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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 66.] [13 Januarie 1967.
WET OP NYWERHEIDSVERSOENING, 1956.

BOUNYWERHEID, QUEENSTOWN.

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 vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 28, 30, 31 en 34, 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 landdrostdistrik Queenstown; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 10, 17, 18, 27, 28, 30, 31 en 34, 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 landdrostdistrik Queenstown *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. 66.] [13 January 1967.
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, QUEENSTOWN.

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 union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 28, 30, 31 and 34, 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 Magisterial District of Queenstown; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Queenstown, 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, 10, 17, 18, 27, 28, 30, 31 and 34, 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,
QUEENSTOWN.

OOREENKOMS

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

National Federation of Building Trade Employers in South Africa

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

Amalgamated Union of Building Trade Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir Bounywerheid, Queenstown.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die landdroisdistrikt-Queenstown nagekom word deur die werkgewers en werknemers wat onderskeidelik lede van die werkgewers-organisasie of die vakvereniging is.

(2) Ongeag die bepalings van subklousule (1) is—

(a) die bepalings van hierdie Ooreenkoms op vakleerlinge van toepassing slegs in soverre dit nie onbestaanbaar is met die bepalings van die Wet op Vakleerlinge, 1944, of met 'n kontrak of voorwaardes daarkragtens aangegaan of gestel is nie;

(b) die bepalings van die Ooreenkoms van toepassing op leerlinge kragtens die Wet op Opleiding van Ambagsmanne, 1951 (Wet No. 38 van 1951), slegs in soverre dit nie onbestaanbaar is met die bepalings van daardie Wet of enige voorwaardes wat daarkragtens gestel is nie;

(c) klousules 4 (2), 8 en 10 nie van toepassing nie op werknemers vir wie 'n loon in klousule 4 (1), (a) (i), (ii), (iii), (iv) en (v) voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid, ingevolge artikel *agt-en-veertig* van die Wet, mag vasstel en bly van krag vir 'n tydperk van 5 jaar of vir die tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en enige verwysing na 'n wet omvat alle wysigings van sodanige wet; en tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer in diens kragtens 'n skriftelike vakleerlingskapkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is, en omvat dit 'n minderjarige wat ingevolge daardie wet vir 'n proeftydperk in diens is;

"Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die woord enigins te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue en bouwerke en/of die vervaardiging van artikels wat gebruik word in die oprigting, voltooiing of verbouing van geboue en bouwerk, ongeag of die verrigting van die werk, die bereiding van die materiaal of die maak van die nodige artikels op die terrein van die geboue of bouwerk of elders geskied, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat in die volgende bedrywe of onderafdelings daarvan werksaam is:

Messelwerk, met inbegrip van betonwerk en die vassit van betonblokke, die beteëling van mure en vloere, voegwerk, plavei- en mosaïekwerk, voorwerk met leiklip, marmer en komposisie, rioolaanleg, leidekwerk en pandekking;

lakverniswerk, met inbegrip van polering met 'n kwas of kussinkie en bespuiting met enige komposisiestof;

skrynwerk, met inbegrip van die vervaardiging van alle skrynwerkartikels, ongeag of die insit in die gebou of bouwerk deur die persoon wat die gebruikte artikel vervaardig of berei het, gedoen word of nie; werk met glas in lood en ander metale, met inbegrip van die vervaardiging en/of die aanbring van ruite, reklametekens en die insit van glas in verband daarmee;

metaalwerk, met inbegrip van die aanbring van staal-plafonne, metaalvensters, metaaldeure, bouersmidswerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plate en uitgedrukte metaal, ongeag of die persoon wat die gebruikte artikel vervaardig of berei het, dit in die gebou of bouwerk insit of nie;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY, QUEENSTOWN.

AGREEMENT

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

National Federation of Building Trade Employers in South Africa

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

Amalgamated Union of Building Trade Workers of South Africa

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

being parties to the Industrial Council for the Building Industry, Queenstown.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial District of Queenstown by the employers and employees in the Building Industry, who are members of the employers' organisation or the trade union 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 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;

(c) clauses 4 (2), 8 and 10 shall not apply to employees for whom wages are prescribed in clause 4 (1) (a) (i), (ii), (iii), (iv) and (v).

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

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

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

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

joinery, which includes the manufacture of all articles of joinery whether or not the fixing in the building or structure is done by the person making or preparing the articles used;

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

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

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

klipmesselwerk, met inbegrip van klipkapperwerk en -bouwerk (ook die kap en bou van sierklipwerk), betonwerk en die vassit of opbou van voorafgevoormde of kunstklip of kunsmarmer, plavei- en mosaïekwerk, voegwerk, muur- en vloerbeteëling, bediening van klipwerkmasjinerie en die skerpmaak van klipmesselgereedskap, ongeag of die persoon wat die gebruikte artikel vervaardig of berei het, dit in die gebou of bouwerk insit of nie; skilderwerk, met inbegrip van versierwerk, muurplakwerk, die insit van ruite, distemperwerk, wit- en kleurkalkwerk, beitswerk, verniswerk, vlamskildering, marmering en verfspuitwerk;

pleisterwerk, met inbegrip van modelleerwerk, granolitiese en komposisiebevloering, komposisiemuurbedekking en poleerwerk, voorafgevoormde of kunstklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, ongeag of die persoon wat die gebruikte artikel vervaardig of berei het, dit in die gebou of bouwerk insit of nie;

loodgieterswerk, met inbegrip van loodlaswerk, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfaatwerk, ventilering, verwarming, warm- en kouewateraanleg, stookaanleg en die vervaardiging en aansit van alle metaalplaatwerk, ongeag of die persoon wat die gebruikte artikel vervaardig of berei het, dit in die gebou of bouwerk insit of nie;

winkel-, kantoor- en bankuitrusting, met inbegrip van die vervaardiging en/of aanbring van winkelfronte, vensterkaste, vertoonkaste, toonbanke, skermes, los en vaste binne-toebehore;

staalversterking;

staalkonstruksie, met inbegrip van die aanbring van alle klasse staal- of ander metaalpilare, -leërs, staalbalke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, met inbegrip van timmerwerk, houtwerk, masjienwerk, draaiwerk, houtsniewerk, aansit van sinkplate, klank- en akoestiek materiaal, kurk- en asbesisoleerwerk, houtlatwerk, komposisieplafon- en muurbedekking, insit van houtproppe in mure, bedekking van houtwerk met metaal, die insit van blokkies- en ander vloere, met inbegrip van hout en kurk, ongeag of die persoon wat die gebruikte artikel vervaardig of berei het, dit in die gebou of bouwerk insit of nie;

asfaltwerk, met inbegrip van asfaltwerk aan vloere en dakke, die lê van malthoid en rubbervloere en die waterdigting van kelderverdiepings of fondamente;

"los arbeider" 'n arbeider wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"Raad" die Nywerheidsraad vir die Bounywerheid, Queenstown, wat geag word geregistreer te wees ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956;

"plattelandse werk" alle werk binne die landdrosdistrik Queenstown, maar buite 'n straal van agt myl van die Hoofpostkantoor af;

"noodsaaklike dienste" alle werk wat noodsaaklikerwys verrig word om die gesondheid en veiligheid van die publiek te verseker of vir die voortsetting van 'n ander nywerheid, besigheid of onderneming;

"noodwerk" werk wat nie redelikerwys gedurende die ure voorgeskryf in klousule 11 (1) en (2) van hierdie Ooreenkoms, verrig kan word nie;

"halfgeskoolde werknemer" 'n werknemer wat een of meer van onderstaande klasse werk verrig, nl.—

slegs oor arbeiders toesig hou, metaalvensters monteer, houtvensterrame vastik, vloerskuurmasjiene bedien, rioolpype kalfater, klippoleermasjinerie, uitgesonderd 'n Mallen-Biax- of soortgelyke tipe draagbare draaiskuurmasjiene, bedien, buigbare saag- en afwerkmasjiene bedien en wat boonop die werk van 'n arbeider kan verrig;

"geskikte slaapplek" 'n waterdigte skuiling wat veilig gesluit kan word met 'n houtvloer en die nodige was- en latrinegeriewe;

"bouwerk" ook mure, grensmure, steunmure en monumente, maar nie grafstene en begraafplaasmonumente nie;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(i) klippe of grond uitgrawe en uithaal vir fondamente, slote, riole en kanale;

(ii) uitgegraafde klippe of grond verwyder;

(iii) materiaal met skopgrawe invoer in of met skopgrawe uithaal uit dagha- of betonmasjiene, en dagha of beton met die hand of met skopgrawe meng;

(iv) goedere op- of aflaai;

(v) dagha, stene, klippe, beton of ander materiaal dra;

(vi) gebruikte stene skoonkap;

(vii) geboue en latrines wat deur nie-Blankes gebruik word, afwit en teer of dergelyke produkte daaraan smeer asook aan ru-houtwerk soos balke en onder aan vloere, met dien verstande, egter, dat die afwit van geboue of latrines gedurende die oprigting daarvan of binne sestig dae ná die voltooiing van enige gebou, van hierdie woordoms krywing uitgesluit word;

(viii) staalversterkingsmateriaal met draad bind of vasmaak, of sodanige materiaal onder toesig sny, buig en in-mekaarsit, oprig en vassit;

painting, which includes decorating, paper-hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying;

plastering, which includes modelling, granolithic, composition floor-laying, composition wall covering and polishing, precast or artificial stonework, wall and floor tiling, paving and mosaic work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

steel reinforcing;

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

woodwork, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood and cork; whether or not the fixing in the building or structure is done by the person making or preparing the article used;

asphalting, which includes asphalting floors and roofing, laying malthoid or rubber flooring and waterproofing basements or foundations;

"casual labourer" means a labourer who is employed by the same employer on not more than three days in any week;

"Council" means the Industrial Council for the Building Industry, Queenstown, deemed to have been registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"country jobs" means all jobs within the Magisterial District of Queenstown, but outside a radius of eight miles from the General Post Office;

"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;

"emergency work" means such work as cannot reasonably be performed during the hours prescribed in clause 11 (1) and (2) of this Agreement;

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

Supervising solely labourers, assembling metal windows, sprigging of wood-ashes, operating floor sanding machines, caulking of drain pipes, operating stone polishing machinery other than a Mall and Biax and similar type of portable spinner, flexible cutting and finishing machine and who may in addition perform the work of a labourer;

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

"structure" includes walls, retaining walls and monuments other than tombstones and burial monuments;

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

(i) Digging or taking out stone or soil for foundations, trenches, drains and channels;

(ii) removing excavated stone and soil;

(iii) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand or with shovels;

(iv) loading or unloading materials;

(v) carrying mortar, brick, stone, concrete or other materials;

(vi) cleaning used bricks;

(vii) lime washing and the use of tar or similar products on buildings and latrines occupied and used by Natives, and rough timber such as joist and underside of floors, provided, however, that lime washing in connection with building and/or latrines during their erection or within sixty days of the completion of any building be excluded from this definition;

(viii) binding or tying with wire steel reinforcing materials and cutting, bending and assembling, erecting, and fixing such materials under supervision;

(ix) scaffold erecting under supervision of a competent person;

- (ix) steiers onder toesig van 'n bevoegde persoon oprig;
- (x) beton onder toesig gelykmaak;
- (xi) skroefdraad aan pype onder toesig van 'n vakman sny;
- (xii) betonmengers of dagha- of ander soortgelyke masjiene bedien;
- (xiii) ambagsmanne bystaan indien nodig, maar nie om geskoolde werk te verrig nie;

"skuiplek teen reënweer" 'n skuiplek wat op so 'n manier van waterdigte materiaal gebou is dat die persone wat daarin skuil, onder alle omstandighede droog gehou word en gemaklik is;

"werkende werkgewer of vennoot" enige werkgewer of vennoot in 'n vennootskap wat in die Bounywerheid werk en wat self werk verrig soortgelyk aan dié wat enigteen van sy werknemers verrig.

4. LONE.

(1) (a) Geen laer lone as die volgende, gelees met die vorige bepalinge van hierdie klousule, mag deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie:—

	Per uur.
	R c
(i) Arbeider	0 12
(ii) Losarbeider	0 13
(iii) Halfgeskoolde werknemer	0 25
(iv) Bestuurder van 'n motorvoertuig	0 29
(v) Hyserbediener	0 29
(vi) Werknemers in die skilderbedryf	0 60·5
(vii) Werknemers in ander bedrywe	0 63·83

(b) *Differensiële lone.*—'n Werknemer wat op enige dag twee of meer soorte werk verrig waarvoor verskillende lone betaalbaar is, moet vir die volle tyd wat hy op sodanige dag werk, teen die hoër loon wat ingevolge paragraaf (a) van hierdie subklousule betaalbaar is, besoldig word.

(c) (i) Die lone voorgeskryf in subklousule (1) (a) (vi) en (vii) hiervan moet, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, ná afloop van elke ses maande, aangepas word teen 'n verhoging of verlaging van 'n $\frac{1}{2}$ sent per uur vir elke kerftoename of -afname van 1·875 punte van die verbruikersprysindeksyfer, op die grondslag dat 109·8 punte gelyk is aan 57·50 sent in die geval van werknemers vir wie lone in subklousule (1) (a) (vi) hiervan voorgeskryf word, en 60·83 sent per uur in die geval van werknemers vir wie lone in subklousule (1) (a) (vii) hiervan voorgeskryf word;

(ii) vir die toepassing van hierdie klousule beteken "kerf" elke voltooide trap van 1·875 punte wat die verbruikersprysindeksyfer bokant 109·8 styg of daaronder daal. "Verbruikersprysindeksyfer" beteken die beswaarde gemiddelde van die verbruikersprysindeks waf die Direkteur van Statistiek onmiddellik voor die verstryking van die betrokke ses maande in die Staatskoerant publiseer;

(iii) elke sodanige aanpassing tree in werking met ingang van die eerste dag van die maand wat volg op die verstryking van die ses maande wat bereken word soos in paragraaf (i) hiervan voorgeskryf, en moet op die eerste betaaldag daarna betaal word.

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

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

- (a) as gevaarlik geklassifiseer is in 'n wetterestelike, provinsiale of munisipale wet of regulasie met betrekking tot die Bounywerheid en in werking is in enige dorp of plek waarin of waarby sodanige werk verrig word;
- (b) aan die buitekant van 'n gebou, uitgesonderd by die oprigting van 'n nuwe gebou, op of van 'n hangsteier, hangstoel of 'n dak- of skuifloor, meer as 30 voet bo die grond verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van ligte of die ophang van vlaggies;
- (c) op 'n alleenstaande skoorsteen of 'n staalbundelskoorsteen meer as 30 voet bo die grond verrig word;
- (d) in ou vuilriole gedoen word.

5. LOONKONSILIDASIE.

Die lone voorgeskryf in klousule 4 (1) hiervan omvat die lewenskostetoelae voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig. Indien die lewenskostetoelae kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, of kragtens enige vervangende wetgewing verhoog word, word die besoldiging voorgeskryf in klousule 4 (1), dienooreenkomstig verhoog, met dien verstande dat die verskil tussen die besoldigingskale hierin voorgeskryf en die ooreenstemmende besoldiging voorgeskryf in die ooreenkoms gepubliseer by Goewermentskennisgewing No. 198 van 12 Februarie 1960, vir genoemde Oorlogsmaatreël of enige vervangende wetgewing, as lewenskoste geld by die vaststelling van die betrokke aanpassings.

- (x) levelling concrete under supervision;
- (xi) threading of piping under the supervision of an artisan;
- (xii) operating concrete mixers or mortar or other similar machines;
- (xiii) assisting artisans wherever necessary, but not to perform skilled work;

"wet weather shelter" means a shelter constructed of weather proof materials in such manner, that the occupants will be kept dry and comfortable in any circumstances;

"working employer or partner" means any employer or any partner in a partnership which carries out work in the building industry who himself performs work similar to that carried out by any of his employees.

4. WAGES.

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

	Per Hour.
	R c
(i) Labourer	0 12
(ii) Casual labourer	0 13
(iii) Semi-skilled employee	0 25
(iv) Motor vehicle driver	0 29
(v) Operator of hoist	0 29
(vi) Employees in the painting trade	0 60·5
(vii) Employees in other trades	0 63·83

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

(c) (i) The wages prescribed in sub-clauses (1) (a) (vi) and (vii) hereof shall be subject to half-yearly adjustments upon the expiry of each successive six months, taken as from the date on which this Agreement comes into operation, at a rate of $\frac{1}{2}$ cent per hour increase or decrease for each notch of 1·875 points traversed by the Consumer Price Index on the basis that 109·8 points equal 57·50 cents in the case of employees for whom wages are prescribed in sub-clause 1-(a) (vi) hereof and 60·83 cents per hour in the case of employees for whom wages are prescribed in sub-clause 1 (a) (vii) hereof;

(ii) for the purpose of this clause "notch" means each completed stage of 1·875 point variation in the Consumer Price Index figure upwards or downwards from 109·8. "Consumer Price Index" shall mean the weighed average of the Consumer Price Index published by the Director of Statistics in the *Government Gazette* immediately prior to the expiry of the six months concerned.

(iii) Each such adjustment shall become effective from the first of the month immediately following the expiry of the six months calculated as prescribed in paragraph (i) hereof and shall be payable on the first pay day thereafter.

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

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

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

5. CONSOLIDATION OF WAGES.

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 allowances in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation are increased then the remuneration prescribed in clause 4 (1) shall be increased accordingly, provided that the difference in the rates of remuneration herein prescribed and the corresponding remuneration prescribed in the Agreement published under Government Notice No. 198 of the 12th February, 1960, shall for the said War Measure or any substituting or superseding legislation count as cost of living in the determination of the relevant adjustments.

6. BETALING VAN LONE, OORTYD- EN ANDER BESOLDIGING.

(1) Lone, oortyd- en alle ander verskuldigde besoldiging moet weklíks in kontant betaal word gedurende werkure en voor of om 5 nm. op Vrydae, of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer plaasvind.

Betaling kan egter vóór Vrydag plaasvind indien die werkgewer en werknemer daarvoor ooreenkom. Indien Vrydag 'n openbare vakansiedag in die Bounywerheid is, moet betaling op die voorafgaande Donderdag plaasvind.

(2) Lone, oortyd- en ander verskuldigde besoldiging moet in verseëlde koeverte met die naam van die werknemer, die getal gewone en oortydure gewerk, die aftrekkings gemaak, die datum van betaling en die ingeslote bedrag daarop, aan werknemers oorhandig word.

(3) Behoudens die bepalings van klousule 22 (1) en (4), 26 en 30, mag geen aftrekkings gemaak word van bedrae wat aan werknemers verskuld is ten opsigte van lone of besoldiging vir oortydwerk nie; met dien verstande dat indien 'n werkgewer regtens verplig word om 'n betaling namens 'n werknemer te doen, enige bedrag wat aldus betaal is, afgetrek mag word.

7. STUKWERK, TAAKWERK EN AANSPORINGSWERK.

(1) Dit is verbode dat werkgewers werk op 'n stukwerk- of taakwerkgrondslag uitbestee en dat werknemers sulke werk verrig.

(2) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy ingevolge klousule (4) geregtig sou wees nie, mag 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid werk verrig of produksie; met dien verstande dat geen sodanige besoldigingstelsel toelaatbaar is nie behalwe in die vorm van 'n aansporingskema, oor die voorwaardes waaroor daar ooreengekom is soos uiteengesit in subklousules (3) en (4) hieronder; met dien verstande dat vakleerlinge nie toegelaat word om aan sodanige aansporingskemas deel te neem nie.

(3) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, na raadpleging met enigeen van die vakverenigings wat partye by hierdie Ooreenkoms is, wie se lede daarby betrokke is, oor die bepalings van sodanige skema kan besluit.

(4) Die bepalings van sodanige aansporingskema en enige latere wysigings daarvan waarvoor die komitee mag besluit het, moet op skrif gestel en deur die lede van die Komitee onderteken word en mag nie deur die komitee verander of deur enigeen van die partye beëindig word nie, tensy die party wat die Ooreenkoms wil verander of beëindig, die ander party skriftelik sodanige kennis gegee het waarvoor die party ooreengekom het toe sodanige Ooreenkoms aangegaan is.

8. STAPTYD- EN VERVOERTOELAES.

(1) Indien 'n werkplek meer as drie myl, maar hoogstens agt myl van die Hoofposkantoor, Queenstown, geleë is, moet die werkgewer die werknemer wat na daardie werkplek gestuur word, 'n toelae van 'n kwartier se loon betaal vir elke myl of gedeelte van 'n myl van die afstand wat meer as die drie myl is.

(2) Die toelae is daaglik slegs vir een rigting betaalbaar.

(3) Die werkgewer is geregtig om vervoer in plaas van die bogenoemde te verskaf, of om vervoer ten opsigte van genoemde afstand in albei rigtings te betaal.

(4) Die tyd wat 'n werknemer neem om na of van die werkplek te gaan, moet buite die gewone werkure wees wat in klousule 11 voorgeskryf word.

(5) 'n Werknemer wat op 'n staptyd- of vervoertoelae geregtig is, moet weklíks daardie toelae eis en ontvang.

(6) Vir die toepassing van hierdie klousule beteken "werkplek", die werkswinkel of terrein waar die werk verrig word.

9. KONTRAK UITSLUITLIK VIR ARBEID.

Geen werkgewer mag werk op kontrak uitsluitlik vir arbeid uitbestee nie. Geen werknemer mag werk op so 'n basis aanvaar of verrig nie.

10. WERK OP DIE PLATTELAND.

Die volgende vervoertoelae en/of slaapplektoelae moet deur 'n werkgewer betaal word aan 'n werknemer wat deur hom na 'n plattelandse werkplek gestuur word:—

(a) Indien 'n werknemer daaglik huis toe kan gaan en dit ook doen: Daaglik 'n tweedeklasreitoerspoorwegkaartjie. Daar word slegs vir tyd wat by die werkplek gewerk word, betaal;

(b) indien 'n werknemer nie daaglik huis toe kan gaan nie—

(i) 'n tweedeklasspoorwegkaartjie of soortgelyke vervoer na en van die werkplek af aan die begin en aan die einde van die werk; vir tyd wat slegs gedurende gewone werkure gereis word, word teen die uurloonskaal van die betrokke werknemer, voorgeskryf in klousule 4, betaal;

(ii) geskikte slaapplek naby die werkplek, of in plaas daarvan 'n toelae van R1.25 per dag;

(iii) indien 'n werknemer oor die naweek huis toe kan gaan en op die gewone begintyd op Maandag (of Dinsdag, as Nuwejaarsdag, Kersdag of Gelofte dag op 'n Sondag of Maandag val) by die werkplek terug kan wees, is hy op 'n tweedeklasreitoerspoorwegkaartjie vir die naweek geregtig, maar daar word geen betaling in plaas van sodanige kaartjie gedoen as die reis nie onderneem word nie; ten opsigte van tyd wat gedurende sulke naweke aan reis bestee word, is geen lone betaalbaar nie.

6. PAYMENT OF WAGES, OVERTIME AND OTHER REMUNERATION.

(1) Wages, earnings for overtime and all other remuneration due shall be paid in cash, weekly during working hours and not later than 5 p.m. on Fridays, or on termination of employment if this takes place before the ordinary pay day of the employee.

Payments may, however, be made on days prior to Friday if agreed to by the employer and employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

(2) Wages, earnings for overtime and any remuneration due shall be handed to employees in sealed envelopes bearing the name of the employee, number of ordinary and overtime hours worked, deductions made, date of payment and amount enclosed.

(3) Subject to the provisions of clauses 22 (1) and (4), 26 and 30, no deductions shall be made from amounts due to employees in respect of wages or remuneration for overtime work, provided that where an employer is legally compelled to make any payment on behalf of an employee, any amount so paid may be deducted.

7. PIECE-WORK, TASK-WORK AND INCENTIVE WORK.

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

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

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

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

8. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated more than three miles and not more than eight miles from the General Post Office, Queenstown, the employer shall pay to an employee sent to work on such a job an allowance of one quarter of an hour's wage for every mile or part thereof of the distance beyond such three miles.

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

(3) An employer shall be entitled to provide suitable transport in lieu of the foregoing, or pay transport, both ways, in respect of the said distance.

(4) Any time occupied by an employee in proceeding to or from work shall be outside the ordinary hours of work, prescribed in clause 11.

(5) An employee entitled to walking time or transport allowance shall claim and be paid such allowance weekly.

(6) For the purpose of this clause "job" means the workshop or site where work is being performed.

9. LABOUR ONLY CONTRACT.

No employer shall give out work on a labour only contract basis. No employee shall accept or perform work on such a basis.

10. COUNTRY JOBS.

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

(a) Where an employee is able and does return to his home every day: Return second class railway fare daily. Only time worked on a job shall be paid for;

(b) Where an employee is unable to return to his home daily—

(i) second class railway fare or equivalent transport to and from the place of work at the beginning and termination of such work time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wage of the employee concerned, as prescribed in clause 4;

(ii) suitable sleeping accommodation, in proximity to the place of work or an allowance of R1.25 per day in lieu thereof;

(iii) an employee if able to proceed to his home at the weekend and return by the ordinary starting time on Monday (or Tuesday if New Year's Day, Christmas Day or the Day of the Covenant falls on a Sunday or Monday). He shall be entitled to a second class railway return fare at weekends, but no payment in lieu of such fare shall be made if the journey is not undertaken; wages shall not be payable in respect of any time spent travelling during such weekends.

11. WERKURE.

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n "los arbeider", is hoogstens—

- (a) 43 uur per week in die geval van 'n "arbeider";
- (b) 41 uur per week, d.w.s. agt uur twaalf minute daaglik van Maandag tot en met Vrydag, n.l. van 7.48 v.m. tot 12.45 n.m., en 1.45 n.m. tot 5 n.m. in die geval van alle ander werknemers, met die uitsondering van "los arbeiders".

(2) Die gewone werkure van 'n "los arbeider" is hoogstens agt en drie kwartier per dag.

(3) Terwyl hy by 'n werkgever in diens is, mag geen werknemer enige werk in die Bounywerheid, hetsy vir besoldiging of nie, buite die ure voorgeskryf in hierdie klousule, onderneem of verrig nie, en ook nie op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag, Nuwejaarsdag of Republiekdag 1971 nie, hetsy vir eie rekening of namens 'n ander persoon of persone, tensy hy slegs vir homself werk.

(4) Geen werk behalwe dié gespesifiseer in klousule 12 (1) mag op Saterdag, Sondag, Paasmaandag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag, Kersdag, Nuwejaarsdag en Republiekdag 1971 gedoen word nie, behalwe dat 'n werknemer slegs vir homself mag werk.

(5) Geen werknemer mag verplig of toegelaat word om vir 'n aaneenlopende tydperk van langer as vyf uur sonder 'n onderbreking van minstens een uur te werk nie, met dien verstande dat werktydperke onderbreek deur 'n pouse van minder as 'n uur, geag word aaneenlopend te wees.

12. OORTYDWERK, OORTYDBESOLDIGING EN WERK OP SEKERE DAE.

(1) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe in die geval van noodsaaklike dienste of in die geval van noodwerk. By die toepassing van hierdie Ooreenkoms word alle tyd wat bo en behalwe die getal gewone werkure, voorgeskryf in klousule 11, gewerk word, geag oortydwerk te wees.

(2) *Oortydbesoldiging*.—Alle werknemers wat buite die ure voorgeskryf in klousule 11 van hierdie Ooreenkoms moet werk, moet—

- (a) ten opsigte van elke uur tot twee uur oortydwerk per dag van Maandag tot en met Vrydag, as volg betaal word—

- (i) vakleerlinge en minderjariges tydens die proeftydperk toegelaat kragtens die Wet op Vakleerlinge, 1944, kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, arbeiders en halfgeskoelde werknemers: Teen een en een tiende maal hul uurloon;

- (ii) ander werknemers: Die uurloon plus die vakansiefondsstorting voorgeskryf in klousule 20 (3) van hierdie Ooreenkoms vir die betrokke klas werknemer;

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

- (i) wat meer as 2 uur oortyd daaglik tussen Maandag tot en met Vrydag gewerk word; en

- (ii) wat op Saterdag vóór die middaguur gewerk word, een en 'n kwart maal sy uurloon;

- (c) ten opsigte van elke uur of gedeelte van 'n uur—

- (i) ná middag op Saterdag gewerk;

- (ii) op Sondag tot 7.30 v.m. op Maandag gewerk;

- (iii) op die openbare vakansiedae voorgeskryf in klousule 11 (4) gewerk;

- (iv) gedurende die jaarlikse vakansietydperk voorgeskryf in klousule 19 van hierdie Ooreenkoms gewerk, tensy anders vermeld in die vrystellingstifikat ten opsigte van alle tyd gewerk op enige dag of dae, uitgesonderd dié bedoel in paragraaf (iii) hiervan; een en een derde maal die uurloon van die betrokke werknemer.

(3) 'n Werkgever mag sy werknemer hoogstens tien uur oortydwerk in 'n week toelaat en 'n werknemer mag hoogstens tien uur oortydwerk in 'n bepaalde week doen.

13. DIENSBEÏNDIGING.

(1) 'n Werknemer, uitgesonderd 'n los arbeider, wat sy diens by 'n werkgever wil beëindig en 'n werkgever wat die diens van sy werknemer, uitgesonderd 'n los arbeider, wil beëindig, moet minstens een werkdag kennis gee; met dien verstande dat dit nie inbreuk maak nie op die reg van 'n werkgever of werknemer om die diensydperk sonder kennisgewing te beëindig weens 'n oorsaak wat regtens as voldoende erken word.

(2) 'n Werkgever kan aan 'n werknemer een dag se loon gee in plaas van die kennisgewing waarop sodanige werknemer kragtens subklousule (1) geregtig is, en 'n werknemer kan 'n werkgever eweneens een dag se loon gee in plaas van die kennisgewing waarop sodanige werkgever geregtig is.

(3) Gedurende die tydperk van kennisgewing in subklousule (1) bedoel, moet 'n werknemer wat as 'n timmerman vir 'n tydperk van minstens drie maande by dieselfde werkgever in diens was, 'n tydperk van hoogstens twee uur; en ander werknemers vir wie daar lene in klousule 4 (1) (a) (vi) en (vii) voorgeskryf word en vir 'n tydperk van minstens drie maande by dieselfde werkgever in diens was, 'n tydperk van hoogstens een uur toegestaan word om hul gereedskap agtermekaar te kry.

(4) Dit word nie vereis dat kennis aan of deur 'n los arbeider gegee word nie.

11. HOURS OF WORK.

(1) The ordinary hours of work of an employee, other than a "casual labourer", shall not exceed:—

- (a) in the case of a "labourer" 43 hours per week;

- (b) in the case of all other employees excluding "casual labourers" 41 hours per week, i.e. 8 hours 12 minutes daily from Monday to Friday inclusive, viz. from 7.48 a.m. to 12.45 p.m. and 1.45 p.m. to 5 p.m.

(2) The ordinary hours of work of a "casual labourer" shall not exceed eight and three quarters of an hour in any day.

(3) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the Building Industry, whether for remuneration or not, outside the hours prescribed in this clause, nor on Saturdays, Sundays, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day or Republic Day in 1971, either on his own account or on behalf of any other person or persons, save that an employee may perform work for himself only.

(4) No work other than that specified in clause 12 (1) shall be performed on Saturdays, Sundays, Easter Monday, Good Friday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day and Republic Day in 1971, save that an employee may perform work for himself only.

(5) No employee shall be required or permitted to work for a continuous period of more than 5 hours without a break of at least one hour; provided that periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

12. OVERTIME, PAYMENT FOR OVERTIME AND WORK ON CERTAIN DAYS.

(1) An employer shall not require or allow an employee to work overtime except on essential services or in cases of emergency work. For the purpose of this Agreement all time worked in excess of the number of ordinary hours of work prescribed in clause 11 shall be deemed to be overtime.

(2) *Payment for Overtime*.—Any employee who is required to work any time outside the hours of work prescribed in clause 11 of this Agreement shall be paid—

- (a) in respect of overtime up to two hours worked daily between Monday and Friday inclusive—

- (i) Apprentices and minors during the probationary period allowed under the Apprenticeship Act, 1944, trainees in terms of the Training of Artisans Act, 1951, labourers and semi-skilled employees: One and one-tenth times his hourly wage;

- (ii) other employees: The hourly wage plus the holiday fund payment prescribed for the class of employee concerned in clause 20 (3) of this Agreement.

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

- (i) in excess of two hours overtime daily between Monday and Friday, inclusive; and

- (ii) on Saturday prior to noon, one and one-quarter times his hourly wage.

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

- (i) after noon on Saturdays;

- (ii) on Sunday until 7.30 a.m., on Monday;

- (iii) on the public holidays prescribed in clause 11 (4);

- (iv) during the annual holiday period prescribed in clause 19 of this Agreement, unless otherwise stated in the certificate of exemption in respect of all time worked on any day or days other than those referred to in paragraph (iii) hereof; one and one-third times the hourly wage of the employee concerned.

(3) No employer shall permit his employee to work and no employee shall work more than 10 hours overtime in any one week.

13. TERMINATION OF EMPLOYMENT.

(1) An employee other than a casual labourer, desirous of terminating his employment with an employer and an employer desirous of terminating the services of his employee other than a casual labourer shall give not less than one working day's notice; provided that this shall not affect the right of an employer or employee to terminate the contract or service without notice for any cause recognised by law as sufficient.

(2) An employer may give an employee one day's pay in lieu of the notice to which such employee may be entitled in terms of sub-clause (1) and an employee may similarly give an employer one day's pay in lieu of the notice to which such employer is entitled.

(3) During the period of notice referred to in sub-clause (1) an employee employed as a carpenter, by the same employer for a period of not less than three months, shall be allowed a period not exceeding two hours and other employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii), employed by the same employer for a period of not less than 3 months, a period not exceeding one hour for the purpose of putting their tools in working order.

(4) No notice shall be required to be given to or by a casual labourer.

14. SKULPLEK TYDENS REËNWEER.

Op enige terrein waar bouwerkzaamhede verrig word; moet werkgewers 'n behoorlike skulplek verskaf waar werknemers gedurende reënweer kan skuil.

15. LATRINES.

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

16. TEEPOUSE.

'n Teepouse van tien minute moet gedurende die oggendskof tussen 10 vm. en 10.30 vm. deur elke werkgewer aan sy werknemers toegestaan word.

17. WERKENDE WERKGEWER OF VENNOOT.

Alle werkende werkgewers en/of vennote of hul regstreekse verteenwoordigers, moet die werkure wat in klousule 11 van hierdie Ooreenkoms voorgeskryf word, nakom.

18. KENNISGEWINGBORD.

Elke werkgewer en alle werkgewers wat in vennootskap werk, moet waar werk in die Bounywerheid ook al deur hom of hulle uitgevoer word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord van minstens twee voet by een en 'n half voet vertoon, waarop die naam en besigheidsadres van sodanige werkgewer of vennootskap vermeld word. Hierdie klousule is slegs van toepassing op werk wat sewe dae of langer duur.

19. JAARLIKSE VERLOF.

Gedurende die volgende tydperke mag geen werkgewer in die Nywerheid werk onderneem of van 'n werknemer vereis of hom toelaat om werk te verrig nie en geen werknemer in die Nywerheid mag werk onderneem of verrig nie, tensy die toestemming van die Raad vooraf skriftelik verkry word:—

- 1966—tussen 5 nm. op 15 Desember 1966 en 7.48 vm. op 9 Januarie 1967.
- 1967—tussen 5 nm. op 15 Desember 1967 en 7.48 vm. op 8 Januarie 1968.
- 1968—tussen 5 nm. op 13 Desember 1968 en 7.48 vm. op 6 Januarie 1969.
- 1969—tussen 5 nm. op 12 Desember 1969 en 7.48 vm. op 5 Januarie 1970.
- 1970—tussen 5 nm. op 13 Desember 1970 en 7.48 vm. op 6 Januarie 1971.

20. BESOLDIGING TEN OPSIGTE VAN JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) *Arbeiders.*—(a) Benewens die besoldiging voorgeskryf ingevolge hierdie Ooreenkoms, moet 'n werkgewer aan elke arbeider in sy diens 'n bedrag betaal gelyk aan een dag se besoldiging ten opsigte van enige openbare vakansiedag bedoel in klousule 11 (4) wat nie binne die tydperk van jaarlikse verlof, voorgeskryf in klousule 19, val nie, asof hy op sodanige vakansiedag gewerk het. Die besoldiging moet betaal word op die betaaldag wat op die betrokke openbare vakansiedag volg.

(b) Bo en behalwe die gewone loon moet 'n werkgewer ook op die dag vóór die aanvang van die jaarlikse verloftydperk bedoel in klousule 19, aan elke arbeider in sy diens 'n bedrag betaal wat gelyk is aan een dag se besoldiging ten opsigte van elke volle 20 werkdag diens plus drie dae se loon ten opsigte van Gelofte-dag, Kersdag en Nuwejaarsdag.

(c) 'n Arbeider wie se dienskontrak met 'n werkgewer voor die aanvang van die jaarlikse verloftydperk bedoel in klousule 19, eindig, moet by sodanige beëindiging daarvan ten opsigte van elke volle 20 werkdag diens by daardie werkgewer 'n bedrag betaal word wat gelyk is aan een dag se besoldiging.

(d) Vir die toepassing van paragraaf (c) beteken "een dag se loon" die verskuldigde besoldiging ten opsigte van 'n werkdag van agt uur en 36 minute.

(2) *Vakleerlinge.*—Elke werkgewer moet aan elke vakleerling in sy diens op die laaste betaaldag vóór die aanvang van die verloftydperk bedoel in klousule 19 hiervan, die loon betaal wat daardie vakleerling sou verdien het as hy gedurende die genoemde verloftydperk vir sy werkgewer bly werk het: Met dien verstande dat in die geval van 'n vakleerling wie se dienskontrak beëindig word vóór die laaste dag wat die aanvang van die verloftydperk, in klousule 19 bedoel, voorafgaan, die werkgewer aan sodanige vakleerling 'n bedrag gelyk aan een sesde van sy weekloon ten opsigte van elke volle maand diens gedurende die tydperk sedert hy op verlof geregtig geword het, moet betaal.

(3) *Alle ander werknemers (uitgesonderd los arbeiders).*—(a) Benewens enige ander besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig mag wees, moet namens sodanige werknemer, behoudens die bepalinge van klousule 22, ten opsigte van jaarlikse verlof en openbare vakansiedae, onderstaande bedrag, bedoel in klousule 22 hiervan, in die fonds gestort word:

- (i) werknemers vir wie loon in klousule 4 (1) (a) (iii), (iv) en (v) (halfgeskoolde werknemers, motorvoertuigbestuurders en hyserbedieners) voorgeskryf word: 1.75 sent per uur;
- (ii) werknemers vir wie loon in klousule 4 (1) (a) (vi) en (vii) (werknemers in die skilder- en ander bedrywe-uitgesonderd vakleerlinge, kweklinge, arbeiders en los arbeiders) voorgeskryf word: 4.5 sent per uur.

(b) Die bedrae bedoel in subklousule (a) moet ten opsigte van die gewone werkure van Maandag tot Vrydag betaal word.

14. 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.

15. LATRINES.

Proper sanitary accommodation shall be provided by all employers on all jobs for European and non-European workers separately.

16. TEA INTERVAL.

A tea interval of ten minutes shall be allowed by every employer to his employees during the morning shift, between the hours of 10 a.m. and 10.30 a.m.

17. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner or their direct representative shall observe the working hours prescribed in clause 11 of this Agreement.

18. NOTICE BOARD.

Every employer and all employers working in partnership, shall, wherever operations in the Building Industry are being carried out by him or them, display in a conspicuous place accessible to the public, a notice board of a size not less than 2 feet by 1½ feet showing the name and business address of such employer or partnership.

This clause shall only apply to jobs of seven days duration and over.

19. ANNUAL LEAVE.

No employer shall perform, require or allow an employee to perform work and no employee shall undertake or perform work in the industry, unless the consent of the Council has first been obtained, in writing, during the periods:—

- 1966—between 5 p.m. on the 15th December, 1966, and 7.48 a.m. on the 9th January, 1967.
- 1967—between 5 p.m. on the 15th December, 1967, and 7.48 a.m. on the 8th January, 1968.
- 1968—between 5 p.m. on the 13th December, 1968, and 7.48 a.m. on the 6th January, 1969.
- 1969—between 5 p.m. on the 12th December, 1969, and 7.48 a.m. on the 5th January, 1970.
- 1970—between 5 p.m. on the 13th December, 1970, and 7.48 a.m. on the 6th January, 1971.

20. PAYMENT IN RESPECT OF ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) *Labourers.*—(a) In addition to the remuneration prescribed in terms of this Agreement, an employer shall pay to each labourer in his employ a sum equal to one day's pay in respect of any public holiday referred to in clause 11 (4) not falling within the period of annual leave prescribed in clause 19, as if he had worked on such holiday. Such payment shall be made on the pay day following the public holiday concerned.

(b) Over and above the ordinary wages an employer shall also on the day prior to the commencement of the period of annual leave referred to in clause 19, pay to each labourer in his employ an amount equal to one day's pay in respect of each completed twenty working days of employment, plus three day's pay in respect of the day of the Covenant, Christmas Day and New Year's Day.

(c) A labourer whose contract of employment with any employer terminates prior to the commencement of the period of annual leave referred to in clause 19, shall upon such termination be paid an amount equal to one day's pay in respect of each completed twenty working days of employment by that employer.

(d) For the purpose of paragraph (c) "one day's pay" shall mean the payment due in respect of a working day of eight hours thirty-six minutes.

(2) *Apprentices.*—Each employer shall pay to each apprentice in his employ on the last day prior to the commencement of the holiday period referred to in clause 19 hereof, the wages which such apprentice would have earned if he had continued to work for his employer during the said holiday period, provided that in the case of an apprentice whose contract of employment is terminated prior to the last day preceding the commencement of the holiday period referred to in clause 19, the employer shall pay to such apprentice an amount equal to ¼th of this weekly wage in respect of each completed month of service during the period since he last qualified for leave.

(3) *All other Employees (excluding casual labourers).*—(a) In addition to any other remuneration to which an employee may be entitled in terms of this Agreement, such employee shall be paid subject to the provisions of clause 22, in respect of annual leave and public holidays the amount set out hereunder towards the Fund referred to in clause 22 hereof:—

- (i) Employees for whom wages are prescribed in clause 4 (1) (a) (iii), (iv) and (v) (semi-skilled employees, motor vehicle drivers and operators of hoists): 1.75 cents per hour;
- (ii) Employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) (employees in painting and other trades—other than apprentices, trainees, labourers and casual labourers): 4.5 cents per hour.

(b) The amounts referred to in sub-clause (a) shall be paid in respect of the ordinary hours of work from Mondays to Fridays.

21. VOORTSETTING EN ADMINISTRASIE VAN VAKANSIEFONDS.

(1) Die Fonds ingestel by Goewermentskennisgewing No. 1984 van 30 September 1955, wat bekend staan as die "Vakansiefonds vir die Bounywerheid, Queenstown" (hieronder "die Fonds" genoem), word hierby voortgesit.

(2) Die Fonds bestaan uit geld wat hom toeval uit die verkoop van seëls soos bepaal in klousule 22. Alle geld ontvang, moet in 'n bank in die krediet van die Fonds inbetaal word binne twee dae na ontvangs daarvan, of indien daar 'n bankvakansiedag sou wees, so spoedig doenlik daarna.

(3) Alle geld wat aan die Fonds behoort, kan na goeddunke van die Raad van tyd tot tyd in Staatseffekte of op vaste deposito of onmiddellik opeisbaar in 'n bank of bougenootskap belê word en enige rente op sodanige beleggings val die algemene fonds van die Raad toe.

(4) Alle geld ontvang uit die verkoop van vakansiefondsboekies wat deur die Raad verskaf word, val die algemene fonds van die Raad toe as vergoeding vir die administrasie van die Fonds.

(5) Alle trekkings op die vakansiefonds se bankrekening of beleggings moet geskied per tjek of dokument wat deur die sekretaris en/of tesourier en sodanige ander persoon of persone wat deur die Raad aangestel word, geteken moet word.

(6) Die Raad kan, na sy goedvinde, dié reëls opstel wat hy nodig ag met betrekking tot die behoorlike werking van die Fonds en die administrasie van die Fonds vir sover dit nie onbestaanbaar is met die bepalings van hierdie klousule is nie.

(7) Die Raad moet 'n sekretaris en/of tesourier aanstel wat bekend sal staan as die sekretaris en/of tesourier van die Fonds, en enige ander personeel wat hy nodig ag vir die behoorlike administrasie van die Fonds. Die salarisse van sodanige amptenare en alle ander uitgawes moet uit die algemene fonds van die Raad betaal word.

(8) Een of meer ouditeurs wat deur die Raad aangestel word, moet die rekenings van die Fonds jaarliks auditeer en voor of op 30 Junie 'n staat opstel wat die volgende aantoon:—

- (a) Alle geld ontvang; en
- (b) uitgawes onder alle hoofde aangegaan gedurende die 12 maande wat op die vorige 31 Desember geëindig het, saam met 'n staat wat die Fonds se bates en laste aantoon.

Ware afskrifte van hierdie state moet deur die Voorsitter van die Raad medeonderteken word en die ouditeur se verslag daaroor moet by die Raad se kantoor ter insae lê. Sertifikate van sowel die state as die ouditeur se verslag daaroor moet so spoedig moontlik, maar op of voor 30 Augustus elke jaar, by die Nywerheidsregistrator ingedien word.

22. VAKANSIEFONDS.

(1) Elke werkgewer moet ten opsigte van die bedrae wat ooreenkomstig klousule 20 (3) (a) aan elke lid van ondergenoemde klasse werknemers verskuldig is, die bedrae hieronder genoem, aftrek—

Per week.
R c

- (a) Werknemers vir wie 'n loon in klousule 4 (1) (a) (iii), (iv) en (v) voorgeskryf word ... 0 72
- (b) Werknemers vir wie 'n loon in klousule 4 (1) (a) (vi) en (vii) voorgeskryf word ... 2 20

Met dien verstande dat indien 'n werknemer by twee of meer werkgewers gedurende dieselfde week in diens was, die aftrekking vir daardie week deur die werkgewer wat hom gedurende daardie week eerste vir minstens agt uur in diens geneem het, gemaak moet word en voorts met dien verstande dat geen aftrekkings ten opsigte van 'n werknemer wat minder as agt uur in 'n bepaalde week gewerk het, gemaak moet word nie.

(2) Die werkgewer moet ten opsigte van die bedrae wat aldus kragtens subklousule (1) deur hom afgetrek is, op elke betaaldag aan elkeen van sy betrokke werknemers 'n seël ter waarde van sulke bedrae uitreik deur hom met sy naam gerojear en met die datum daarop aangebring, en elke werknemer moet sodanige seëls inplak in sy bydraeboekie wat hy moet hou. Bewysstukke ter waarde van die verlies van tyd op Goeie Vrydag, Paasmaandag, Hemelvaartdag en Republiekdag 1971, moet in die bydraeboekie geplak word.

(3) Die seëls bedoel in subklousule (2) moet deur die werkgewer van die sekretaris van die Fonds gekoop word en 'n voldoende voorraad daarvan moet te alle tye deur die werkgewer gehou word, met dien verstande dat 'n werkgewer 'n terugbetaling van die Fonds ter waarde van alle ongebruikte seëls kan vorder. Aansoek om sodanige terugbetaling moet geskied voor of op 'n datum wat deur die Raad vasgestel en waarvan kennis aan alle werkgewers gegee moet word.

(4) Aansoek om 'n bydraeboekie ten opsigte van elkeen van sy betrokke werknemers moet deur die werkgewer gedoen word op 'n vorm wat jaarliks van die Raad verkry moet word. 'n Werkgewer moet die bedrag van 15 sent ten opsigte van elke bydraeboekie aan die Sekretaris van die Raad betaal en is daarop geregtig om die bedrag wat aldus deur hom betaal is, ondanks enige ander bepalings van hierdie Ooreenkoms, van die loon van die betrokke werknemer af te trek.

(5) So spoedig moontlik ná die laaste betaaldag in November elke jaar en voor of op die laaste betaaldag vóór die vakansietydperk voorgeskryf in klousule 19 hiervan, moet elke werknemer sy bydraeboekie by die sekretaris van die Fonds laat, in ruil vir 'n bewyskaart en die sekretaris moet die bedrag vasstel wat aan die werknemer verskuldig is soos blyk uit die waarde van die seëls wat in sy bydraeboekie geplak is, minus die bedrae wat per bewysstuk ten opsigte van verlies van tyd op Goeie Vrydag, Paasmaandag, Hemelvaartdag en Republiekdag 1971 ingevolge subklousule 7 hiervan betaal is, en aan die werknemer die betrokke bedrag op of voor die dag vóór die aanvang van die vakansietydperk betaal.

21. CONTINUATION AND ADMINISTRATION OF HOLIDAY FUND.

(1) The Fund established by Government Notice No. 1984 of the 30th September, 1955, and known as the "Queenstown Holiday Fund for the Building Industry" (hereinafter referred to as "the Fund") is hereby continued.

(2) The Fund shall consist of moneys accruing from the sale of stamps as provided for in clause 22. All moneys received shall be deposited in a bank to the credit of the Fund within two days after receipt thereof, or should a bank holiday intervene, as soon as possible thereafter.

(3) Any moneys belonging to the Fund may be invested from time to time in government securities, or on fixed deposit or on call with a bank or building society, in the discretion of the Council and any interest accruing from such investments shall accrue to the general fund of the Council.

(4) Any funds accruing from the sale of holiday fund books supplied by the Council shall accrue to the general funds of the Council in consideration of the administration of this Fund.

(5) All withdrawals from the holiday fund bank account or investments shall be made by cheque or document, signed by the secretary and/or treasurer and such other person or persons as the Council may appoint.

(6) The Council may make such rules as it deems necessary relevant to proper functioning of the Fund and the administration of the Fund in so far as it is not inconsistent with the provisions of this clause.

(7) The Council shall appoint a secretary and/or treasurer who shall be known as the secretary and/or treasurer of the Fund, and such other staff as may be necessary for the proper administration of the Fund. The salaries of such officials, and all other expenses shall be paid from the general fund of the Council.

(8) An auditor or auditors to be appointed by the Council shall audit the accounts of the Fund annually and shall not later than 30th June, prepare a statement showing—

- (a) all moneys received; and
- (b) expenditure incurred under all headings for the twelve months ended the 31st December, preceding, together with a statement showing the assets and liabilities of the Fund.

True copies of these statements which shall be countersigned by the Chairman of the Council, and the auditor's report thereon shall be available for inspection at the Council's office. Certificates of both statements and the auditor's report thereon shall as soon as possible thereafter but not later than 30th August of each year be presented to the Industrial Registrar.

22. HOLIDAY FUND.

(1) Each employer shall deduct in respect of the amounts due in terms of clause 20 (3) (a) to each of the undermentioned classes of employees the amount scheduled hereunder—

Per Week.
R c

- (a) Employees for whom wages are prescribed in clause 4 (1) (a) (iii), (iv) and (v) ... 0 72
- (b) Employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) ... 2 20

Provided that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom the employee was first employed during that week for more than eight hours and provided further that no deductions shall be made in respect of an employee who has worked for less than eight hours in any one week.

(2) The employer shall in respect of the amounts so deducted by him in terms of sub-clause (1) issue on each pay day to each of his employees concerned, a stamp cancelled by him with his name and the date endorsed thereon, to the value of such amounts, and each employee shall affix such stamps in his contribution book which shall be retained by him. Vouchers to the value of time lost on Good Friday, Easter Monday and Ascension Day and Republic Day, 1971, shall be affixed in the contribution book.

(3) The stamps referred to in sub-clause (2) shall be purchased by the employer from the Secretary of the Fund and an adequate supply hereof shall at all times be maintained by the employer provided that an employer may obtain a refund from the Fund of the value of any unused stamps. An application for such refund shall be made on or before a date to be fixed by the Council and notified to all employers.

(4) Applications for a contribution book in respect of each of his employees concerned shall be made by the employer on a form to be obtained from the Council annually. An employer shall pay the amount of 15 cents in respect of each contribution book to the Secretary of the Council and shall be entitled to deduct the amount so paid by him from the wages of the employee concerned, notwithstanding any other provisions of this Agreement.

(5) As early as possible after the last pay day in November in each year and not later than the last pay day preceding the holiday period prescribed in clause 19 hereof each employee shall deposit his contribution book with the Secretary of the Fund in exchange for a receipt card and the Secretary shall ascertain the amount due to the employee as reflected by the value of the stamps affixed to his contribution book less the amounts paid by voucher in respect of time lost on Good Friday, Easter Monday and Ascension Day and Republic Day in 1971, in terms of sub-clause 7 hereof, and pay to the employee the amount in question, at a date not later than the day prior to the commencement of the holiday period.

(6) Die Fonds is nie verantwoordelik vir uitbetaling ten opsigte van seëls wat ingevolge hierdie klousule aan 'n werknemer uitgereik is nie, tensy sulke seëls ooreenkomstig subklousule (2) in 'n bydraeboekie ingeplak is en voor die aanvangsdatum van die verloftydperk by die sekretaris van die Fonds ingedien is; met dien verstande dat die Raad die sekretaris van die Fonds kan magtig om betaling te doen namens enige werknemer wat om 'n goeie rede wat deur die Raad bepaal word, nie sy bydraeboekie teen sodanige datum ingedien het nie.

(7) (a) Alle werknemers genoem in subklousule (1) hiervan kan ten opsigte van 'n verlies aan tyd op Goeie Vrydag, Paasmaandag, Hemelvaartdag en Republiekdag 1971, by hulle werknemers aansoek om betaling doen; met dien verstande dat die werknemers seëls het wat ingevolge subklousule (2) hiervan aan hulle uitgereik en behoorlik in hul bydraeboekies geplak is, en waarvan die vakansiefondswaarde minstens die bedrag is wat van die werkgever geëis word.

(b) Indien 'n werknemer aansoek doen om betaling ingevolge hierdie klousule, is die volgende voorwaardes van toepassing:—

- (i) die werknemer moet die bewysstuk wat in sy bydraeboekie voorsien word, teken ten opsigte van die vakansiedag waarvoor betaling geëis word, en hierdie bewysstuk saam met sy bydraeboekie vier dae voor die betaaldag wat volg op die vakansiedag ten opsigte waarvan betaling geëis word, by sy werkgever laat;
- (ii) by ontvangs van die bewysstuk en bydraeboekie bedoel in subparagraaf (i), moet 'n werkgever die betrokke werknemer op die betaaldag wat op sodanige vakansiedag volg, die volle waarde van die Fonds se deel van die aangehegte bewysstuk betaal;
- (iii) die werkgever is daarop geregtig om die bedrag wat ingevolge subparagraaf (ii) aan 'n werknemer betaal is, van die Fonds terug te vorder, met dien verstande dat die werkgever die bewysstuk, bedoel in subparagraaf (i) hiervan, behoorlik ingevul voor 20 November van elke jaar by die Sekretaris van die Fonds laat;
- (iv) indien die bedrag aan die werknemer betaal, meer was as die waarde van die Fonds se deel van die seëls, moet die Fonds slegs die werklike waarde van die Fonds se deel van die seëls aan die werkgever terugbetaal;
- (v) enige bedrag wat aan 'n werknemer ingevolge paragraaf (a) hiervan betaal word, moet van die bedrag wat aan die werknemer ingevolge subklousule (5) hiervan verskuldig is, afgetrek word.

(c) 'n Werknemer is nie geregtig om betaling te eis vir enige ander seëls wat voor die laaste betaaldag in November van enige jaar tot die dag onmiddellik vóór die aanvang van die volgende verloftydperk, uitgereik is nie. Die Raad beskik egter oor die reg om sodanige betaling te magtig indien dit, na sy goedvinde, raadsaam geag word om aldus te handel. In die geval van die dood van die werknemer moet die bedrag wat aan hom uit voornoemde Fonds verskuldig is, aan sy boedel by oorhandiging van sy bydraeboekie aan die Sekretaris van die Fonds, per tjek uitbetaal word.

(8) Die bydraeboekies en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen geld wat daarkragtigens aan 'n werknemer verskuldig is, mag gesedeer of in pand gegee word nie.

(9) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of weens enige ander oorsaak beëindig word, moet die Raad die Fonds bly beheer totdat dit of gelikwider of deur die Raad oorgedra is aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds ingestel of in 'n daaropvolgende Ooreenkoms voortgesit is.

(10) Ingeval die Raad ontbind word of ingeval hy sy werksaamhede staak gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel 34 (2) van die Wet, kan die Minister 'n komitee aanstel bestaande uit 'n gelyke getal werkgever- en werknemerverteenwoordigers in die Nywerheid, en moet dié komitee die Fonds bly beheer. Vakatures wat in die komitee ontstaan, kan deur die Minister uit werkgevers en werknemers gevul word ten einde die ewig tussen werkgevers en werknemerverteenwoordigers in die komitee te verseker. Ingeval die komitee nie in staat is nie, of onwillig is om sy werk te verrig, of ingeval 'n dooie punt ontstaan wat, na die mening van die Minister, die beheer van die Fonds ondoenlik of onwenslik maak, kan hy een of meer trustees aanstel om die werk van die komitee te verrig, wat vir dié doel al die bevoegdhede van die komitee besit. Ingeval daar geen Raad is nie moet die Fonds by verstryking van hierdie Ooreenkoms deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of, na gelang van die geval, deur die trustee of trustees, gelikwider word op die wyse uiteengesit in subklousule (11) van hierdie klousule, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal by artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(11) By likwidasië van die Fonds ooreenkomstig subklousule (9) van hierdie klousule, moet die geld wat in die krediet van die Fonds oorbly, ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, aan die algemene fondse van die Raad betaal word.

23. EERSTEHULP.

Op enige perseel waar werknemers by hom in diens is, moet elke werkgever behoorlike uitrusting vir eerstehulp verskaf en dit in 'n goeie toestand hou.

(6) The Fund shall not be liable to make payment in respect of any stamps issued to employees in terms of this clause unless such stamps are affixed in a contribution book in terms of sub-clause (2) and such contribution book is deposited with the Secretary of the Fund before the commencement of the holiday period; provided that the Council may authorise the Secretary of the Fund to make payment to any employee who for some good reason determined by the Council has not lodged his contribution book by such date.

(7) (a) All employees specified in sub-clause (1) hereof may, in respect of time lost on Good Friday, Easter Monday and Ascension Day and Republic Day in 1971, apply to their employers for payment provided that such employees have stamps issued to them in terms of sub-clause (2) hereof, duly affixed to their contribution books, the holiday fund value of which shall be not less than the amount claimed from the employer.

(b) If an employee makes application for payment in terms of this clause the following conditions shall apply:—

- (i) The employee shall sign the voucher provided in his contribution book in respect of the holiday for which payment is required and deposit this voucher together with his contribution book with his employer four days before the pay day following the holiday in respect of which payment is required;
- (ii) upon receipt of the voucher and contribution book referred to in sub-paragraph (i) an employer shall pay to the employee concerned the full value of the Fund's portion of the affixed voucher on the pay day following such holiday;
- (iii) the employer shall be entitled to recover from the Fund, the amount paid to an employee in terms of sub-paragraph (ii) provided such employer lodges the voucher referred to in sub-paragraph (i) hereof, duly completed, with the Secretary of the Fund, before the 20th November of each year;
- (iv) if the payment to the employee was in excess of the value of the Fund's portion of the stamps, the Fund will refund to such employer only the actual value of the Fund's portion of the stamps;
- (v) any amount paid to an employee in terms of paragraph (a) hereof shall be deducted from the amount payable to an employee in terms of sub-clause (5) hereof;

(c) An employee shall not be entitled to claim payment for any other stamps issued to him prior to the last pay day in November in any year, until the day immediately preceding the commencement of the following holiday period. The Council, however, shall have the right to authorise such payment if, in its discretion, it is considered advisable to do so. In case of death of the employee the amount due to him from the aforesaid Fund shall be paid to his estate by cheque drawn in favour of such estate on his contribution book being lodged with the Secretary of the Fund.

(8) The contribution books and stamps issued to employees are not transferable and no moneys due in terms thereof to an employee shall be ceded or pledged.

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

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Minister may appoint a committee from employers and employees in the industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Minister from employers or employees as the case may be so as to ensure an equality of employers or employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all powers of the committee for such purpose. In the event of there being no Council in existence the Fund shall be liquidated upon the expiry of this Agreement by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (11) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed, as provided for in section thirty-four (4) of the Act, as if it formed part of the general funds of the Council.

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

23. FIRST AID.

Each employer shall provide and maintain in good order suitable first aid equipment on any premises where employees are employed by him.

24. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van die werkgewers en werknemers menings uitvaardig wat nie onbestaanbaar met die bepalings daarvan is nie.

25. VRYSTELLINGS.

- (1) Die Raad kan om 'n goeie en afdoende rede aan 'n persoon of persone skriftelike vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.
- (2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling kragtens die bepalings van hierdie klousule verleen word, die voorwaardes stel waarvolgens die vrystelling verleen word, asook die tydperk waarvoor die vrystelling van krag sal wees; met dien verstande dat die Raad na goeie dunde en nadat kennis skriftelik aan die betrokke persoon of persone gegee is, 'n vrystellingstifikaat kan intrek, ongegag of die tydperk waarvoor dit verleen was verstryk het of nie.
- (3) 'n Vrystellingstifikaat wat deur die Sekretaris van die Raad geteken is, moet aan elke vrystelste persoon uitgereik word. 'n Vrystellingstifikaat is in geen ander gebied as die waarvoor dit uitgereik is, geldig nie.
- (4) 'n Vrystellingstifikaat kan gedurende die tydperk waarvoor dit uitgereik is, te eniger tyd deur die Raad, sonder opgawe van redes, gewysig of ingetrek word.
- (5) 'n Werkgever moet die gewysigde voorwaardes, vasgestel deur 'n vrystellingstifikaat wat ooreenkomsdig die bepalings van hierdie klousule uitgereik is, nakom.

26. ALGEMENE FONDSE.

- (1) Ten einde die onkoste van die Raad te dek, moet elke werkgewer 12 sent per week aftrek van die verdienste van elk van sy werknemers vir wie 'n loon in klousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms voorgeskryf word en 3 sent per week van alle ander werknemers uitgesonderd los arbeiders, en by elke 12 sent aldus afgetrek moet die werkgewer 10 sent, en by elke 3 sent aldus afgetrek 2 sent, voeg, en genoemde bedrae moet deur die werkgewer ooreenkomsdig die prosedure wat in subklousule (2) hiervan voorgeskryf word, aan die Raad gestuur word, met dien verstande dat die bedrag wat ten opsigte van hierdie klousule deur 'n werkgewer betaalbaar is, in geen week minder as 40 sent moet wees nie.
- (2) Alle bedrae wat ooreenkomsdig die bepalings van subklousule (1) van hierdie klousule betaal moet word, moet op of voor die sewende dag van elke maand, tesame met 'n opgawe van die getal werknemers in diens en hul bedrywe, ten opsigte van die vorige maand se verskuldigde gelde, aan die Sekretaris van die Raad gestuur word, tesame met die besonderhede genoem in subklousule (3) van hierdie klousule.
- (3) Elke werkgewer moet, wanneer hy sy bydraes aan die Raad stuur, op die gedrukte vorms wat deur die Raad verskaf word, 'n lys van die ambagsmanne wat by hom in diens is, verstrek.
- (4) Indien 'n werkgewer nie 'n werknemer soos in subklousule (1) van hierdie klousule spesifiseer, in diens gehad het nie, moet, sodanige werkgewer nogtans voor of op die sewende dag van die maand 'n opgawe met die woorde "Geen werknemers" oor die vorm geskryf, tesame met die minimum bedrae van 40 sent per week soos voorgeskryf in subklousule (1) van hierdie klousule, indien.

27. REGISTRASIE VAN WERKGEWERS.

- (1) (a) Alle werkgewers in die Bounwyerheid op die datum waarop hierdie Ooreenkoms in werking tree moet, indien hy dit nie alreeds ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie, binne drie weke die volgende besonderhede aan die sekretaris van die Raad stuur:—
 - (i) Volle naam.
 - (ii) Besighedsadres.
 - (iii) Die bedryf of bedrywe wat hy in die Nywerheid beoefen.
- (b) Die besonderhede wat ingevolge paragraaf (a) van hierdie subklousule vereis word, moet binne twee weke nadat hulle met sake begin, deur alle werkgewers wat ná die datum van die inwerkingtreding van hierdie Ooreenkoms sake in die Bounwyerheid begin doen, verstrek word.
- (c) As die werkgewer 'n vennootskap of maatskappy is, moet die inligting ingevolge paragraaf (1) (a) van hierdie subklousule ten opsigte van elke vennoot, direkteur, ens., verstrek word. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.
- (2) Die Sekretaris van die Raad moet 'n register byhou van al die werkgewers bedoel in subklousule (1) hiervan.
- (3) Elke geregistreerde werkgewer moet die Raad onmiddellik skriftelik in kennis stel van enige verandering van die besonderhede wat by registrasie verstrek is.

28. AGENTE.

- (1) Die Raad moet een of meer persone aanstel as agente om met die toepassing van hierdie Ooreenkoms behulpsaam te wees. 'n Agent het die reg om—
 - (a) te eniger tyd alle persele of plekke waar die Bounwyerheid uitgeoefen word, te betree indien hy redelike aanleiding het om te veronderstel dat 'n persoon daar in diens is;
 - (b) enige persoon wat hy in of by die perseel aantref, hetsy alleen of in teenwoordigheid van 'n ander persoon wat hy geskik ag, mondelings te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het, en van daardie persoon te vereis dat hy die vrae wat gestel word, beantwoord;

24. ADMINISTRATION OF 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.

25. EXEMPTIONS.

- (1) The Council may in writing grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.
- (2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw any certificate of exemption whether or not the period for which exemption was granted has expired.
- (3) A certificate of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.
- (4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason during the period for which it was granted.
- (5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

26. GENERAL FUND.

- (1) For the purpose of meeting the expenses of the Council, each employer shall deduct 12 cents per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) of this Agreement and 3 cents per week from all other employees other than casual labourers, and for every 12 cents so deducted the employer shall contribute 10 cents and for every 3 cents so deducted the employer shall contribute 2 cents and the said amounts shall be paid by the employer to the Council, in accordance with the procedure prescribed in sub-clause (2) hereof, provided that the amount payable by an employer in respect of this clause shall not be less than 40 cents in any week.
- (2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause, together with a statement showing the number of employees employed and their trades shall 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 together with the particulars referred to in sub-clause (3) of this clause.
- (3) Each employer shall, when forwarding his contributions to the Council, on printed forms supplied by the Council, enclose a list of the artisans employed by him.
- (4) Where an employer did not employ any employees as specified in sub-clause (1) of this clause, such employer shall nevertheless submit a return on or before the seventh day of the month with the words "No employees" written across the form together with the minimum contribution of 40 cents per week as prescribed in sub-clause (1) of this clause.

27. REGISTRATION OF EMPLOYERS.

- (1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, if he has not already done so in terms of any previous Agreement of the Council, within three weeks forward to the Secretary of the Council the following particulars:—
 - (i) Full name.
 - (ii) Business address.
 - (iii) The trade or trades which he is carrying on in the Industry.
- (b) The particulars required under paragraph (a) of this sub-clause shall also be furnished by all employers entering the Building Industry after the date on which the Agreement comes into operation within two weeks of commencing operation.
- (c) Where the employer is a partnership or a company, information in accordance with paragraph (1) (a) of this sub-clause shall be furnished in respect of each partner, director, etc. The title under which the partnership or company is operating shall be furnished.
- (2) The Secretary of the Council shall maintain a register of all employers referred to in sub-clause (1) hereof.
- (3) Every registered employer shall forthwith notify the Council in writing of any change in the particulars furnished on registration.

28. AGENTS.

- (1) The Council shall appoint one or more persons as agent or agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to—
 - (a) at any time enter any premises or place in which operations in Building Industry is carried on when he has reasonable cause to believe that any person is employed therein;
 - (b) orally examine, either alone or in the presence of any other person he may think fit, every person whom he finds in or about the premises or place and require such persons to answer the questions put to him with respect to matters relating to this Agreement;

(c) te eis dat sodanige boeke, tydstate, aantekeninge en dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgelê word en hy kan hulle inspekteer, ondersoek en afskrifte daarvan maak.

(2) Wanneer die agent enige perseel of plek betree of enige persoon, boek of dokument inspekteer of ondersoek, mag hy 'n tolk met hom saamneem.

(3) Elke persoon vir wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent van alle genoemde fasiliteite voorsien.

29. VERTONING VAN OOREENKOMS.

Alle werkgewers moet in elke werkwinkel of werkplek waar besigheid gedoen word, 'n kopie van hierdie Ooreenkoms in albei amptelike tale vertoon op 'n opvallende plek wat vir al die werknemers maklik toeganklik is.

30. VAKVERENIGINGLEDIGELD.

(1) Elke werkgewer moet by ontvangs van 'n skriftelike versoek deur 'n werknemer vir wie 'n loon in klousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms voorgeskryf word en wat 'n lid van die Vakvereniging is, elke maand van die loon van die werknemer die voorgeskrewe ledigheid aftrek wat deur die werknemer aan die Vakvereniging betaalbaar is.

(2) Geen aftrekking mag gemaak word waar 'n werknemer minder as agt uur gewerk het gedurende die week waarin die aftrekking gemaak word nie.

(3) Die aftrekking bedoel in subklousule (1) moet in die loonregister van die werkgewer getoon word asook op die koevert of staat wat by klousule 6 (2) van hierdie Ooreenkoms voorgeskryf word.

(4) Die werkgewer moet al die bedrae wat kragtens subklousule (5) gedurende die vorige maand ontvang is, min insamelingskoste van 5 persent, binne die eerste 7 dae van elke maand aan die Vakvereniging betaal.

31. AMPSDRAERS VAN DIE VAKVERENIGING.

Ampsdraers van die vakvereniging het gedurende werktijd, in die gewone loop van hul pligte, toegang tot boupersone en werkwinkels, maar word nie toegelaat om in te meng met die ononderbroke werkverrigting van 'n werknemer sonder die toestemming vooraf te verkry van die werkgewer of sy behoorlik gemagtigde verteenwoordiger nie.

32. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID.

(1) Aangesien die Raad van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (ingestel deur die Nasionale Federasie van Werknemers in die Boubedryf in Suid-Afrika), hieronder die "Nasionale Fonds" genoem, in kennis gestel is, magtig hy hiermee, vir die toepassing van die doelstellings uiteengesit in die konstitusie van genoemde Nasionale Fonds, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Met ingang van drie maande ná die publikasiedatum van hierdie Ooreenkoms moet alle werkgewers, ingevolge die bepalings van subklousules (3) en (4) hiervan, 'n bedrag van 8 sent per week tot die Nasionale Fonds bydra namens elke werknemer vir wie 'n loon voorgeskryf word in klousules 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms.

(3) 'n Werkgewer mag geen storting namens 'n werknemer doen wat minder as agt uur in 'n week vir hom gewerk het nie.

(4) Indien 'n werknemer by twee of meer werkgewers gedurende dieselfde week in diens was, moet die werkgewer wat hom eerste vir minstens agt uur in sy diens gehad het, die storting doen.

(5) Die prosedure voorgeskryf in klousule 26 van hierdie Ooreenkoms met betrekking tot die wyse waarop stortings aan die Raad gedoen moet word, is *mutatis mutandis* van toepassing op die storting van bydraes ingevolge hierdie klousule.

(6) Die Raad moet die totale bedrag aan bydraes wat hy kragtens subklousule (2) van hierdie klousule invorder, minus insamelingsgelde van 2½ persent, maandeliks in genoemde Nasionale Fonds stort, welke bedrag die Algemene Fonds van die Raad toeval.

(7) Afskrifte van die konstitusie en geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule omvat die woord "konstitusie" alle wysigings van tyd tot tyd aan die konstitusie aangebring.

33. INDIENSNEMING VAN JEUGDIGES.

'n Werknemer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

34. WERKGEWERSORGANISASIEGELDE.

(1) Elke werkgewer wat lid van die werkgewersorganisasie is moet 'n bedrag van 2 sent per week aan die Raad betaal ten opsigte van elkeen van sy werknemers vir wie 'n loon in klousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms voorgeskryf word.

(2) Geen betaling moet deur 'n werkgewer gedoen word ten opsigte van 'n werknemer wat minder as 8 uur in 'n week gewerk het nie.

(3) Wanneer 'n werknemer deur meer as een lid van die werkgewersorganisasie gedurende enige bepaalde week gewerk het, moet die betaling wat in subklousule (1) voorgeskryf word, gedoen word deur die lid wat die werknemer eerste gedurende daardie week vir minstens 8 uur in diens gehad het.

(c) require the production of, inspect, examine and make copies of such books, time sheets, records and documents as he may deem necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering any premises or place or inspecting or examining any person, book or document, 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.

29. EXHIBITION OF AGREEMENT.

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

30. TRADE UNION SUBSCRIPTIONS.

(1) Every employer shall upon receipt of a written request from an employee for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) of this Agreement and which is a member of the trade union, deduct each month from the wages of the employee the prescribed membership fee payable by the employee to the trade union.

(2) No deduction shall be made where an employee has worked for less than eight hours during the week in which the deduction is made.

(3) The deduction referred to in sub-clause (1) shall be shown in the wage register of the employer and on the envelope or statement prescribed by clause 6 (2) of this Agreement.

(4) The employer shall within the first seven days of each month pay to the trade union all the amounts received under sub-clause (5) during the preceding month, less a five per cent collection fee.

31. TRADE UNION OFFICIALS.

Officials of the trade union shall in the ordinary course of their duties have access to building sites and workshops during working hours, but shall not be allowed to interfere with the continued performance of work by any employee without the prior consent of the employer or his duly authorised representative.

32. 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 purposes of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) As from three months after the date of publication of this Agreement each employer shall, subject to the provisions of sub-clauses (3) and (4) hereof, contribute to the National Fund an amount of 8 cents per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) of this Agreement.

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

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

(5) The procedure prescribed in clause 26 of this Agreement relative to the manner in which payment shall be made to the Council, shall *mutatis mutandis* apply to the payment of contributions in terms of this clause.

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

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

33. EMPLOYMENT OF JUVENILES.

An employer shall not employ any person under the age of 15 years.

34. EMPLOYERS' ORGANISATION FEES.

(1) Every employer who is a member of the employers' organisation shall pay to the Council in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) of this Agreement an amount of 2 cents per week.

(2) No payment shall be made by an employer in respect of an employee who has worked for less than eight hours in any one week.

(3) Where an employee is employed by more than one member of the employers' organisation during any one week, the payment prescribed in sub-clause (1) shall be made by the member who first employed the employee during that week for not less than eight hours.

(4) Die werkgever moet die betalings bedoel in subklousule (1) doen binne een week vanaf die betaaldag van die week waarop die betaling betrekking het, en dié besonderhede verstrek wat die Raad van tyd tot tyd mag voorskryf.

(5) Die Raad moet binne die eerste 7 dae van elke maand aan die werkgewersorganisasie al die bedrae betaal wat ingevolge subklousule (4) gedurende die voorafgaande maand ontvang is, min insamelingskoste van 2½ persent, en dié bedrag kom die algemene fonds van die Raad toe.

Namens die Raad op hede die 24ste dag van Junie 1966 in Queenstown onderteken.

R. W. JOHNSTON,
Voorsitter van die Raad.

D. PALMER,
Ondervoorsitter van die Raad.

J. J. GERBER,
Sekretaris van die Raad.

No. R. 67.]

[13 Januarie 1967.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BOUNYWERHEID, QUEENSTOWN.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermenskennisgewing No. R. 66 van 13 Januarie 1967, oor die algemeen vir werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 68.]

[13 Januarie 1967.]

WET OP OORLOGSMAATREËLS, 1940.

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

BOUNYWERHEID, QUEENSTOWN.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942 gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bounywerheid wat by Goewermenskennisgewing No. R. 66 van 13 Januarie 1967, gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

(4) The employer shall make the payments referred to in sub-clause (1) within one week from the pay day of the week to which the payment relates, giving such particulars as the Council may prescribe from time to time.

(5) The Council shall within the first seven days of each month pay to the employers' organisation all the amounts received under sub-clause (4) during the preceding month, less a two and one-half per cent collection fee, which amount shall accrue to the general funds of the Council.

Signed at Queenstown on behalf of the Council on this 24th day of June, 1966.

R. W. JOHNSTON,
Chairman of the Council.

D. PALMER,
Vice-Chairman of the Council.

J. J. GERBER,
Secretary of the Council.

No. R. 67.]

[13 January 1967.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, QUEENSTOWN.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice No. R. 66 of the 13th January, 1967, 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. 68.]

[13 January 1967.]

WAR MEASURES ACT, 1940.

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

BUILDING INDUSTRY, QUEENSTOWN.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942 suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Building Industry, published under Government Notice No. R. 66 of the 13th January, 1967.

M. VILJOEN,
Minister of Labour.

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