	.....

Amount enclosed (cash) .....

Pension/Holiday Fund Stamp .. .... .... enclosed.

(5) Subject to the provisions of clauses 5 (6), 9 (3), 17, 22 and 28 of this Agreement, no deductions shall be made from the remuneration due to an employee: provided that where an

(6) Geen bedrag mag ten opsigte van die indiensneming of opleiding van 'n werknemer of regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie.

#### 7. WERKURE.

(1) Die gewone werkure van werknemers mag nie meer as 45 uur per week van Maandag tot en met Vrydag of 9 uur op 'n bepaalde dag beloop nie.

(2) Geen werkgever mag van 'n werknemer vereis of hom toelaat om vir langer as 5 uur sonder 'n ononderbroke pouse van minstens een uur te werk nie, en geen werknemer mag aldus sonder sodanige pouse werk nie.

(3) 'n Werkgever mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof in 'n bepaalde tydperk van 24 uur mag werk nie behalwe op die voorwaarde voorgeskryf in klousule 8 van hierdie Ooreenkoms.

(4) Geen werknemer mag, terwyl hy by 'n werkgever in die Bouwyeerheid in diens is, werk in enige van die ambagte voorgeskryf in klousule 3 van hierdie Ooreenkoms, buite die ure wat in subklousule (1) van hierdie klousule voorgeskryf word of wat ooreenkomsdig die bepalings van hierdie subklousule voorgeskryf mag word, of op Saterdag, Sondag, Goeie Vrydag en Hemelvaartdag of gedurende die vakansietydperk voorgeskryf in klousule 5 (1) van hierdie Ooreenkoms, teen of sonder besoldiging werk, onderneem of verrig nie, hetsy vir eie rekening of ten behoeve van 'n ander persoon of persone as sy werkgever.

#### 8. OORTYDWERK.

(1) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe aan noodwerk of op noodsaklike dienste. Toestemming om oortydwerk op noodsaklike dienste te verrig moet vooraf skriftelik deur die werkgever van die Raad verkry word. Indien daar van 'n werknemer vereis word om noodwerk te verrig moet die werkgever dit binne 48 uur vanaf die tyd waarop die noodtoestand ontstaan het, aan die Raad rapporteer.

(2) *Besoldiging vir oortydwerk.*—'n Werknemer van wie dit vereis word om oortyd buite die ure te werk wat in klousule 7 (1) van hierdie Ooreenkoms voorgeskryf word, moet soos volg besoldig word:—

(a) ten opsigte van oortyd wat tot 'n uur duur en daagliks tussen Maandag tot en met Vrydag gewerk word—

- (i) in die geval van vakleerlinge en minderjariges gedurende die proeftyd kragtens die Wet op Vakleerlinge, 1944: Een en 'n tiende maal hul uurloon;
- (ii) in die geval van ander werknemers: Hul uurloon plus die verloffondsbetaling wat vir die betrokke klas werknemer in klousule 5 (5) van hierdie Ooreenkoms voorgeskryf word;

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

- (i) wat meer is as een uur oortyd daagliks tussen Maandag tot en met Vrydag en op Saterdag vóór middag: Een en 'n kwart maal die werknemer se uurloon;

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

- (i) ná middag op Saterdag;
- (ii) op Sondag tot 7.30 v.m. op die volgende Maandag;
- (iii) op 'n openbare vakansiedag wat in klousule 5 (3) van hierdie Ooreenkoms voorgeskryf word: Een en 'n derde maal sy uurloon.

(3) Die gewone werkure plus oortyd mag nie meer as 56 uur per week beloop nie.

#### 9. DIENSBEEËINDIGING.

(1) Geen kennisgewing van diensbeëindiging is nodig nie tensy die betrokke werknemer vir minstens drie agtereenvolgende dae by dieselfde werkgever in diens was.

(2) Behoudens—

- (a) die reg van 'n werkgever of 'n werknemer om diens sonder kennisgewing te beëindig om 'n regsgeldige rede; of
- (b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgever en die werknemer waarby 'n langer tydperk beding word as dié waarvoor hierin voorsiening gemaak word;
- (c) die bepalings van paragraaf (c) van subklousule (4) hiervan;

moet 'n werkgever wat die dienste van 'n werknemer wil beëindig en moet 'n werknemer wat sy diens by 'n werkgever wil beëindig, in die geval van 'n vakman minstens twee uur en in die geval van ander werknemers minstens een uur vooraf kennis van sodanige diensbeëindiging op enige werkdag aan die werkgever of die werknemer, na gelang van die geval, gee.

(3) Indien 'n werknemer ophou werk sonder om aan 'n werkgever die kennis te gegee het soos voorgeskryf in subklousule (2) van hierdie klousule, mag die werkgever van die loon wat sodanige werknemer mag toekom, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 4 van hierdie Ooreenkoms betaal-

(6) 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.

#### 7. HOURS OF WORK.

(1) The ordinary hours of work of employees shall not exceed 45 hours per week from Monday to Friday inclusive or nine hours on any one day.

(2) No employer shall require or allow an employee to work and no employee shall work for longer than five hours without observing an uninterrupted break of at least one hour.

(3) An employer may engage employees to work two or three shifts during any period of 24 hours; provided however, that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 8 of this Agreement.

(4) No employee, whilst in the employ of an employer in the Building Industry, shall solicit, undertake or perform any work in any of the trades prescribed in clause 3 of this Agreement, whether for remuneration or not, outside the hours prescribed in or as may be laid down in accordance with sub-clause (1) of this clause or on Saturdays, Sundays, Good Friday, Easter Monday and Ascension Day, or during the holiday period prescribed in clause (5) (1) of this Agreement, either on his own account or on behalf of any person or persons other than his employer.

#### 8. OVERTIME.

(1) An employer shall not require or allow an employee to work overtime except on emergency work or on essential services. Permission to work overtime on essential services shall first be obtained in writing by the employer from the Council. If the employee is required to perform emergency work the employer shall report to the Council within forty-eight hours of the time such emergency has arisen.

(2) *Payment of Overtime.*—Any employee who is required or permitted to work any time outside the hours prescribed in clause 7 (1) of this Agreement shall be paid—

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

(i) in the case of apprentices and minors during the probationary period under the Apprenticeship Act, 1944: One and one-tenth times their hourly wage;

(ii) in the case of other employees their hourly wage plus the Holiday Fund payment prescribed for the class of employee concerned in clause 5 (5) of this Agreement;

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

(i) in excess of one hour overtime daily between Monday and Friday inclusive and on Saturday prior to noon: One and one-quarter times the employee's hourly wage;

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

(i) after noon on Saturday;

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

(iii) on a public holiday prescribed in clause 5 (3) of this Agreement: One and one-third times his hourly wage.

(3) The ordinary hours of work plus overtime shall not exceed 56 hours per week.

#### 9. TERMINATION OF EMPLOYMENT.

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

(2) Subject to—

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

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

(c) the provisions of paragraph (c) of sub-clause (4) hereof;

an employer desirous of terminating the employment of an employee or an employee desirous of terminating an engagement with an employer shall give, in the case of a journeyman, not less than two hours' notice and in the case of other employees, not less than one hour's notice of such termination of employment to the employer or the employee as the case may be, on any working day.

(3) Should an employee cease work without having given to an employer the notice prescribed in sub-clause (2) of this clause, the employer may deduct from any wages in the process of accrual to such employee an amount equivalent to the wages payable

(4) Die minimum tydperk van sodanige kennisgewing loop vanaf die begin van die laaste twee uur of een uur, na gelang van die geval, voor die sluitingstyd op die dag ten opsigte waarvan daar kennis gegee word; met dien verstande dat—

- (a) 'n werkewer wat kennis gee aan 'n werknemer vir wie lone in klousule (4) (1) (a) (iii) en (iv) voorgeskryf word, sodanige werknemer moet toelaat om sy gereedskap gedurende die minimum tydperk van sodanige kennisgewing in werkende orde te bring, maar hierdie bepaling is nie in die geval van 'n werknemer wat vir minder as vyf dae gwerk het, van toepassing nie;
- (b) 'n werknemer wat aan 'n werkewer kennis gee, nogtans met die werk waarvoor hy in diens geneem is, moet aanhou tot by die sluitingstyd, met dié uitsondering dat 'n werknemer wat as 'n vakman in diens geneem is, gedurende die minimum tydperk van sodanige kennisgewing toegelaat moet word om sy gereedskap in werkende orde te bring maar nogtans vir dié gedeelte van sodanige tydperk wat nie vir hierdie doel nodig is nie, tot die sluitingstyd moet aanhou met die werk waarvoor hy in diens geneem is;
- (c) 'n werknemer wat vereis dat die loon wat aan hom verusklig is, betaal moet word by die beëindiging van sy diens, die werkewer op die gewone begintyd van die dag van sodanige diensbeëindiging kennis daarvan moet gee;
- (d) ingeval 'n werknemer nie aan die bepalings van paragraaf (c) van hierdie subklousule voldoen nie, die loon wat hom toekom, eers om 12-our middag op die daaropvolgende werkdag betaalbaar is.

#### 10. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkewer moet by alle werke 'n geskikte plek vir die wegsluit van gereedskap verskaf. Hierdie bepaling is nie op stukwerk van toepassing nie. Alle werknemers se gereedskap in werkinkels moet deur die werkewer teen verlies weens brand verseker word.

(2) Werkewers moet slypstene vir die skerpmaak van gereedskap verskaf. Waar slypstene by die werk verskaf word, moet daar aan timmermans en skrynwerkers voldoende tyd en geleentheid gegee word om hul gereedskap voor hul diensbeëindiging in orde te bring.

(3) Werkewers moet die volgende verskaf in die geval van—

- (a) timmermans: Alle klemme, handskroewe, lymkwaste, moersleutels, voekoeëte, awegare en bore langer as twaalf duim en alle hamers swaarder as 3 lb. en alle sae vir die saag van geriffelde asbes en ander materiaal wat net so hard is;
- (b) klimmesselaars en klipkappers:
  - (i) Gereedskap vir die bewerking van graniët of harde klië, en kloë;
  - (ii) geskikte afdakke vir klipkappers, met 'n dak wat minstens tien voet hoog is; hierdie bepaling is nie op klein werkies op bouterreine van toepassing nie;
  - (iii) 'n werknemer om alle gereedskap skerp te maak;
- (c) skilders en plakkiers: Alle gereedskap, uitgesonderd stopverfmesse, stoffers en plakkierskwaste en -skêre;
- (d) pleisteraars: Daghaborde en steiers van 'n geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granolietwerk;
- (e)loodgieters en gasaanlêers:
  - (i) Masjiene wat in die werkinkel of by die werk gebruik word;
  - (ii) afsteekpenne en klinkstawe en bore van alle groottes;
  - (iii) draadsnygereedskap soos stokke en snymoere, snytappe en ratels;
  - (iv) pypsnycereedskap en skroewe;
  - (v) spesiale en swaar kalfaatysters en konkas (vuurkonkas);
  - (vi) metaalpotte en groot gietelplets;
  - (vii) beitels, ponse en muurpenne wat langer as 9 duim is;
  - (viii) soldeerboute en blaaslampe;
  - (ix) vyle en ystersaaglemme;
  - (x) drelwels wat meer as 2 duim in deursnee is;
  - (xi) klinknaelstelle van grootte No. 12 en groter, en groefgereedskap;
  - (xii) plaatmetaalwerkershamers en swaar klophamers;
  - (xiii) ponse, hol en solied, wat meer as 'n  $\frac{1}{4}$  duim in deursnee is;
  - (xiv) moersleutels en tange wat langer as 12 duim is.

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

Werkewers en werknemers moet die volgende reëls nakom:—

- (1) **Pleisterboetseerwinkel.**—'n Werkewer moet sorg dat die aanbring van vorms geskied onder die doeltreffende toesig van 'n werknemer wat minstens die standaardloon betaal moet word wat in hierdie Ooreenkoms vir vakmanne voorgeskryf word.
- (2) **Betonwerk.**—Elke werkewer moet teen 'n loon gelyk aan minstens die hoogste uurloon wat aan 'n vakman betaalbaar is, 'n werknemer in diens neem wat voortdurend diens moet doen wanneer daar beton gegiet word, en dit is uitsluitlik die plig van hierdie werknemer om toesig te hou oor die ander persone wat hierdie klas werk verrig.
- (3) (a) **Klipwerk.**—Die bedieners van kliedraai- en klipskaafmasjiene en van diamant- en karborundumsaagsmasjiene moet minstens die standaardloon betaal word wat in

(4) The minimum period of such notice shall become operative at the commencement of the last two hours or one hour, as the case may be before finishing time on the day in respect of which notice is given; provided that—

- (a) an employer who gives notice to an employee for whom wages are prescribed in clause 4 (1) (a) (iii) and (iv) shall allow such employee to put his tools in working order during the minimum period of such notice, except in the case of an employee who has worked for less than five days;
- (b) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that an employee engaged as a journeyman shall during the minimum period of such notice be allowed to put his tools in working order but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of such minimum period not required for this purpose;
- (c) an employee who requires payment of wages due to be made on termination of employment shall give his notice to the employer at the normal starting time on the day of such termination;
- (d) in the event of an employee not complying with the provisions of paragraph (c) of this sub-clause, payment of wages accrued shall not fall due until after noon on the succeeding working day.

#### 10. STORAGE AND PROVISION FOR TOOLS.

(1) A suitable place 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 shall be insured by the employer against loss by fire.

(2) Employers shall supply grindstones for sharpening tools. Where grindstones are provided on the job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(3) Employers shall provide in the case of—

- (a) carpenters: all cramps, handscrews, glue brushes, wrenches, crowbars, augers and bits over 12 inches long, and all hammers over 3 lb. and all saws for cutting corrugated asbestos and other materials of similar hardness;
- (b) masons and stonecutters—
  - (i) tools for working granite or hard stone and claws;
  - (ii) suitable shed for stonecutters, the roof of which must not be less than 10 feet high. This rule shall not apply to small jobs on building sites;
  - (iii) an employee to sharpen tools;
- (c) painters and paperhanglers: all tools except putty knives, dusters and paperhangler's brushes and scissors;
- (d) plasterers: daggabards and stands of suitable height, rollers, straight edges and special granolithic tools;
- (e) plumbers and gasfitters—
  - (i) machines used in shop or on job;
  - (ii) stake and riveting bars and drills of all sizes;
  - (iii) screwing tackle, such as stocks, dies, taps and ratchets;
  - (iv) pipe cutting tools and vices;
  - (v) special heavy caulking irons and pots (fire pots);
  - (vi) metal pots and large ladles;
  - (vii) chisels, punches and wall pins over 9 inches in length;
  - (viii) soldering irons and blowlamps;
  - (ix) files and hacksaw blades;
  - (x) mandrills over 2 inches in diameter;
  - (xi) rivet sets for No. 12 rivets and over and grooving tools;
  - (xii) sheet metal worker's mallets and heavy dressers;
  - (xiii) punches over  $\frac{1}{4}$  inch in diameter, hollow or solid;
  - (xiv) wrenches and tongs over 12 inches in length.

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

Employers and employees shall observe the following rules:—

- (1) **Plaster Modelling Shop.**—An employer shall provide that the fitting of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.
- (2) **Concrete Work.**—Every employer shall employ an employee at the rate of not less than the highest rate per hour payable to journeymen who shall be continuously employed whilst concrete is placed *in situ* and it shall be the sole duty of this employee to supervise the other persons doing this class of work.
- (3) (a) **Stone Work.**—Operators of stone turning and planing and of diamond and carborundum sawing machines shall be paid not less than the standard rate of wages

- (b) Werknemers wat gebruik word om saaglemme in te sit, klappe reg te sit vir saagwerk en alle klappe vas en gelyk te sit vir poleermasjiene, moet minstens die standaardloon betaal word wat in hierdie Ooreenkoms vir vakmanne voorgeskryf word.
- (c) Klipwerkerbanke moet minstens ses voet van mekaar af wees en geen stof mag gedurende die werkure met uitlaat- of ander lug afgelaas word nie.
- (d) Daar mag nie van 'n werknemer vereis word om klip te gebruik wat bewerk is deur 'n werknemer wat 'n laer loon ontvang as dié wat in hierdie Ooreenkoms vir 'n vakman voorgeskryf word nie.
- (e) Alle haakse klip moet op die werkewer se werf of op die werkplek bewerk word maar mag by die klipgroef kleiner gemaak word deur alleenlik 'n spinterhamer te gebruik. Wanneer die werkewer se werf by die klipgroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef as wees.
- (4) **Steierwerk.**—'n Werkewer moet sorg dat alle steierwerk behoorlik opgerig word met defekvrye materiaal.

#### 12. SKUILING TEEN DIE WEER.

Op alle terreine waar bouwerksaamhede verrig word, moet die werkewers geskikte akkommodasie verskaf waarin die werkewers teen die weer kan skuil.

#### 13. LATRINES.

Werkewers moet op alle werkplekke behoorlike sanitêre geriewe ooreenkomsdig die vereistes van die plaaslike owerheid aan Blanke en nie-Blanke afsonderlik verskaf.

#### 14. WERKENDE WERKGEWER OF VENNOOT.

'n Werkende werkewer en/of vennoot moet hom hou aan die werkure soos voorgeskryf in of ooreenkomsdig hierdie Ooreenkoms.

#### 15. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag mens wat nie met die bepalings hiervan onbestaanbaar is nie, vir die leiding van werkewers en werknemers uitspreek.

#### 16. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen.

(2) Die Raad besit die bevoegdheid om die voorwaarde te stel waarop sodanige vrystelling van krag sal wees.

(3) 'n Vrystellingsertifikaat onderteken deur die Voorsitter en die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Vrystellingsertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is, geldig nie.

(4) Die Raad mag 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarin dit van krag is, wysig of intrek.

(5) 'n Werkewer moet die bepalings van 'n vrystellingsertifikaat wat ooreenkomsdig hierdie klousule uitgereik is, nakom.

(6) 'n Kopie van elke vrystellingsertifikaat moet deur die Sekretaris van die Raad aan die Afdelingsinspekteur, Departement van Arbeid, Privaatsak, Kimberley, gestuur word.

#### 17. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkewer 10c per week van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie lone in klousule 4 (1) (a) (iii) en (iv) voorgeskryf word, 4c per week van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (ii) voorgeskryf word en 2c per week van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (i) van hierdie Ooreenkoms voorgeskryf word, aftrek, en by die bedrag aldus afgetrek, moet die werkewer 'n bedrag voeg wat daarana gelyk is; met dien verstande dat die bepalings van hierdie klousule nie van toepassing is nie op 'n werknemer wat vir minder as 9 uur in 'n bepaalde week vir dieselfde werkewer gewerk het.

(2) Alle bedrae wat ooreenkomsdig die bepalings van subklousule (1) van hierdie klousule betaalbaar is, moet saam met 'n staat waarop die getal werknemers wat in diens is en hul ambagte gemeld word, voor of op die sewende dag van elke maand deur die werkewer aan die Sekretaris van die Raad gestuur word ten opsigte van die vorige maand se gelde.

#### 18. KENNISGEWINGBORDE.

Elke werkewer en alle werkewers wat in vennootskap werk, moet, waar bouwerksaamhede ook al deur hom of deur hulle verrig word, 'n kennisgewingbord in 'n opvallende plek wat vir die publiek toeganklik is, vertoon waarop die volle naam en die besigheidsadres van sodanige werkewer of vennootskap gemeld word.

#### 19. AGENTE.

(1) Die Raad moet een of meer persone as agente aanstel om hom 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 Bouwewerheid beoefen word, te eniger tyd te betree wanneer hy grond het om

- (b) Employees employed in fixing saw blades, setting stones ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.
- (c) Mason's bankers must not be less than six feet apart and no dust shall be blown off from exhaust or other air during working hours.
- (d) An employee shall not be required to use stone which had been worked by an employee who received wages at a lower rate than prescribed in this Agreement for journeymen.
- (e) All squared stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry, it must be at a reasonable safe distance from the working face of the quarry.
- (4) **Scaffolding.**—An employer shall provide that all scaffolding be properly constructed of sound material.

#### 12. WET WEATHER SHELTER.

At any site where building operations are being conducted, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

#### 13. LATRINES.

Proper sanitary accommodation in conformity with the local authority requirements shall be provided by employers on all jobs for Europeans and non-Europeans separately.

#### 14. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner shall observe the working hours prescribed in or in terms of this Agreement.

#### 15. ADMINISTRATION OF THE AGREEMENT.

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

#### 16. EXEMPTIONS.

(1) The Council may in writing grant exemptions to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall have the power to fix the conditions subject to which an exemption shall operate.

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

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

(5) An employer shall observe the terms of any licence of exemption granted in accordance with the provisions of this clause.

(6) A copy of each licence of exemption shall be forwarded by the Council's Secretary to the Divisional Inspector, Department of Labour, Private Bag, Kimberley.

#### 17. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 10c per week from the earnings of each of his employees, other than apprentices, for whom wages are prescribed in clause 4 (1) (a) (iii) and (iv), 4c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) (ii), and 2c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) (i) of this Agreement, and to the amount so deducted, the employer shall contribute an equal amount; provided that the provisions of this clause shall not apply in respect of an employee who has worked for the same employer for less than nine hours in any one week.

(2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause shall, together with a statement showing the number of employees employed and their trades, be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month, in respect of the previous month's dues.

#### 18. 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 showing the full name and business address of such employer or partnership.

#### 19. AGENTS.

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

(a) enter any premises or places in which the Building Industry is carried on at any time when he has reasonable cause

(b) enigeen wat hy in of in die omgewing van die perseel of plek vind, of alleen of in die teenwoordigheid van dié ander persone wat hy, met die oog op die sake wat op hierdie Ooreenkoms betrekking het, dienstig ag, mondeling te ondervra en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;

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

(2) Wanneer die agent 'n perseel betree en sy inspeksie- of ondersoekwerk verrig, mag hy 'n tolk met hom saamneem.

(3) Elkeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent al die faciliteite verleen wat hierbo bedoel word.

## 20. INDIENSNEMING VAN JEUGDIGES.

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

## 21. ORGANISEERDERS VAN VAKVERENIGINGS.

Die organiseerders van die vakverenigings moet toegelaat word om, met die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger of die voorman, met hul lede in aanraking te kom op die plekke waar hulle werk.

## 22. INVORDERING VAN VAKVERENIGINGGELDE.

Alle werkgewers moet op versoek van enigeen van of al die vakverenigings wat partye by hierdie Ooreenkoms is, weekliks van die lone van alle lede van vakverenigings dié gelde aftrek wat deur hulle verskuldig is; met dien verstande dat die vakverenigings reëlings moet tref vir wettige aftrekorders en dat sodanige aftrekorders onderteken moet word deur die lid van wie se loon sodanige gelde afgetrek moet word.

## 23. STUKWERK OF TAAKWERK.

(1) Behoudens die voorwaardes dat geen werkneemers minder betaal mag word nie as die bedrag waarop hy kragtens klousule 4, 5 en 8 geregtig sou gewees het, mag 'n werkgever 'n werkneemer se besoldiging baseer op die hoeveelheid of omvang van die werk wat verrig word; met dien verstande dat so 'n stelsel van besoldiging nie toelaatbaar is nie behalwe in die vorm van 'n aansporingskema oor die bepalings waарvan daar ooreengekomm is soos voorgeskryf in subklousule (2) en (3) hieronder; en voorts met dien verstande dat vakleerlinge nie toegelaat mag word om aan sodanige aansporingskema deel te neem nie.

(2) 'n Werkgever wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werkneemers in die lewe roep wat oor die bepalings van sodanige skema ooreen mag kom.

(3) Die bepalings van sodanige aansporingskema en alle latere wysigings daarvan waaroor die komitee ooreen mag kom, moet op skrif gestel en onderteken word deur die lede van die komitee en mag nie deur die komitee gewysig of deur enigeen van die partye beëindig word nie tensy die party wat dit wil wysig of beëindig, dié skriftelike kennis aan die ander party gegee het waaroor die partye ooreengekomm het toe sodanige ooreenkoms aangegaan is.

## 24. SIEKTEVERLOF VIR ONGESKOOLDE ARBEIDERS.

'n Werkgever moet aan sy ongeskooleerde arbeider wat een maand diens by hom voltooi het en wat van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie en wat nie kragtens die Ongevallewet, 1941, vergoedbaar is nie, een dag siekterverlof verleen vir elke voltooide maand diens, met 'n maksimum van 12 dae per jaar, wat nie opgehoop kan word nie, en moet aan hom ten opsigte van elke sodanige dag 'n loon betaal wat bereken word teen een-vyfde van sy weekloon wat hy voor die begin van sodanige verlof ontvang het; met dien verstande dat die werkgever mag vereis dat 'n sertifikaat wat deur 'n geregistreerde geneeskundige praktisyen onderteken is en wat die aard en die duur van die siekte of besering meld, ingediens moet word ten opsigte van elke tydperk van afwesigheid waaroor betaling geëis word; en voorts met dien verstande dat versuim om sodanige sertifikaat op versoek in te dien, die werkgever onthef van betaling ten opsigte van sodanige afwesigheid.

## 25. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID.

(1) Nademaal die Raad in kennis gestel is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bouwywerheid (wat deur die Nasionale Federasie van Werkgewers in die Bouwywerheid in Suid-Afrika ingestel is), hieronder die "Nasionale Fonds" genoem, verleen die Raad hierby magtiging, met die doel om die oogmerke gemeld in die konstitusie van genoemde Nasionale Fonds, te verwesenlik, dat bydraes ingevorder word ooreenkommig die prosedure hieronder omskryf.

(2) Behoudens die bepalings van subklousule (3) en (4) van hierdie klousule, moet elke werkgever die bedrag van 8 sent per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werkneemers vir wie lone voorgeskryf word in klousule 4 (1) (a) (iii) en (iv) van hierdie Ooreenkoms.

(3) Geen bedrag word deur 'n werkgever ten opsigte van 'n

(b) orally examine, either alone or in the presence of any other persons he thinks fit with respect 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 and copy such books, time sheets, records and documents, as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

## 20. EMPLOYMENT OF JUVENILES.

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

## 21. TRADE UNION ORGANISERS.

Trade Union Organisers shall be allowed to contact their members working on jobs with the consent of the employer or his duly authorised representative or the foreman.

## 22. COLLECTION OF TRADE UNION FEES.

All employers at the request of all or any of the trade unions who are parties to this Agreement, shall deduct weekly from the wages of all members of trade unions such fees as are due by them; provided that the trade unions arrange for legal stop-orders, such stop-orders to be signed by the member from whose wages such fees are to be deducted.

## 23. PIECE-WORK OR TASK WORK.

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 5 and 8, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in the sub-clauses (2) and (3) hereunder; provided that apprentices shall not be allowed to participate in such incentive schemes.

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which may agree upon the terms of any such scheme.

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

## 24. SICK LEAVE FOR UNSKILLED LABOURERS.

An employer shall grant to his unskilled labourer who has completed one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, one day's sick leave for each completed month in his employ, with a maximum of 12 days per year which shall not be accumulative, and shall pay him in respect of each such day calculated at one-fifth of his weekly wage which he was receiving before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the sickness or injury in respect of each period of absence for which payment is claimed; provided further that failure to produce such certificate on request shall absolve the employer from making any payment in respect of such absence.

## 25. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY.

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

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

(3) No payment shall be made by an employer in respect of an

(4) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem is, moet die bedrag vir daardie week betaal word deur die werkewer by wie hy die eerste gedurende daardie week vir minstens 9 uur in diens was.

(5) Alle bedrae wat ooreenkomsdig die bepalings van subklousule (2) van hierdie klousule betaalbaar is, moet ingelyf word in 'n gekonsolideerde seël wat deur die Raad uitgereik word.

(6) Die Raad moet elke maand aan genoemde Nasionale Fonds die totale bedrag van die bydraes wat hy ingevolge subklousule (2) van hierdie klousule ingevorder het, min 'n invorderingskoste van  $2\frac{1}{2}$  persent, wat die algemene fondse van die Raad toekom, aan genoemde Nasionale Fonds betaal.

(7) Kopieë van die konstitusie en van die geouditeerde jaarrekenings en balansstate van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingedien word.

Vir die toepassing van hierdie klousule beteken die uitdrukking „konstitusie“ ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

#### 26. LEDEGELDE—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES EMPLOYERS' ASSOCIATION.

(1) Elke werkewer wat lid van die Kimberley Master Builders' and Allied Trades Employers' Association is, moet 'n bedrag van 2c per week aan die Raad betaal ten opsigte van elke werknemer wat by hom in diens is en vir wie lone in klousule 4 (1) (a) (iii) en (iv) van hierdie Ooreenkoms voorgeskryf word.

(2) Geen bedrag word ingevolge subklousule (1) ten opsigte van 'n werknemer wat vir minder as 9 uur in 'n bepaalde week by 'n werkewerslid gewerk het, betaal nie.

(3) Waar 'n werknemer gedurende 'n bepaalde week vir twee of meer lede van genoemde Kimberley Master Builders' and Allied Trades Employers' Association gewerk het, moet die bedrag wat in subklousule (1) bedoel word, betaal word deur die werkewer by wie hy die eerste vir 9 uur of langer gedurende sodanige week in diens was.

(4) Die bedrae wat ingevolge hierdie klousule betaalbaar is, moet deur die werkewer aan die Sekretaris van die Raad gestuur word voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae betaal is, en dit moet vergesel gaan van 'n sertifikaat wat die getal werkewers meld ten opsigte van wie die bedrag betaal word en waarby gesertifiseer word dat die bedrag wat betaal is, in ooreenstemming is met die bepalings van hierdie klousule.

(5) Die Raad moet voor of op die vyftiende dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is, min 'n invorderingskoste van  $2\frac{1}{2}$  persent wat die algemene fondse van die Raad toekom, aan die Kimberley Master Builders' and Allied Trades Employers' Association stuur.

#### 27. KONTRAK VIR SLEGS ARBEID.

Geen werkewer mag werk op 'n subkontrakgrondslag uitbestee nie tensy die persoon wat sodanige subkontrakwerk ondernem, al die arbeid, materiaal en installasie verskaf wat vir die verrigting van sodanige werk nodig mag wees; en geen werknemer mag werk op 'n grondslag wat strydig is met dié hierin vervaar of verryg nie.

#### 28. PENSIOENFONDS.

Hierby word 'n pensioenfonds vir die Bouweryheid, Kimberley (hieronder die „Fonds“ genoem), gestig. Sodaanige stigting geskied op die manier voorgeskryf in hierdie klousule:—

(1) (a) Die Raad moet 'n pensioen- en lewensversekeringskema vir lede van die Fonds instel op die manier hierin voorgeskryf.

(b) Ten einde uitvoering aan die oogmerke van hierdie klousule te gee, moet die Raad met die Federated Employers' Insurance Co., Ltd., onderhandelings aanknoop vir die stigting van 'n bevredigende pensioen- en lewensversekeringskema.

(c) Kopieë van alle dokumente wat breedvoerige inligting omtrent die Pensioen- en Lewensversekeringskema bevat wat ingevolge hierdie Ooreenkoms gestig word, en van alle wysigings daarvan, moet by die Sekretaris van Arbeid ingedien word.

(d) Geen lid wat die Nywerheid verlaat, mag binne 'n tydperk van 5 jaar vanaf die datum waarop hy die Nywerheid verlaat, 'n terugbetaling van sy bydraes tot die Pensioenfonds eis nie.

#### Bydraes.

(2) (a) Elke werknemer op wie hierdie klousule van toepassing is, moet ooreenkomsdig die prosedure voorgeskryf in paragrawe (b) tot (1) van hierdie subklousule, 'n bedrag van 40 cent per week tot die Fonds bydra, en hierdie bedrag moet deur sy werkewer afgetrek word van sy weekloon, en elke werkewer op wie hierdie klousule van toepassing is, moet by die werknemer se bydrae 'n bedrag van R1.50 per week voeg, wat die totale 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 9 hours.

(5) All amounts payable in accordance with the provisions of sub-clause 2 of this clause shall be incorporated in a consolidated stamp issued by the Council.

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

(7) Copies of the Constitution and of audited annual accounts and balance sheets of the National Fund shall be lodged with the Council and with the Secretary for Labour.

For the purpose of this sub-clause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

#### 26. SUBSCRIPTIONS.—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES EMPLOYERS' ASSOCIATION.

(1) Every employer who is a member of the Kimberley Master Builders' and Allied Trades Employers' Association shall pay to the Council an amount of 2 cents per week in respect of every employee employed by him for whom wages are prescribed in clause 4 (1) (a) (iii) and (iv) of this Agreement.

(2) No payment in terms of sub-clause (1) shall be made in respect of an employee who has worked for less than 9 hours with a member employer in any one week.

(3) Where an employee has worked for two or more members of the said Kimberley Master Builders' and Allied Trades Employers' Association during any one week the payment referred to in sub-clause (1) shall be made by the employer who has first employed such employee for 9 hours or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month following that in respect of which the payments are made together with a certificate indicating the number of employees in respect of whom payment is made and certifying that the amount paid is in accordance with the provisions of this clause.

(5) The Council shall on or before the fifteenth of each month forward to the Kimberley Master Builders' and Allied Trades Employers' Association, the total amount of contributions received in terms of this clause less a collection fee of two and a half per cent which amount shall accrue to the general funds of the Council.

#### 27. LABOUR ONLY CONTRACT.

No employer shall give out work on any sub-contract basis unless the person undertaking such sub-contract work supplies all the labour, material and plant that may be required in the performance of such work; and no employee shall accept or perform any work on any basis contrary to that as set out herein.

#### 28. PENSION FUND.

There is hereby established a pension fund for the Building Industry, Kimberley (hereinafter referred to as "the Fund"). Such establishment shall be in the manner prescribed in this clause:—

(1) (a) The Council shall, in the manner prescribed herein, establish a Pension and Life Assurance Scheme for members of the Fund.

(b) For the purpose of implementing the objects of this clause the Council shall negotiate with the Federated Employers' Insurance Co., Ltd., for the establishment of a satisfactory Pension and Life Assurance Scheme.

(c) Copies of all documents containing detailed information of the Pension and Life Assurance Scheme established in terms of this Agreement, and any amendments thereto, shall be lodged with the Secretary for Labour.

(d) No member who leaves the Industry may claim a refund of his contributions to the Pension Fund within a period of five years from the date on which he leaves the Industry.

#### Contributions.

(2) (a) In accordance with the procedure laid down in paragraphs (b) to (l) of this sub-clause, every employee to whom this clause applies shall contribute an amount of 40 cents per week to the Fund, which amount shall be deducted by his employer from his weekly wage and every employer to whom this clause applies shall add to the employee's contribution an amount of R1.50 per week, thus making a total weekly contribution to

- (b) 'n Werkgever betaal of trek geen bedrag ingevolge subklousule (1) hiervan af ten opsigte van 'n werknemer wat minder as 9 uur vir hom in 'n bepaalde week gewerk het nie.
- (c) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem is, moet die werkgever by wie hy die eerste gedurende daardie week vir minstens 9 uur werkzaam was, ingevolge paragraaf (a) hiervan die bedrag vir daardie week afrek en bydra.
- (d) Elke werkgever moet ten opsigte van elke bedrag wat hy aldus ingevolge paragraaf (a) van hierdie subklousule betaal het, op elke betaaldag aan elkeen van sy werknemers op wie hierdie klousule van toepassing is, 'n seël van ander bewyssuk uitrek wat die waarde van sodanige bedrag verteenwoordig of sodanige bedrag insluit en wat deur hom gerooier is met sy naam, adres en die datum van uitreiking.
- (e) Elke werknemer moet sodanige seël of bewyssuk onmiddellik onderteken en in sy bydraeboek plak, wat deur hom bewaar moet word.
- (f) Elke werknemer moet onmiddellik na 30 Oktober en voor 7 November elke jaar sy bydraeboek oorhandig aan die Sekretaris, wat 'n kwitansie daarvoor moet uitrek.
- (g) Geen bydraeboek mag meer as 49 seëls of bewyssukke bevat nie, en indien daar meer daarin geplak is, word dié wat te veel is, deur die Sekretaris gekonfiskeer en die waarde daarvan in die algemene fonds van die Raad gestort. Seëls of bewyssukke, en ook die bydraeboek, is nie oordraagbaar nie.
- (h) Die bydraes van die werkgever, naamlik R1.50 per week, is nie, sodra die seël aan die werknemer uitgereik is, aan sodanige werknemer terugbetaalbaar nie.
- (i) Werkgewers moet die seëls of bewyssukke wat in paragraaf (d) van hierdie klousule bedoel word, van die Sekretaris aankoop, en elke werkgever moet 'n toereikende voorraad daarvan te alle tye in stand hou; met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van ongebruikte seëls of bewyssukke uit die Fonds mag verkry. Aansoek om sodanige terugbetaling moet nie later nie as 30 dae na 30 Oktober elke jaar of die verstryking van hierdie Ooreenkoms, by die Fonds gedoen word.
- (j) Die werknemer moet op 'n vorm wat van die Sekretaris verkry moet word, aansoek doen om die bydraeboek.
- (k) Die Raad mag die seël of bewyssuk en die bydraeboek wat in hierdie klousule bedoel word, na sy goedvinde, kombineer met enige ander seël, bewyssuk of bydraeboek wat hy van tyd tot tyd mag besluit om in te voer.
- (l) Die bydrae wat die Raad ingevolge hierdie klousule ingevorder het, moet maandeliks aan die Federated Employers' Insurance Co., Ltd., betaal word; met dien verstande dat die Raad drie-kwart van een persent van sodanige totale bydraes wat hy ingevorder het, kan terughou as administratiewe uitgawes, en sodanige bedrag moet in die algemene fondse van die Raad gestort word.

#### Lidmaatskap.

3. (a) Lidmaatskap van die Fonds is, behoudens die bepalings van paragraaf (b) van hierdie subklousule, verpligtend vir alle werknemers vir wie lone in klousule 4 (7) (a) (iii) en (iv) voorgeskryf word; met dien verstande dat die bepalings van hierdie klousule nie op 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms deelneem aan en lid is of word van enige fonds wat pensioen- en/of voorsorgvoordele verskaf en wat op genoemde datum bestaan het en waaraan die werkgever van daardie werknemer op genoemde datum 'n deelnemer was, of op die werkgever van sodanige werknemer van toepassing nie gedurende slegs dié tydperk wat sodanige fonds bly voortbestaan en beide die werkgever en die werknemer daarvan deelneem, indien die voordele wat sodanige fonds verskaf, na die mening van die Raad oor die algemeen nie minder gunstig is nie as die voordele wat verskaf word deur die Fonds wat ingevolge hierdie klousule gestig word. Werkgewers moet die Raad binne drie maande na die datum van inwerkingtreding van hierdie Ooreenkoms skriftelik verwittig van die bestaan van sodanige pensioen- en/of voorsorgfonds.
- (b) Elke persoon vir wie lidmaatskap van die Fonds ingevolge paragraaf (a) hiervan verpligtend is, moet die vorm vervat in Aanhengsel A van hierdie Ooreenkoms, invul en sodanige ingevulde vorm by die Sekretaris van die Raad indien binne een maand vanaf die datum waarop—

- (i) hierdie Ooreenkoms in werking tree, indien hy op sodanige datum in die Bouwyeerheid werkzaam is;
- (ii) hy tot die Bouwyeerheid toetree of weer toetree daarin werkzaam word en die bepalings van

- (b) No payment or deduction shall be made in terms of paragraph (a) hereof by an employer in respect of an employee who works less than 9 hours for him any week.
- (c) Where an employee is employed by two or more employers during the same week the deduction and contribution in terms of paragraph (a) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than 9 hours.
- (d) Every employer shall in respect of each amount so paid by him in terms of paragraph (a) of this sub-clause, issue on each pay day to each of his employees to whom this clause applies, a stamp or other voucher to the value of such amount or which includes such amount and cancelled by him with his name, address and the date of issue.
- (e) Every employee shall immediately sign and affix such stamp or voucher in his contribution book which shall be retained by him.
- (f) Every employee shall immediately after the 30th October and before the 7th November in each and every year, hand his contribution book in to the Secretary who shall issue a receipt therefor.
- (g) No contribution book shall contain more than 49 stamps or vouchers, and should more be affixed therein the excess shall be confiscated by the Secretary and the value thereof applied to the general fund of the Council. Stamps or vouchers are not transferable, neither are contribution books.
- (h) The contributions of the employer, viz. R1.50 per week shall not be refundable to the employee once the stamp has been issued to him.
- (i) The stamps or vouchers referred to in paragraph (d) of this sub-clause shall be purchased by employers from the Secretary and an adequate supply thereof shall at all times be maintained by every employer; provided that an employer may obtain a refund from the Fund of the value of any unused stamps or vouchers. An application for such refund shall be made to the Fund not later than 30 days after the 30th October in each year, or the expiration of this Agreement.
- (j) An application for the contribution book shall be made by the employee on a form to be obtained from the Secretary.
- (k) The Council may in its discretion combine the stamp or voucher and contribution book referred to in this clause with any other stamps, vouchers or contribution books which it may from time to time decide to introduce.
- (l) The contribution collected by the Council in terms of this clause shall be paid to the Federated Employers' Insurance Co., Ltd., monthly provided that the Council may retain three-quarters of one per cent of such total contributions collected as administrative expenses, which amount shall be paid into the general funds of the Council.

#### Membership.

- (3) (a) Subject to the provisions of paragraph (b) of this sub-clause, membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (a) (iii) and (iv); provided that the terms of this clause shall not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any fund providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of such employee, during such period only as such fund continues to operate and both employer and employee are participants therein, if, in the opinion of the Council the benefits which such fund provides are on the whole not less favourable than the benefits provided by the Fund established in terms of this clause. Employers shall notify the Council, in writing, of the existence of such pension and/or provident fund within a period of three months after the date of coming into operation of this Agreement.
- (b) Every person for whom membership of the Fund is compulsory in terms of paragraph (a) hereof, shall complete the form presented in Annexure A to this Agreement and lodge such completed form with the Secretary of the Council within one month of the date on which—
- (i) this Agreement comes into operation if employed in the Building Industry at such date;
  - (ii) he enters or re-enters or becomes employed in the Building Industry and falls within the scope of

*Administrasie.*

4. (a) Die Raad, of 'n Bestuurskomitee aangestel deur die Raad, moet die Fonds administreer ooreenkomsdig die reëls wat deur die Raad goedgekeur is. Die Bestuurskomitee moet aangestel word uit die gelede van die verteenwoordigers van die werkgewers en die werkemers in die Raad en hul sekundesse en moet bestaan uit 'n aantal werkgewersverteenvoerders en 'n aantal werkemersverteenvoerders wat ewe groot is. Die reëls van die Fonds mag nie met die bepalings van hierdie Ooreenkoms of die bepalings van die Wet op Nywerheiderversoening, 1956, of met enige ander Wet onbestaanbaar wees nie, en 'n kopie van die reëls en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.
- (b) Die Raad mag te eniger tyd nuwe reëls opstel en bestaande reëls wysig of herroep; kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.
- (c) Ingeval die Raad ontbind of in geval dit ophou om te funksioneer gedurende die geldigheidstermyn van hierdie Ooreenkoms, mag die Registrateur 'n trustee of trustees aanstaan om die funksies van die Raad ten opsigte van hierdie klousule uit te voer, en die trustees wat aldus aangestel word, het vir die doel van hierdie klousule al die bevoegdhede van die Raad.

*Vrywaring.*

5. Die lede van die Raad en sy werkemers is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die *bona fide*-uitvoering van hul pligte aangaan.

**AANHANGSEL A.****VORM VIR AANSOEK OM LIDMAATSKAP.***Die pensioenfonds van die Bouwerywerheid, Kimberley.*

Ten einde te verseker dat u die voordele sal verkry wat deur hierdie Fonds verskaf word, moet u asseblief hierdie vorm invul en dit af—

- (1) per geregistreerde pos stuur aan die Nywerheidsraad vir die Bouwerywerheid, Posbus 462, Kimberley; of
- (2) aan u werkewer oorhandig vir deursending, namens u, aan die Nywerheidsraad; of
- (3) by die kantoor van die Raad inlever.

U kan 'n ontvangsbewys van die Raad verkry.

(Skryf in gedrukte blokletters.)

Familienaam.....  
Eerste naam/name.....  
Huisadres.....

Vakansiefonds- en Pensioenfondsnommer.....  
Datum van geboorte (meld dag, maand en jaar).....  
Bewys van ouderdom moet gelewer word voordat voordele betaal kan word, en u geboortesertifikaat moet nou getoon word. Indien dit aan hierdie vorm geheg is, sal dit per geregistreerde pos teruggestuur word.

Ingeval u oorlyde, sal die voordele aan u naaste afhanklike betaal word, en die Nywerheidsraad besluit absolut na sy goedvinde aan wie die voordeel betaal moet word. Indien daar geen afhanklikes is nie, word die voordeel aan u boedel betaal.

Besonderhede van lid se naaste afhanklike:

Familienaam.....  
Volle eerste name.....

Adres.....

Verwantskap tussen afhanklike en lid (meld vrou, moeder, ens.).....

Handtekening van lid.....

Persoonskaartnommer.....

Datum.....

Handtekening van getuie.....

Adres.....

Fondse gereel deur: Federated Employers' Insurance Co., Ltd., Posbus 666, Johannesburg.

Namens die partye op hede die 22ste dag van Maart 1966 in Kimberley onderteken.

L. A. MOWBRAY, Voorsitter.

D. J. DEYSEL, Ondervoorsitter.

C. W. BROWN, Sekretaris.

*Administration.*

- (4) (a) The Fund shall be administered by the Council or a Management Committee appointed by the Council, in accordance with rules approved by the Council.

The Management Committee shall be appointed from amongst the representatives of the employers and employees on the Council and their alternates and shall consist of an equal number of representatives of employers and employees. The rules of the Fund shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1956, or any other Act and a copy of the rules and of any amendments thereto shall be lodged with the Secretary for Labour.

- (b) The Council may at any time make new rules and alter or repeal any existing rules; copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

- (c) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this clause and the trustees so appointed shall have all the powers vested in the Council for the purpose of this clause.

*Indemnity.*

- (5) 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.

**ANNEXURE A.****MEMBERSHIP APPLICATION FORM.***The Kimberley Building Industry Pension Fund.*

In order to secure the benefits provided by this Fund, please complete this form and either—

- (1) post it per registered post to the Industrial Council for the Building Industry, P.O. Box 462, Kimberley; or
- (2) hand it to your employer for transmission to the Industrial Council on your behalf; or
- (3) hand it in at the Council's offices.

An acknowledgement of receipt may be obtained by you from the Council.

(Print in block letters.)

Surname.....  
Christian Name(s).....  
Home Address.....

Holiday Fund and Pension Fund number.....  
Date of Birth (state day, month, year).....

Proof of age will be required before benefits can be paid and your birth certificate must be produced now. If it is attached to this form it will be returned by registered post.

In the event of your death, benefits will be paid to your nearest dependant, and the Industrial Council in their absolute discretion shall decide to whom the benefits shall be paid. If there are no dependants the benefit shall be paid to your estate. Details of members' nearest dependant:

Surname.....  
Full Christian names.....  
Address.....

Relationship of dependant to Member. (State wife, mother, etc.).....

Signature of member.....

Identity Card No. ....

Date.....

Signature of witness.....

Address.....

Fund arranged by: Federated Employers' Insurance Co., Ltd., P.O. Box 666, Johannesburg.

Signed at Kimberley on behalf of the Council on the 22nd March, 1966.

L. A. MOWBRAY, Chairman.

D. J. DEYSEL, Vice-Chairman.

C. W. BROWN, Secretary.

No. R. 1390.] [23 September 1966.  
WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.

BOUNYWERHEID, KIMBERLEY.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Kimberley, gepubliseer by Goewermentskennisgewing No. R. 1389 van 23 September 1966, oor die algemeen vir werkemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,  
Minister van Arbeid.

No. R. 1391.] [23 September 1966.  
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEpubliseer BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

BOUNYWERHEID, KIMBERLEY.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werkemers vir wie lone voorgeskrif word in die Ooreenkoms vir die Bounywerheid, Kimberley, wat by Goewermentskennisgewing No. R. 1389 van 23 September 1966, gepubliseer is.

M. VILJOEN,  
Minister van Arbeid.

No. R. 1390.] [23 September 1966.  
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, KIMBERLEY.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, Kimberley, published under Government Notice No. R. 1389 of the 23rd September 1966 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,  
Minister of Labour.

No. R. 1391.] [23 September 1966.  
WAR MEASURES ACT, 1940.

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

BUILDING INDUSTRY, KIMBERLEY.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) 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, Kimberley, published under Government Notice No. R. 1389 of the 23rd September, 1966.

M. VILJOEN,  
Minister of Labour.

INHOUD.

No.	BLADSY
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