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*Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.*

*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

GOEWERMENSKENNISGEWINGS.

GOVERNMENT NOTICES.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

The following Government Notices are published for general information:—

DEPARTEMENT VAN ARBEID.

DEPARTMENT OF LABOUR.

* No. 2411.] [29 September 1950.
NYWERHEID-VERSOENINGSWET, 1937.

* No. 2411.] [29 September 1950.
INDUSTRIAL CONCILIATION ACT, 1937.

BOUNYWERHEID, KROONSTAD.

BUILDING INDUSTRY, KROONSTAD.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Bounywerheid, Kroonstad, vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig een jaar na genoemde tweede Maandag, bindend is op die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 21, 24, 25 en 27 tot en met 29 van genoemde Ooreenkoms vanaf die tweede Maandag na publikasie van hierdie kennisgewing en vir die tydperk wat eindig een jaar na genoemde tweede Maandag, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrik Kroonstad; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 21, 24, 25 en 27 tot en met 29 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig een jaar na genoemde tweede Maandag in die magistraatsdistrik Kroonstad, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woord-omskeywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet ingesluit is nie.

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto which relates to the Building Industry, Kroonstad, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year after the said second Monday upon the employers' organization and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare, that the provisions of clauses 1, 3 to 21 (inclusive) 24, 25, and 27 to 29 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending one year after the said second Monday upon the other employers and employees engaged or employed in the said Industry in the Magisterial District of Kroonstad; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Kroonstad, and from the second Monday after the date of publication of this notice and for the period ending one year after the said second Monday, the provisions contained in clauses 1, 3 to 21 (inclusive); 24, 25 and 27 to 29 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister van Arbeid.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KROONSTAD.

OOREENKOMS

kragtens die Nywerheid-versoeningswet, 1937, gesluit en aangegaan deur die

„Kroonstad Master Builders' and Allied Trades/Association” (hierna genoem „die werkgewers”, of „die werkgewersorganisasie”), aan die een kant, en die

„Building Workers' Industrial Union of South Africa” (hierna genoem „die werknemers”, of „die vakvereniging”), aan die ander kant,

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die magistraatsdistrik Kroonstad en soos omskryf by Goewermenskennisgewing No. 2792 van 30 Desember 1949, nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat lede van die werkgewersvereniging en die vakverenigings is; met dien verstande dat—

- (a) die bepalinge slegs op vakleerlinge van toepassing is vir sover hulle nie met die bepalinge van die Vakleerlingen Wet, 1922, of die Wet op Vakleerlinge, 1944, of 'n kontrak ingevolge daarvan gesluit, of voorwaardes ingevolge daarvan vasgestel, strydig is nie;
- (b) klousules 4 (4), 8, 9 (4), 12, 16, 17, 20 en 22 hiervan nie van toepassing is op werknemers vir die lone in klousules 4 (1) (a) (i) en (ii) vasgestel word nie;
- (c) die bepalinge nie van toepassing is op persone wat op plase werksaam is vir die oprigting, onderhoud, herstel of verbouing van—
 - (i) woonhuise teen 'n koste van minder as £1,000 nie;
 - (ii) alle ander geboue, afgesien van die koste, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik sal word;
- (d) die bepalinge van toepassing is op leerlinge, kragtens die Wet op Behuising (Noodmagte), No. 45 van 1945, vir sover hulle nie strydig is met regulasies of voorwaardes wat ingevolge die Wet uitgevaardig of vasgestel is nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Die Ooreenkoms tree in werking op die datum wat deur die Minister kragtens artikel *agt-en-veertig* van die Wet vasgestel word en bly van krag vir 'n tydperk van een (1) jaar gereken van die datum van publikasie van hierdie Ooreenkoms af.

3. WOORDBEPALING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet en verwysings na 'n wet sluit alle wysigings van dié Wet in; voorts, tensy strydig met die samehang, beteken—

„Wet” die Nywerheid-versoeningswet, 1937;

„vakleerling” 'n werknemer wat in diens is kragtens 'n skriftelike leerlingkontrak wat ooreenkomstig die Vakleerlingen Wet, 1922, of die Wet op Vakleerlinge, 1944, geregistreer is;

„Bounywerheid” of „Nywerheid”, sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewer en werknemer verbonde is vir die doel van oprigting, voltooiing, vernuwing, herstel, onderhoud of verbouing van geboue en bouwerke en/of die vervaardiging en/of herstel van artikels vir gebruik in die oprigting, voltooiing of verbouing van geboue en bouwerke hetsy die werk gedoen, die materiaal berei, of die vereiste artikels gemaak word op die terreine van die geboue of bouwerke of elders, en sluit alle werk in wat verrig of uitgevoer word deur persone daarin wat in die volgende vakke of onderafdelings daarvan werksaam is—

messelwerk, wat insluit betonwerk en die aanbring van betonblokke, beteceling van vloere en mure, voegwerk, plaveiwerk, mosaïekwerk, sigwerk in leiklip, in marmer en in komposisie, rioolaanleg, leidek en lê van pandakke;

elektriese installering, wat insluit elektriese monteerwerk en bedrading en werksaamhede wat daarby behoort;

vernies, wat insluit poleer met 'n kwas of kussinkie en spuit met komposisie;

ruite insit, wat insluit sny en/of insit van alle soorte glas of ander soortgelyke produkte in spinnings wat gevorm is in hout- of metaaldeure, vensters, rame, of soortgelyke toebehore en al die werksaamhede wat daarby behoort, behalwe stopverf agterinst;

skrynwerk, wat insluit die vervaardiging van alle skrynwerkartikels, hetsy die artikel wat gebruik word, deur die persoon wat die vervaardig of berei het, in die gebou, of bouwerk aangebring word of nie;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY OF KROONSTAD.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between—

Kroonstad Master Builders' and Allied Trades Association

(hereinafter referred to as “the employers” or “the employers' organization”), of the one part, and the—

Building Workers' Industrial Union of South Africa

(hereinafter referred to as “the employees” or “the trade union”), of the other part;

being the parties to the Industrial Council for the Building Industry of Kroonstad.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Kroonstad as defined in Government Notice No. 2792, dated 30th December, 1949, by all employers and employees in the Building Industry who are members of the employers' organization and the trade union, provided that—

- (a) the terms shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1922, or the Apprenticeship Act, 1944, or any contract entered into, or any conditions fixed thereunder;
- (b) clauses 4 (4), 8, 9 (4), 12, 16, 17, 20 and 22 hereof shall not apply to employees for whom wages are specified in clauses 4 (1) (a) (i) and (ii);
- (c) the terms shall not apply to persons engaged in erection, maintenance, repair or alteration on farms of—
 - (i) dwelling-houses at a cost less than £1,000;
 - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes;
- (d) the terms shall apply to trainees, under the Housing (Emergency Powers) Act, No. 45 of 1945, in so far as they are not inconsistent with any regulations made or any conditions fixed under such Act.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation on such date as may be determined by the Minister in terms of section *forty-eight* of the Act and shall remain in force for a period of one (1) year reckoned from date of publication of this Agreement.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in the Act, and any reference to an Act shall include any amendment of such Act; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“apprentice” means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1922, or the Apprenticeship Act, 1944;

“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 and/or the repairing of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions 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, drain laying, slating, and roof tiling;

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

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

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

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

hyserinstallering, wat insluit die vervaardiging van hyserbakke of -kooie en die aanbring en/of onderhoud van hysers.

werk met glas of lood of ander metale, wat insluit die vervaardiging en/of insit van ligte, reklametekens en glaswerk wat daarby behoort;

klipmesselwerk, wat insluit klipkap en -bou (ook die kap en bou van sierklipwerk en monumentklipwerk), betonwerk en die plaas of bou van voorafgevoormde of kunsklip of marmer, plaveiwerk, mosaiekwerk, voegwerk, beteeëling van vloere en mure, bediening van klipwerkingmasjinerie, behalwe klippoleermasjiene en skerpmaak van klippappergereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, dat dit insluit aanbring van staalplafonne, metaalvensterrame, metaaldeure, bouersmidswerk, metaalrame en metaaltrappe en boukundige metaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plate en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of die bouwerk aangebring word of nie;

skilderwerk, wat insluit sierwerk, plakwerk, ruite insit, kouwaternet, wit- en kleurkalk, beits, vernis, houtvlamwerk, marmerwerk en spuit- en letterskilder;

pleisterwerk, wat insluit modelleer, granoliet- en komposisievloere met inbegrip van ruwe pleisterwerk, komposisiemuurbedekking, poleer van voorafgevoormde of kunsklipwerk, beteeëling van mure en vloere, plaveiwerk en mosaiekwerk, hetsy die artikels wat gebruik word deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat insluit loodswieswerk, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfaterwerk, ventilasie, verwarming, warm- en kouwataanleg, brandinstallasie en die vervaardiging en aanbring van alle metaalplaatwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankmonterings, wat insluit die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstallkaste, toonbanke, afskortings en binnetoebehore;

staalversterking, staalbouwerk, wat insluit die aanbring van alle klasse staal- of ander metaalpilare, dwarsbalke, hoofbalke, of metaal in enige ander vorm wat deel van 'n gebou of bouwerk vorm;

houtbewerking, wat insluit timmermanswerk, houtbewerking, masjinale houtbewerking, houtdraai, houtsnij, aanbring van dakyster, geluid- en askoestiek materiaal, kurk- en asbesisolasie, aanbring van houtlatjies, komposisieplafon- en muurbedekking, muurproppe maak, houtwerk bedek met metaal, blokkies- en ander soort vloere, met inbegrip van hout en kurk, met inbegrip van skuurpapierbewerking daarvan, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

„Raad”, die Nywerheidsraad vir die Bounywerheid, Kroonstad, geregistreer kragtens artikel *negentien* van die Wet;

„plattelandse werk”, alle werk buite die munisipale gebied van Kroonstad;

„noodsaaklike dienste”, alle werk wat noodsaaklik verrig moet word om die gesondheid en die veiligheid van die publiek te verseker of om enige ander nywerheid, besigheid of onderneming voort te sit;

„noodwerk”, werk wat nie redelikerwyse binne die ure by klousule *agt* van hierdie Ooreenkoms voorgeskryf, verrig kan word nie;

„ambaggesel”, 'n werknemer wat 'n volle leertyd as ingeboekte geloop het, maar wat nie deur die Raad bevoeg beskou word om die loon te verdien wat by subklousule (1) van klousule 4 van hierdie Ooreenkoms bepaal is ten opsigte van die werk waarmee hy werksaam is nie;

„stukwerk”, 'n werkstelsel waarvolgens 'n werknemer se verdienste op die hoeveelheid of omvang van die verrigte werk gebaseer is;

„Kroonstad-gebied” die magistraatsdistrik Kroonstad;

„bouwerk”, sluit mure, stutture en monumente in;

„geskoolde arbeider”, 'n werknemer wat in diens is vir een of almal van ondergenoemde soorte werk: meganiese voertuig bestuur, hysmasjiene bedien, vloerskuurmasjiene bedien, slegs oor ongeskoolde arbeiders toegesig hou, steiers oprig, toegesig hou oor betonmengmasjiene of mortelmeules of dergelike masjiene, en wat hierbenewens die werk van 'n ongeskoolde arbeider kan verrig;

„behoorlike slaapplek”, 'n waterdigte skuilplek wat veilig toegesluit kan word en voorsien is van 'n houtvloer en die nodige was- en gemakgeriewe;

„werkende werkgewer of vennoot”, 'n werkgewer of vennoot in die vennootskap wat self werk verrig soortgelyk aan dié wat deur engeen van sy werknemers verrig kan word;

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

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

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

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

„painting”, which includes decorating, paperhanging, glazing; distempering, lime- and colour-washing, staining, varnishing, graining, and marbling and spraying and sign-writing;

„plastering”, which includes modelling, granolithic and composition flooring, composition wall covering, including pebbledashing, and polishing precast or artificial stone work, wall and floor tiling, paving and mosaic work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

„plumbing”, which includes lead-burning, gas fitting, sanitary and domestic engineering, 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 on the building or structure is done by the person making or preparing the article used;

„shop, office and bank fittings”, which includes the manufacture and/or fixing of shops 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 joints, or metal in any other form which form part of a building or structure;

„wood working”, which includes carpentry, wood working machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulating, wood lathing, composition, ceiling and wall covering, plugging of walls, covering of wood work with metal block and other flooring, including wood and cork and sand-papering of same, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

„Council” means the Industrial Council for the Building Industry of Kroonstad, registered in terms of section *nineteen* of the Act;

„country jobs” means all jobs situated outside the Municipal Area of Kroonstad;

„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 8 of this Agreement;

„improver” means any employee who has completed a full term of apprenticeship under indenture, but who is not considered by the Council as competent to earn the wage laid down in sub-clause (1) of clause 4 of this Agreement in respect of the work on which he is engaged;

„piece-work” means any system of work under which an employee's earnings are based on quantity or output of work done;

„Kroonstad area” means the Magisterial District of Kroonstad;

„structure” includes walls, retaining walls, and monuments;

„skilled labourer” means an employee engaged in any or all of the following classes of work: Driving mechanical vehicle, operating hoists, floor sandpapering machine, supervising solely unskilled labourers, scaffold erecting, supervising concrete mixers or mortar mills or other similar machines; and who may in addition perform the work of an unskilled labourer;

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

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

„ongeskoolde arbeider”, ’n werknemer wat enigeen of almal van die volgende werksaamhede verrig:—

- (a) Uitgraaf en of uithaal van klippe of grond vir fundamente, slope, riole en kanale;
- (b) verwydering van uitgegraafde klippe en grond;
- (c) materiale inskep in of verwyder uit mortel- of betonmengmasjiene en met die hand of skop mortel of beton meng;
- (d) laai of ailaai van materiale;
- (e) dra van mortel, stene, klippe, beton of ander materiale;
- (f) skoonmaak van gebruikte bakstene;
- (g) witkalk van en die gebruik van teer of soortgelyke produkte op geboue en latrine wat deur natuurlike gebruik word en ru-timmerhout soos dwarsbakke en onderkante van vloere; met dien verstande egter dat witkalk in verband met geboue en/of latrine gedurende die oprigting daarvan of binne sesig dae na die voltooiing van ’n gebou, van hierdie woordbepaling uitgesluit is;
- (h) uitkeep en uitkap van mure en betonvloere vir geleidings, in beton- en steenwerk boor;
- (i) met draad, staalvesteringsmiddels bind of vasmaak en sny, buig en inmeekaarsit, sulke middels oprig en in plek sit onder voortdurende toesig van ’n vakman;
- (j) steiers onder voortdurende toesig van ’n vakman oprig;
- (k) hangsaie en klippoleermasjiene (behalwe ’n Mall en Biax of soortgelyke masjiene of draagbare skuurskyf, verstelbare saag- en afwerkmasjiene) onder voortdurende toesig van ’n vakman bedien;
- (l) beton gelykmaak en ’n betontrilmasjiene onder voortdurende toesig van ’n vakman bedien;
- (m) draad in pype onder voortdurende toesig van ’n vakman sny;
- (n) (i) pleisterwerk van staal- of houtoppervlaktes in nuwe geboue verwyder voordat ’n aanvang met skilderwerk gemaak word;
- (ii) nuwe gegalvaniseerde oppervlaktes met oplossings afwas, mits geen borsels, soldeerlampe of verfverwydermiddels gebruik word nie;
- (iii) roes en skaal van yster- of staaloppervlaktes verwyder, mits geen chemikalieë gebruik word nie;
- (iv) voorheen geverfde dakke skoonmaak, ook met draadborsels, voordat dit weer geverf word;
- (v) los en half afgeskilferde verf van geute, aflaattipe of van ander oppervlaktes verwyder, mits geen soldeerlamp of verfverwydermiddel gebruik word nie;
- (vi) geskoolde vakmanne help met die skoonmaak of afwas van oppervlaktes, mits geen gereedskap gebruik word wat gewoonlik deur skilders gebruik word of vakmanswerk deur ongeskoolde arbeiders gedoen word nie;
- (vii) voorheen witgekalkte oppervlaktes afskraap en afvryf, maar dit sluit nie die herstel van oppervlaktes in nie;
- (viii) skuurpapier van ’n graad nie fyner as Oakey se Strong No. 2, of ’n gelykstaande, mag gebruik word vir enigeen van bogenoemde skoonmaakprosesse, maar geen borsels, behalwe skropborsels of draadborsels, mag gebruik word nie;
- (o) vakmanne help waar dit nodig is, maar mag nie geskoolde werk doen nie;

„ambagsman”, ’n werknemer, behalwe ’n vakleerling of minderjarige werknemer, in een of meer van die bedrywe of onderafdelings daarvan wat in die woordbepaling van „Bouwyerheid” genoem word;

„minderjarige”, ’n werknemer in ’n bedryf genoem in die Vakleerlingen Wet, 1922, of die Wet op Vakleerlinge, 1944, gedurende die leertyd by daardie Wet voorgeskryf.

4. LONE.

(1) (a) Onderworpe aan die bepalings van subklousules (1) (b), (2) en (3) van hierdie klousule van die Ooreenkoms mag geen werkgewer minder lone betaal en mag geen werknemer minder lone aanneem as die volgende nie, gelees tesame met die orige bepalings van hierdie klousule:—

- (i) Ongeskoolde arbeider, 4d. per uur.
- (ii) Geskoolde arbeider, 1s. per uur.
- (iii) Vakman in alle ander bedrywe, 3s. 6d. per uur.

(b) *Verskillende lone.*—’n Werknemer wat op ’n dag twee of meer klasse werk verrig waarvoor verskillende lone betaalbaar is, moet vir alle ure wat op die dag gewerk word, betaal word teen die hoër loon wat ingevolge paragraaf (a) van hierdie subklousule betaalbaar is, mits langer as een uur per dag gewerk word.

(2) (a) Onderworpe aan paragraaf (b) van hierdie subklousule, mag ’n ambagsgesel toegelaat word om twaalf maande na sy leertyd te werk teen ’n loon van minstens 80 persent van die loon wat by subklousule (1) van hierdie klousule vir ’n werknemer in sy bedryf voorgeskryf word.

(b) Toestemming om teen die laer loon te werk waarna in paragraaf (a) van hierdie subklousule verwys word, word skriftelik toegestaan, uitsluitlik na goeddunke van die Raad.

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

- (a) Digging or taking out stone or soil for foundations, trenches, drains, channels;
- (b) removing excavated stone and soil;
- (c) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand with shovels;
- (d) loading or unloading materials;
- (e) carrying mortar, bricks, stone, concrete or other materials;
- (f) cleaning used bricks;
- (g) lime-washing and the use of tar or similar products on buildings and latrines occupied and used by natives and rough timber such as joists and underside of floors, provided, however, that lime-washing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;
- (h) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;
- (i) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under constant supervision of an artisan;
- (j) scaffold erecting under constant supervision of an artisan;
- (k) operating swing saws and stone polishing machinery (other than a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine) under the constant supervision of an artisan;
- (l) levelling concrete and operating a concrete vibrator under the constant supervision of an artisan;
- (m) threading of piping under the constant supervision of an artisan;
- (n) (i) removing plaster from steel or wood surfaces in new buildings prior to painting;
- (ii) washing down new galvanised surfaces with solutions provided brushes, blowlamps or paint removers are not used;
- (iii) removing rust and scale from iron or steel surfaces, provided no chemicals are used;
- (iv) cleaning down previously painted roofs, including wirebrushing prior to repainting;
- (v) removing loose and flaking paint from gutters, downpipes, or other surfaces, provided a blowlamp or paint remover is not used;
- (vi) assisting skilled artisans in the cleaning or washing down of any surfaces, provided that no tools ordinarily employed by painters are used or artisans' work is done by the unskilled labourer;
- (vii) scraping and rubbing down previously lime-washed surfaces and not to include repairing of surfaces;
- (viii) sandpaper of a grade not finer than Oakey's No. Strong 2, or equivalent may be used for any of the above cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
- (o) assisting artisans wherever necessary, but not to perform skilled work;

„journeyman” means an employee other than an apprentice or minor employee in any one or more of the trades or subdivisions thereof enumerated in the definition of „Building Industry”;

„minor” means an employee employed in a trade designated under the Apprenticeship Act, 1922, or the Apprenticeship Act, 1944, during the probationary period prescribed in that Act.

4. WAGES.

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

- (i) Unskilled labourer: 4d. per hour.
- (ii) Skilled labourer: 1s. per hour.
- (iii) Journeyman in all other trades: 3s. 6d. per hour.

(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 hours worked on such day, provided the duration exceeds one hour per day.

(2) (a) An improver may, subject to paragraph (b) of this sub-clause, be allowed to work after conclusion of his period of apprenticeship for twelve months at a wage of not less than 80 per cent. of the wage laid down in sub-clause (1) of this clause for an employee in his trade.

(b) Permission to work at the lower wage referred to in paragraph (a) of this sub-clause shall be granted in writing solely in the discretion of the Council.

(3) *Betaling vir werk op sekere dae.*—Dubbel die loon wat in hierdie klousule bepaal word, moet deur 'n werkgewer betaal word vir alle tyd gewerk op Sondag, Goede Vrydag, Meidag, Kersdag en Nuwejaarsdag tot die gewone begintyd die volgende dag.

(4) *Lewenskostoelae.*—Benewens die lone wat kragtens hierdie Ooreenkoms betaalbaar is aan werknemers vir wie lone voorgeskryf word by artikel 4 (1) (a) (i), (ii) en (iii), moet onderstaande lewenskostoelae op elke weeklikse betaaldag betaal word, bereken op die werklike getal ure gewerk, behalwe oortyd gewerk:—

Werkgewers onder klousule 4 (1) (a) (i) en (ii):—

	£	s.	d.
Tot en met £1	0	8	0
Oor £1, maar nie oor £1. 5s.	0	10	0
Oor £1. 5s., maar nie oor £1. 10s.	0	10	6
Oor £1. 10s., maar nie oor £1. 15s.	0	12	6
Oor £1. 15s., maar nie oor £2	0	13	0
Oor £2, maar nie oor £2. 5s.	0	14	9
Oor £2. 5s., maar nie oor £2. 10s.	0	16	0
Oor £2. 10s., maar nie oor £2. 15s.	0	17	6
Oor £2. 15s., maar nie oor £3	0	18	3
Oor £3, maar nie oor £3. 5s.	0	19	0
Oor £3. 5s., maar nie oor £3. 10s.	0	19	9
Oor £3. 10s., maar nie oor £3. 15s.	1	0	6
Oor £3. 15s., maar nie oor £4	1	1	3
Oor £4	1	2	0

Werknemers onder klousule 4 (1) (a) (iii), 1s. 1d. per uur, wat kwartaalliks op of af aangepas word teen ½d. per uur na gelang elke kerf van 2 punte deur die kleinhandelprysindeks geraak word.

Vir die toepassing van die voorgaande—

- is „kerf” elke volledige stadium van 2 punte in die verandering van die indeksyfer, op of af van 150.2 af.
- beteken „kleinhandelprysindeks” die verswaarde gemiddelde van die nege vernaamste gebiede in die Unie, soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek bekend gemaak.

Die lewenskostoelae wat ingevolge hierdie subklousule betaalbaar is, moet die toelae insluit wat voorgeskryf word by Oorlogsmaatreël No. 43 van 1942, soos gewysig, soos van tyd tot tyd gewysig kan word; met dien verstande dat in geval die toelae wat ingevolge hierdie subklousule betaalbaar is, minder is as dié wat by die genoemde Oorlogsmaatreël betaalbaar is, moet laasgenoemde toelae betaal word.

5. STUKWERK.

Die uitgee van werk op stukwerkbasis deur werkgewers of die verrigting daarvan deur werknemers asook enige stelsel van betaling vir arbeid waarvolgens die verdienste van 'n werknemer geheel en al of gedeeltelik bereken is op die hoeveelheid of die omvang van die werk wat verrig word is verbode. Die bepalinge van hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid van die vereiste materiaal of installasie kan verskaf.

6. KONTRAK VIR ARBEID ALLEEN.

Geen werknemer mag werk op 'n basis van kontrak vir arbeid alleen uitgee nie. Geen werknemer mag werk op daardie basis verrig nie.

7. BETALING VAN LONE, TOELAE EN OORTYDVERDIENSTE.

(1) Lone, oortydverdiensle, toelae en alle ander besoldiging wat verskuldig is, moet weekliks by of voor sluitingstyd op Vrydagse kontant betaal word of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.

(2) Lone en oortydverdiensle moet aan die werknemers in verskeide koevertes oorhandig word met die naam van die werkgewer, die getal ure gewerk, aftrekkings wat gedoen is en die bedrag wat ingesluit is, daarop.

(3) Behoudens soos bepaal by klousule 20 mag geen aftrekkings van watter aard ook al gemaak word van die bedrae wat aan werknemers ten opsigte van lone, oortydverdiensle en/of enige ander vorm van besoldiging verskuldig is nie, behalwe die bedrag wat 'n werkgewer by wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek.

8. PLATTELANDSE WERK.

Ondergenoemde vervoertoelae en/of toelae vir slaappleentheid moet deur 'n werkgewer betaal word aan 'n werknemer wat deur hom op plattelandse werk gestuur word:—

(a) As die werknemer in staat is om elke dag huis toe te gaan en dit doen, 'n spoorwegkaartjie daagliks, tweede klas. Daar word slegs betaal vir tyd wat op die werk, gewerk word.

(b) As die werknemer nie in staat is om elke dag huis toe te gaan nie—

- 'n spoorwegkaartjie, tweede klas, na en van die werkplek onderskeidelik by die begin en beëindiging van die werk; vir tyd deurgebring met reis gedurende die gewone werkeure word slegs betaal teen die uurloon van die betrokke werknemer soos voorgeskryf by klousule 4;

(3) *Payments for Work on Certain Days.*—Double the wages laid down in this clause shall be paid by an employer for all time worked on Sundays, Good Friday, May Day, Christmas Day and New Year's Day until the usual starting time of the following day.

(4) *Cost of Living Allowance.*—In addition to the wages payable under this Agreement to employees for whom wages are prescribed in section 4 (1) (a) (i), (ii) and (iii), the following cost of living allowance will be paid on each weekly pay day calculated on the actual number of hours worked, exclusive of overtime:—

Employees under clause 4 (1) (a) (i) and (ii):—

	£	s.	d.
Up to and including 20s.	0	8	0
Above 20s., but not exceeding 25s.	0	10	0
Above 25s., but not exceeding 30s.	0	10	6
Above 30s., but not exceeding 35s.	0	12	6
Above 35s., but not exceeding 40s.	0	13	6
Above 40s., but not exceeding 45s.	0	14	9
Above 45s., but not exceeding 50s.	0	16	0
Above 50s., but not exceeding 55s.	0	17	6
Above 55s., but not exceeding 60s.	0	18	3
Above 60s., but not exceeding 65s.	0	19	0
Above 65s., but not exceeding 70s.	0	19	9
Above 70s., but not exceeding 75s.	1	0	6
Above 75s., but not exceeding 80s.	1	1	3
Above 80s.	1	2	0

employees under clause 4 (1) (a) (iii), 1s. 1d. per hour, which shall be adjusted quarterly upwards or downwards at the rate of ½d. per hour as each notch of 2 points is traversed by the retail price index figure.

For the purpose of the foregoing—

- “notch” shall be each completed stage of 2 points in the variation of the index figure, upwards or downwards from 150.2;
- “retail price index figure” shall mean the weighted average of the nine principal areas in the Union as published from time to time by the Director of Census and Statistics.

The cost of living allowances payable in terms of this sub-clause shall include the allowances prescribed in War Measure No. 43 of 1942, as amended or as may be amended from time to time, provided that in cases where the allowances payable in terms of this sub-clause are less than those prescribed in the said War Measure, the latter allowances shall be paid.

5. PIECE-WORK.

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

6. LABOUR ONLY CONTRACT.

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

No employee shall perform work on such a basis.

7. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

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

(2) Wages and earnings for overtime shall be handed to employees, in sealed envelopes bearing the name of employee, number of hours worked, any deduction which may have been made and the amount enclosed.

(3) Subject to the provisions of clause 20, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer by any law or any order of any competent court is required or permitted to make.

8. COUNTRY JOBS.

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

- Where the employee is able to and does return to his home every day, return second class railway fare daily. Only time worked on the job shall be paid for.
- Where the employee is unable to return to his home daily—

- second class railway fare to and from the place of work at the beginning and termination of such work respectively; time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wages of the employee concerned as prescribed in clause 4;

- (ii) geskikte slaapplek, naby die werkplek, of 'n toelae van 7s. 6d. per nag in plaas daarvan;
- (iii) as 'n werknemer in staat is om by die naweek huis toe te gaan en teen die gewone begintyd op Maandag terug te wees (of Dinsdag, as Meidag of Kersdag op Sondag of Maandag val) is 'n werknemer geregtig tot 'n spoorwegkaartjie, tweedeklas, met naweek, maar geen betaling word in plaas hiervan gemaak as die reis nie onderneem word nie; lone is nie betaalbaar ten opsigte van tyd deurgebring met reis gedurende die naweek nie.

(c) As daar geen spoorwegfasiliteite beskikbaar is nie, moet werkgewers op eie onkoste vir vervoer vir hul werknemers verskaf soos by (a) en (b) hierbo bepaal is.

9. WERKURE.

(1) (a) Onderworpe aan die bepalings van subklousule (3) van hierdie klousule en klousule 10 van hierdie Ooreenkoms mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat en geen werknemer mag vroeër as 7.30 v.m. of later as 5.18 n.m. of tussen 12 middag en 1 n.m. op 'n dag werk nie.

(b) Nieteenstaande die bepalings van paragraaf (a) van hierdie subklousule, mag 'n werkgewer geskoolde en ongeskoolde arbeiders toelaat om om 7.20 v.m. te begin werk en om om 5.32 n.m. op te hou.

(2) (a) Die gewone werkure mag nie meer as 44 uur per week van 5 dae wees nie en dit moet soos volg ingedeel word:— Agt uur en 48 minute daaglik op Maandae tot en met Vrydae, en geen werk op Saterdag nie.

(b) Nieteenstaande die bepalings van paragraaf (a) van hierdie subklousule, mag die gewone werkure van geskoolde en half-geskoolde arbeiders 46 uur per week wees, of 9 uur en 12 minute daaglik van Maandae tot en met Vrydae.

(3) (a) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie, behalwe op die voorwaardes wat by klousule 10 van hierdie Ooreenkoms voorgeskryf word.

(b) As daar drie skofte gewerk word, moet een daarvan gewerk word binne die tye voorgeskryf by subklousule (1) van hierdie klousule. As slegs twee skofte gewerk word, mag 'n werknemer nie vroeër as 6 v.m. begin werk of na 3 n.m. met die eerste skof ophou nie of vroeër as 3 n.m. begin of later as 12 middernag met die tweede skof ophou nie. 'n Werknemer wat 'n ander skof werk as dié een wat by subklousule (1) voorgeskryf word, moet die loon betaal word en dit ontvang wat ingevolge klousule 4 van hierdie Ooreenkoms betaalbaar is, plus 10 persent; met dien verstande dat van geen werknemer vereis of hy toegelaat mag word om vir 'n aanenlopende tydperk van meer as 5 uur te werk nie sonder 'n ononderbroke pouse van minstens een uur en vir die doeleindes van hierdie voorbehoud word werktye wat deur 'n pouse van minder as een uur onderbreek word, as aanenlopend beskou.

(4) Geen werknemer mag, terwyl hy in diens by 'n werkgewer is, werk in die bounywerheid aanvaar, onderneem of verrig nie, hetsy vir besoldiging of nie, buite die ure voorgeskryf by hierdie klousule of wat ooreenkomstig hierdie klousule voorgeskryf mag word of op Saterdag, Sondag, Meidag, Goie-Vrydag of Kersdag, of op eie rekening of namens enige ander persoon of persone, tensy die goedkeuring van die Raad vooraf skriftelik verkry is.

(5) Geen werk mag verrig word op Meidag, Goie-Vrydag en Kersdag nie, tensy die Raad vooraf skriftelik van die werkgewer se voorneme om op hierdie dae te werk, verwittig is.

10. OORTYDWERK.

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie. Toestemming om oortyd op noodsaaklike dienste te werk, moet eers skriftelik van die Raad verkry word, behalwe in noodgevalle, in watter geval die werkgewer dit aan die plaaslike komitee van die Raad in die betrokke gebied binne vier uur van die tyd moet rapporteer waarin die noodgeval ontstaan het.

(2) 'n Werknemer van wie vereis word om enige tyd buite die ure te werk wat by klousule 9 van hierdie Ooreenkoms voorgeskryf word, moet betaal word teen 1½ maal sy gewone loon vir elke uur of gedeelte van 'n uur vir die eerste drie uur na die gewone werkure, en daarna dubbel sy gewone loon vir elke uur of gedeelte van 'n uur.

(3) Een-en-a-half maal die gewone loon van 'n werknemer moet betaal word vir die eerste drie uur wat op 'n Saterdag gewerk word en daarna dubbel die werklike loon.

(4) Geen werkgewer mag 'n werknemer toelaat en geen werknemer mag langer as tien uur oortyd in 'n week werk nie.

11. DIENSBEEÏNDIGING.

(1) 'n Werknemer wat verlang om sy diens by sy werkgewer te laat beëindig, en 'n werkgewer wat verlang om die dienste van 'n werknemer te beëindig, moet minstens een werkdag diensopsegging aan die werkgewer of die werknemer gee, al na die geval.

(2) 'n Werkgewer mag 'n werknemer een werkdag se betaling gee in plaas van die diensopsegging waartoe die werknemer geregtig is.

(ii) suitable sleeping accommodation, in proximity to the place of work, or an allowance of 7s. 6d. per night out in lieu thereof;

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

(c) In cases where railway facilities are not available employers shall at their own expense provide transport for their employees as provided for under (a) and (b) above.

9. HOURS OF WORK.

(1) (a) Subject to the provisions of sub-clause (3) of this clause and clause 10 of this Agreement an employer shall not require or allow an employee to work and an employee shall not work earlier than 7.30 a.m. or later than 5.18 p.m. or between 12 noon and 1 p.m. on any day.

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause, an employer may permit skilled labourers and unskilled labourers to commence work at 7.20 a.m. and to finish at 5.32 p.m.

(2) (a) The ordinary working hours shall not exceed forty-four hours per week of five days and shall be apportioned as follows:—

Eight hours and forty-eight minutes daily on Mondays to Fridays, inclusive, and no work on Saturdays.

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the ordinary working hours of skilled labourers and unskilled labourers may be 46 hours per week or 9 hours and 12 minutes daily from Mondays to Fridays, inclusive.

(3) (a) An employer may engage employees to work two or three shifts during any period of twenty-four hours, provided, however, that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 10 of this Agreement.

(b) Where three shifts are being worked one of the shifts shall be worked within the times prescribed in sub-clause (1) of this clause. In the case where two shifts only are worked an employee shall not start work earlier than 6 a.m. or finish later than 3 p.m. for the first shift or start earlier than 3 p.m. or finish later than 12 midnight for the second shift; an employee working any shift other than the shift laid down in sub-clause (1) shall be paid and receive the wages payable under clause 4 of this Agreement, plus 10 per cent., provided that no employee shall be required or allowed to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour and for the purpose of this proviso periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) No employee whilst in the employ of an employer shall solicit, undertake, or perform any work in the Building Industry, whether for remuneration or not, outside the hours prescribed in or as may be laid down in accordance with this clause, or on Saturdays, Sundays, May Day, Good Friday or Christmas Day, either on his own account or on behalf of any other person or persons, unless the consent of the Council has first been obtained in writing.

(5) No work shall be performed on May Day, Good Friday and Christmas Day unless the Council has been previously notified in writing of the employer's intention to work on such days.

10. OVERTIME.

(1) An employer shall not require or allow an employee to work overtime. Permission to work overtime on essential services shall first be obtained in writing by the employer from the Council except in cases of emergency, in which event the employer shall report same to the Local Committee of the Council in the area concerned within four hours of the time such emergency has arisen.

(2) Any employee who is required to work any time outside the hours as prescribed in clause 9 of this Agreement, shall be paid at the rate of time and a half his ordinary rate of wages for every hour or part of an hour, for the first three hours after the ordinary hours of work, and thereafter double his ordinary rate of wages for every hour or part of an hour.

(3) One and a half times the actual rate of wages of an employee shall be paid for the first three hours worked on a Saturday and thereafter double the actual rate of wages.

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

11. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than one working day's notice of such termination of employment to the employer or the employee as the case may be.

(2) An employer may give an employee one working day's pay in lieu of the notice to which the employee is entitled.

(3) Gedurende die diensopseggingstyd waarna in subklousule (1) van hierdie klousule verwys word, moet in die geval van skrynwerkers twee uur, en een uur in die geval van alle ander bedrywe, toegelaat word om sy gereedskap in orde te bring.

As 'n groot aantal werknemers kennis gekry het, mag die werkgever hierdie tydperke agtereenvolgens toestaan.

(4) Geen diensopsegging is nodig as die betrokke werknemer minder as twaalf uur by dieselfde werkgever gewerk het nie.

12. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

(1) 'n Geskikte plek moet deur die werkgever verskaf word by alle werke, stukwerk, skure en werkswinkels, om gereedskap toe te sluit. Die werkgever is daarvoor verantwoordelik dat sulke plekke behoorlik toegesluit word. Die werkgever moet die gereedskap teen verlies deur brand verseker.

(2) Werkgewers moet slypstene verskaf vir die skerpmmaak van gereedskap. Waar geen slypstene by 'n werk verskaf word nie, moet geskikte tyd en geriewe aan timmermans en skrynwerkers voor diensbeëindiging toegestaan word om hulle gereedskap in orde te bring.

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

(a) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, skroefslutels, koevoete, handbore en boorstukke oor twaalf duim lank, en alle hamers van drie pond en oor en alle sae en/of snygereedskap wat gebruik word om geriefelike asbes of ander materiaal van dieselfde hardheid te sny.

(b) *Klipmesselaars en klipbeitelaars*.

(i) Gereedskap om graniet of harde klip te bewerk, en kloue.

(ii) Geskikte afdakke vir klipbeitelaars, waarvan die dak minstens 10 voet hoog moet wees. Hierdie reël is nie van toepassing op klein werke op bouterreine nie.

(iii) 'n Bekwame gereedskapsmid of geskikte middels en uitrusting om gereedskap skerp te maak.

(c) *Skilders en plakkers*.—Alle gereedskap behalwe stopverfmesse, stoffers en plakkers se kwaste en skêre.

(d) *Pleistersaars*.—Mortelborde en bokke van geskikte hoogte, rollers, reihoute en alle gereedskap wat uitsluitlik gebruik word om granoliet te lê.

(e) *Loodgieters en gasaanlêers*.

(i) Masjiene wat in werkswinkel of op die werk gebruik word.

(ii) Handaambeelde en klinknaalysters en bore van alle groottes.

(iii) Skroefsnijgereedskap, soos snyblokke, stempels, tappe en ratels.

(iv) Pypsnijgereedskap en bankskroewe.

(v) Spesiale en swaar kalkaterysters en brandpotte.

(vi) Metaalpotte en groot gietlepele.

(vii) Beitels, ponse en muurpenne oor nege duim in lengte.

(viii) Soldeerboutte en blaaslampe.

(ix) Vyle en ystersaagblaie.

(x) Skroefspille oor twee duim in deursnee.

(xi) Klinknaelstelle van No. 12-klinknael en groter, en groefsnijgereedskap.

(xii) Metaalplaatwerkers se plethamers en swaar hamers.

(xiii) Ponse oor 'n $\frac{1}{4}$ (een-kwart) duim in deursnee, hol of solied.

(xiv) Skroefslutels en tange oor twaalf duim in deursnee.

13. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE SOORTE WERK.

Werkgewers en werknemers moet onderstaande reëls nakom:—

(1) *Betonwerk*.—Elke werkgever moet 'n werknemer in diens hê teen die loon voorgeskryf by klousule 4 (1) (c) van hierdie Ooreenkoms, wat voortdurend in diens moet wees terwyl beton *in situ* geplaas word en dis die uitsluitlike plig van hierdie werkgever om gedurig toesig te hou oor ander persone wat hierdie soort werk verrig.

(2) *Klipwerk*.

(a) 'n Werkgever mag geen ander persoon behalwe 'n klipmesselaar, in diens neem as bediener van 'n klipdraai- en skaafmasjien en/of diamant- en karborundumsaagmasjien nie.

(b) 'n Werkgever mag geen ander persoon behalwe 'n gekwalifiseerde klipmesselaar, in diens neem op werk wat gewoonlik deur klipmesselaars gedoen word nie, wat insluit die bewerking en insit van lei, behalwe om dakke met lei te dek of sigwerk met lei te doen, of grafstene.

(c) 'n Werkgever moet 'n werknemer wat 'n klipmesselaar is en wat saaglemme moet stel, klip regsit om gesaag te word en/of klippe vir poleermasjiene regsit en waterpas maak, lone en toelaes ooreenkomstig klousule 4 (1) (a) (ii) betaal.

(d) 'n Werkgever mag nie toelaat dat klipmesselaars telasies minder as ses voet van mekaar staan nie of dat stof met uitaat of ander lug gedurende werkure weggeblaas word nie, behalwe met letterwerk.

(3) An employee shall, during the period of notice referred to in sub-clause (1) of this clause, be allowed two hours to carpenters and one hour in the case of all other trades, to put his tools in working order. If a large number of employees are under notice, the employer is allowed discretion to stagger the period allowed for putting tools in order.

(4) No notice of termination of employment shall be required if the employee concerned has worked for less than twelve hours with the same employer.

12. STORAGE AND PROVISION OF TOOLS.

(1) A suitable place shall be provided by the employer on all jobs, jobbing work, sheds and workshops, for locking up tools. The employer shall be responsible for keeping lockups properly locked. The employer shall insure such tools against loss by fire.

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

(3) Employers shall provide in the case of—

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

(b) *Masons and Stone Cutters*.

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

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

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

(c) *Painters and Paperhangers*.—All tools, except putty knives, dusters, and paperhangers' brushes and scissors.

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

(e) *Plumbers and Gas Fitters*.

(i) Machines used in shop or on job.

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

(iii) Screwing tackle, such as stock, dies, taps and ratches.

(iv) Pipe cutting tools and vices.

(v) Special and heavy caulking irons and firepots.

(vi) Metal pots and large ladles.

(vii) Chisels, punches, and wall pins over 9 inches in length.

(viii) Soldering irons and blow lamps.

(ix) Files and hacksaw blades.

(x) Mandrills over two inches in diameter.

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

(xii) Sheet metal workers mallets and heavy dressers.

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

(xiv) Wrenches and tongs over 12 inches in diameter.

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

Employers and employees shall observe the following rules:—

(1) *Concrete Work*.—Every employer shall employ an employee at the scale of payment as laid down in clause 4 (1) (c) of this Agreement, who shall be continuously employed whilst concrete is being placed in situ and it shall be the sole duty of this employee to constantly supervise other persons doing this class of work.

(2) *Stonework*.

(a) An employer shall not employ any person other than a mason as an operator of a stone turning and/or diamond and carborundum sawing machine.

(b) An employer shall not employ any person other than a qualified mason on work usually performed by masons, which include the working and fixing of slate other than roofing with slate or facing work in slate, or gravestones.

(c) An employer shall pay an employee, who is a mason, to fix saw blades, set stone ready for sawing and/or fix and level all stones for polishing machines, wages and allowances according to clause 4 (1) (a) (ii).

(d) An employer shall not permit masons' bankers to be less than six feet apart or dust to be blown off with exhaust or other air during working hours, excluding lettering.

(e) Alle klippe wat reghoekig gekap en/of met hamers bewerk is, moet in die werkgewer se werf of op die werk behandel word maar dit kan by die steengroef met slegs 'n splythamer kleiner gemaak word. As die werkgewer se werf by die steengroef is, moet dit op 'n redelike veilige afstand van die werkfront van die steengroef wees.

(f) 'n Werkgewer moet sorg dat die dunter-masjien nie onder die afdak werk waar manne besig is om klip te beitels nie, en hierdie masjien mag nie binne 30' tree van 'n klippesselaar werk terwyl hy klip beitels nie, tensy ander voldoende beskerming verskaf is vir werknemers wat in die nabyheid van die masjien werk, ook mag 'n werknemer nie so'n masjien in stryd hiermee bedien nie.

14. SKULPLEK MET NAT WEER.

By enige plek waar bouwerk verrig word, moet werkgewers geskikte skulplek verskaf waar werknemers skuiling tydens nat weer kan kry.

15. LATRIENE.

Behoorlike sanitêre geriewe moet by alle werke vir blankes en nie-blankes apart verskaf word.

16. VERVERSINGS.

Elke werkgewer moet 'n persoon verskaf om tee vir sy werknemers in die oggend, middag en in die namiddag te maak. Pouse vir tee mag nie meer as 5 minute duur nie. Op werke buite die munisipale gebied waar minstens 25 blanke werknemers gewoonlik in diens is, moet die werkgewer 'n eetsaal verskaf met geskaafde tafels en banke, wat daaglikse geïnspekteur moet word om sindelikhed te verseker, en dit is nie gedurende teetyd of werkure beskikbaar nie.

17. WERKENDE WERKGEWER.

Elke werkende werkgewer moet ten opsigte van die bedryf waarin hy werk al die bepalings van hierdie Ooreenkoms betreffende werkure nakom.

18. TOEPASSING VAN OOREENKOMS.

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms en hy kan menings ter leiding van werkgewers en werknemers uitspreek wat nie strydig met die bepalings daarvan is nie, en alle sake in verband waarmee 'n onderkomitee versoek word of toegelaat word om 'n beslissing te bereik, moet deur enige persoon wat deur 'n beslissing veronreg word, by wyse van appél na die Raad verwys kan word.

19. VRYSTELLING.

(1) Die Raad mag vrystelling vir goeie en afdoende redes skriftelik aan enige persoon of persone verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Onderworpe aan die bepalings van subklousules 4 (2) (a) en (b), moet die Raad ten opsigte van 'n persoon aan wie vrystelling kragtens die bepalings van hierdie artikel verleen is, die voorwaardes vasstel waarop die vrystelling verleen word en die tyd gedurende welke die vrystelling van krag is; met dien verstande dat die Raad, as hy dit goedvind, nadat kennis skriftelik aan die persoon of persone gegee is, enige vrystellingsertifikaat mag intrek of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Vrystellingsertifikaat onder die handtekening van die sekretaris van die Raad moet aan elke vrygestelde persoon uitgereik word. 'n Sertifikaat is nie van krag in 'n ander gebied as die een waarvoor dit toegestaan is nie.

(4) 'n Vrystellingsertifikaat kan te eniger tyd gedurende die tyd waarvoor dit toegestaan is, deur die Raad gewysig of ingetrek word, sonder om 'n rede daarvoor aan te voer.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom wat in die lewe geroep word deur 'n vrystellingsertifikaat wat ooreenkomstig die bepalings van hierdie klousule uitgereik is.

20. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 6d. per week van die verdienste aftrek van elkeen van sy werknemers vir wie lone by klousule 4 van hierdie Ooreenkoms voorgeskryf word, en by die bedrag aldus afgetrek, moet die werkgewer 'n gelykstaande bedrag voeg en die genoemde bedrae moet deur die werkgewer ooreenkomstig die handelwyse by subklousule (2) hiervan voorgeskryf, aan die Raad betaal word.

(2) Alle bedrae wat kragtens die bepalings van subklousule (1) van hierdie klousule betaalbaar is, moet tesame met 'n staat wat die getal werknemers in hul bedrywe in diens aantoon, deur die werkgewer aan die sekretaris van die Raad gestuur word in die gebied waarin die werk verrig word, op of voor die sewende dag van elke maand ten opsigte van die vorige maand se bedrae, tesame met die besonderhede waarna in subklousule (3) van hierdie klousule verwys word.

(3) Elke werkgewer moet wanneer hy sy bydraes aan die Raad stuur deur middel van 'n gedrukte vorm wat deur die Raad verskaf word, 'n lys van die vakmanne by hom in diens insluit.

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

(f) An employer shall ensure that the dunter machine shall not be worked in the shed where men are employed cutting stone, and that such machines shall not be worked within thirty yards of any mason whilst cutting stone unless other adequate protection is provided for employees working in the vicinity of the said dunter machines; nor shall an employee so operate such machine in breach hereof.

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 on all jobs for Europeans and non-Europeans separately.

16. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at noon and in the afternoon. The duration of a tea interval shall not exceed five minutes. On jobs outside the municipal area where not less than 25 European employees are ordinarily employed the employer shall provide a mess room, with planed tables and benches, which shall be supervised daily to ensure cleanliness, and this shall not be available for tea intervals or during working hours.

17. WORKING EMPLOYER.

Any working employer shall, in respect of the trade at which he is working, observe all the provisions of this Agreement relating to hours of work.

18. ADMINISTRATION OF AGREEMENT.

The Council shall be 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, and all matters on which a sub-committee is required or permitted to reach a decision shall be capable of being referred by any person aggrieved by a decision, to the Council by way of appeal.

19. 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) Subject to the provisions of sub-clauses 4 (2) (a) and (b), 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.

20. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 6d. per week from the earnings of each of his employees, for whom wages are prescribed in clause 4 of this Agreement, and to the amount so deducted the employer shall contribute an equal amount and the said amounts shall be paid by the employer to the Council in accordance with the procedure prescribed in sub-clause (2) hereof.

(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 in their trades shall be forwarded by the employer to the Secretary of the Council in the area in which the work is executed 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 form supplied by the Council, enclose a list of the artisans employed by him.

21. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer in die Bounywerheid op die datum waarop hierdie Ooreenkoms van krag word, moet onderstaande besonderhede binne drie maande aan die sekretaris van die Raad stuur:—

- (i) Naam voluit.
- (ii) Besigheidsadres.
- (iii) Die bedryf of bedrywe wat hy in die Nywerheid uitvoer.

(b) Die besonderhede wat kragtens paragraaf (a) van hierdie subklousule vereis word, moet ook binne een maand nadat 'n begin met die werk gemaak is, verskaf word deur alle werkgewers wat tot die Bounywerheid toetree na die datum waarop hierdie Ooreenkoms van krag word.

(c) As die werkgewer 'n vennootskap of 'n maatskappy is, moet inligting ooreenkomstig paragraaf (1) (a) van hierdie subklousule ten opsigte van elke vennoot, direkteur, ens., verstrek word. Die titel waaronder die vennootskap of maatskappy werk, moet ook gemeld word.

(2) Die sekretaris van die Raad moet 'n register byhou van alle werkgewers waarna in subklousule (1) hiervan verwys word.

(3) Elke geregistreerde werkgewer moet die Raad onmiddellik skriftelik in kennis stel van enige verandering van die besonderhede wat by registrasie verstrek is.

22. LIDMAATSKAP VAN PARTYE.

(1) Lede van die vakvereniging kom ooreen om slegs werk aan te neem by lede van die werkgewersorganisasie en lede van die werkgewersorganisasie kom ooreen om slegs lede van die vakvereniging in diens te neem as hulle in besit van 'n geldige werkskaart is.

(2) 'n Werkgewer of werknemer mag slegs lidmaatskap van party by hierdie Ooreenkoms geweier word om redes wat deur die Raad as voldoende beskou word.

(3) 'n Oortredende lid van 'n vakvereniging moet sewe dae kennis gegee word voordat hy uitgesit word; die kennisgewing moet ook aan die werkgewer gegee word en aan die sekretaris van die Raad. As die uitsetting uitgevoer word, moet kennis onmiddellik gegee word aan die werkgewer, die sekretaris van die Raad en aan die werknemer.

23. ORGANISEERDERS.

Organiseerdergiewe moet toegestaan word aan organiseerders van die vakvereniging om toegang tot hul lede te hê, onderworpe aan die toestemming van die werkgewer of sy gemagtigde verteenwoordiger.

24. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf by regulasie kragtens die Wet vertoon.

25. KENNISGEWINGBORD.

(1) Elke werkgewer en alle werkgewers wat in 'n vennootskap werk moet, waar bouwerk deur hom of hulle uitgevoer word, 'n kennisgewingbord op 'n opvallende plek wat vir die publiek toeganklik is, vertoon wat minstens 2 voet by 1½ voet groot is, of 'n kennisgewingbord wat deur die Raad goedgekeur is, wat die besigheidsnaam en -adres van die werkgewer of vennootskap aantoon.

(2) Hierdie klousule is slegs van toepassing op werk wat twee weke of langer duur.

(3) Die naam van die werkgewersorganisasie waarvan die werkgewer 'n lid is, moet ook op die kennisgewingbord, waarna in subklousule (1) verwys is, vertoon word.

26. AGENTE.

(1) Die Raad moet een of meer persone as agente aanstel om uitvoering te gee aan die bepalings van hierdie Ooreenkoms. 'n Agent moet die reg hê om—

- (a) enige perseel of plek binne te gaan waarin die Bounywerheid uitgevoer word te eniger tyd wanneer hy goeie rede het om te glo dat 'n persoon daarin in diens is;
- (b) elke persoon wat hy in of by die perseel of plek vind, mondeling te ondervra, of alleen of in teenwoordigheid van enige ander persoon wat hy geskik ag ten opsigte van sake rakende hierdie Ooreenkoms en die persone te versoek om die gestelde vraag te beantwoord;
- (c) tydstaats aantekeninge en dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, te inspekteer, te ondersoek en af te skryf.

(2) Wanneer die agent 'n perseel of plek binnegaan, inspekteer of ondersoek, mag hy 'n tolk saamneem.

(3) Elke persoon op wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent al die genoemde fasiliteite verskaf.

27. INDIENSNEMING VAN JEUGDIGES.

Niemand onder die ouderdom van 15 jaar mag in die nywerheid in diens wees nie.

28. JAARLIKSE VERLOF EN OPENBARE VAKANSIES.

(1) Elke werknemer moet dertien (13) agtereenvolgende werkdag toegestaan word ten opsigte van die jaar wat op 15 Desember 1950 eindig. Vir die toepassing van hierdie klousule beteken „werkdag” 'n ander dag as Sondag, Saterdag, Kersdag en Nuwejaarsdag.

21. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, within three months, 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 this Agreement comes into operation within one month of commencing operations.

(c) Where the employer is a partnership or 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 also 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.

22. MEMBERSHIP OF PARTIES.

(1) Members of the trade union agree to accept employment with members of the employers' organisation only and members of the employers' organisation agree to employ members of the trade union only, if in possession of a current working card.

(2) An employer or employee shall only be refused membership of a party to this Agreement for reasons endorsed as sufficient by the Council.

(3) A delinquent member of a trade union shall be given seven days' notice before exclusion, such notice to be also given to the employer, and the Secretary of the Council. Should the expulsion be carried out, immediate notice must be given the employer, the Secretary of the Council and the employee.

23. ORGANISERS.

Organisational facilities shall be given to organisers of the trade union to have access to their members subject to the consent of the employer or his duly authorised representative.

24. EXHIBITION OF AGREEMENT.

Each employer shall exhibit a legible copy of this Agreement in both official languages and in form prescribed by the regulations under the Act.

25. NOTICE BOARD.

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

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

(3) The name of the employers' organisation of which the employer is a member shall also be shown on the notice board referred to in sub-clause (1).

26. AGENTS.

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

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

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

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

27. EMPLOYMENT OF JUVENILES.

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

28. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Every employee shall be granted thirteen (13) consecutive working days' leave in respect of the year ending on the 15th December, 1950. For the purpose of this clause "working day" means a day other than Sunday, Saturday, Christmas Day and New Year's Day.

(2) Kersdag en Nuwejaarsdag moet as 'n verdere tydperk van verlof by die dertien dae jaarlikse verlof gevoeg word wat ingevolge subklousule (1) toegestaan word.

(3) Die jaarlikse verlof wat aan 'n werknemer verskuldig is, moet geneem word tussen die tydperk wat om 5.32 nm. op Vrydag, 15 Desember 1950 begin en om 7.20 vm. op Vrydag, 5 Januarie 1951 eindig.

(4) Geen werkgewer mag van 'n werknemer vereis en geen werknemer of werkende werkgewer mag werk tussen die vakansietye in subklousule (3) genoem nie.

(5) Benewens die jaarlikse verlof en openbare vakansies wat in subklousules (1) en (2) genoem word, moet werknemers nog twee openbare vakansiedae toegestaan word, nl. Meidag en Goeie-Vrydag. (As 1 Mei op 'n Sondag val, dan die eersvolgende Maandag.)

(6) Vir jaarlikse verlof en openbare vakansies wat aan 'n werknemer verskuldig is, moet ooreenkomstig die bepalings van subklousule (7) betaal word.

(7) Elke werkgewer moet—

(a) weekliks aan die Raad namens elke werknemer hy hom in diens vir die lone by paragraaf (iii) van klousule 4 (1) (a) voorgeskryf is, 'n bedrag van 3d. betaal per uur deur die werknemer elke week gewerk, behalwe oortydwerk of tyd gewerk op Sondae of die openbare vakansiedae in subklousules (2) en (5) van hierdie klousule genoem; met dien verstande dat breuke van 'n sjieling in die totale bedrag aan die werknemer saam met sy weeklikse besoldiging betaal moet word; met dien verstande verder dat vir tyd gewerk gedurende die tydperk tussen 10 November 1950 en 15 Desember 1950, moet die bedrae wat ingevolge hierdie bepaling verskuldig is, aan die werknemer tesame met sy weeklikse besoldiging betaal word;

(b) aan elke geskoolde arbeider in sy diens op die laaste dag voor die aanvang van die vakansietyd 8d. betaal ten opsigte van elke dag of gedeelte van 'n dag deur die werknemer gewerk gedurende die jare in subklousule (1) genoem; met dien verstande dat in die geval van werknemers wie se dienskontrakte voor die betaaldag beëindig word, die werkgewer by beëindiging van die kontrakte die betrokke werknemers 'n bedrag betaal gelyk aan 8d. vir elke dag of gedeelte van 'n dag vir die werkgewer gewerk. Ingeval 'n werknemer wie se dienskontrak eindig na die datum waarop hierdie Ooreenkoms van krag word, moet die werkgewer die werknemer 'n bedrag betaal gelyk aan 8d. vir elke dag of gedeelte van 'n dag gewerk tussen die datum waarop hierdie Ooreenkoms van krag word en die datum waarop die kontrak eindig;

(c) aan elke vakleerling in sy diens op die laaste betaaldag voor die begin van die vakansietyd twee weke se besoldiging betaal en aan elke vakleerling van wie vereis is om op Goeie-Vrydag of op Meidag te werk, minstens die gewone besoldiging ten opsigte van die totale tyd op die dag gewerk, benewens sy gewone weekloon;

(d) aan elke ongeskoolde arbeider in sy diens op die laaste dag voor die begin van die vakansietyd 3d. betaal ten opsigte van elke dag of gedeelte van 'n dag deur daardie werknemer gewerk gedurende die jare in subklousule (1) genoem; met dien verstande dat in die geval van werknemers wie se dienskontrak voor die betaaldag eindig, moet die werkgewer by beëindiging van die kontrakte, aan die betrokke werknemers 'n bedrag betaal gelyk aan 3d. vir elke dag of gedeelte van 'n dag vir die werkgewer gewerk. In die geval van werknemers wie se dienskontrakte eindig na die datum waarop hierdie Ooreenkoms in werking tree, moet die werkgewer 'n bedrag betaal gelyk aan 3d. per dag of gedeelte van 'n dag gewerk tussen die datum waarop hierdie Ooreenkoms van krag word en die datum van die beëindiging van die kontrakte.

(8) Op versoek van die werknemer mag die bedrae wat kragtens subklousule (7) (a) aan die Raad betaal moet word, deur middel van 'n aftrekking van sy loon vermeerder word.

(9) Die bedrae wat ingevolge subklousule (7) (a) aan die Raad betaal word moet namens die betrokke werknemer deur die Raad gehou word en moet in 'n fonds inbetaal word bekend as die „Verloffonds van die Kroonstadse Bounwyerheid”. Die Raad moet seëls aan werkgewers uitreik vir alle bedrae wat aldus betaal word.

(10) Ten opsigte van die bedrae wat aan hom deur die Raad kragtens subklousule (7) (a) betaal moet word, moet die werkgewer aan elkeen van die betrokke werknemers op elke betaaldag seëls uitreik met sy naam en die datum gekanselleer tot die waarde van die bydraes en aftrekkings, en elke werknemer moet die seëls plak in 'n bydraersboekie wat van die sekretaris van die Raad verkry en deur hom gehou moet word.

Aansoek om 'n bydraersboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is en ingevul word met die werknemer se naam voluit, adres en bedryf en sy gewone handtekening.

(2) Christmas Day and New Year's Day shall be added to the thirteen days' annual leave granted in terms of sub-clause (1) as a further period of leave.

(3) The annual leave due to any employee shall be taken within the period commencing at 5.32 p.m. on Friday, the 15th December, 1950, and ending at 7.20 a.m. on Friday, 5th January, 1951.

(4) No employer shall require any employee to and no employee or working employer shall perform any work during the holiday periods prescribed in sub-clause (3).

(5) In addition to the annual leave and public holidays referred to in sub-clauses (1) and (2), employees shall be granted two further public holidays, namely, May Day and Good Friday. (In the event of the 1st May falling on a Sunday, then the first succeeding Monday.)

(6) Annual leave and public holidays due to an employee shall be paid for in accordance with the provisions of sub-clause (7).

(7) Each employer shall—

(a) pay weekly to the Council on behalf of each employee employed by him for whom wages are prescribed in paragraph (iii) of clause 4 (1) (a) an amount of 3d. per hour worked by such employee other than overtime or time worked on Sundays or the public holidays referred to in sub-clauses (2) and (5) of this clause, during each week provided that fractions of 1s. in the total amount shall be paid to the employee with his weekly remuneration: Provided further that for time worked during the period between the 10th November, 1950, and the 15th December, 1950, the amounts payable hereunder shall be paid to the employee with his weekly remuneration;

(b) pay to each skilled labourer in his employ on the last pay day prior to the commencement of the holiday periods 8d. in respect of each day or portion of a day worked by that employee during the years referred to in sub-clause (1), provided that in the case of employees whose contracts of service are terminated prior to such pay day the employer shall on termination of the contracts pay to the employees concerned an amount equal to 8d. for every day or portion of a day worked for such employer. In case of an employee whose contract of service is terminated subsequently to the date of coming into operation of this Agreement, the employer shall pay to such employee an amount equal to 8d. for each day or part of a day worked between the date of coming into operation of this Agreement, and the date of termination of the contract;

(c) pay to each apprentice in his employ on the last pay day prior to the commencement of the holiday periods, two weeks' pay and pay to each apprentice who is required to work on Good Friday or May Day not less than the ordinary rate of remuneration in respect of the total period worked on such day in addition to his ordinary weekly remuneration;

(d) pay to each unskilled labourer in his employ on the last pay day prior to the commencement of the holiday periods 3d. in respect of each day or part of a day worked by that employee during the year referred to in sub-clause (1), provided that in the case of employees whose contracts of service are terminated prior to such pay day, the employer shall, on termination of the contracts, pay to the employees concerned an amount equal to 3d. for each day or part of a day worked for such employer. In the case of employees whose contracts of service are terminated subsequent to the date of coming into operation of this Agreement, the employer shall pay an amount equal to 3d. per day or part of a day worked between the date of coming into operation of this Agreement, and the date of termination of the contracts.

(8) At the request of the employee the amounts which are to be paid to the Council in terms of sub-clause (7) (a) may be increased by a deduction from his wages.

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

(10) The employer shall, in respect of the amounts to be paid by him to the Council in terms of sub-clause (7) (a) issue to each of the employees concerned on each pay day, stamps cancelled by him with his name and the date, to the value of such contributions and deductions, and each employee shall affix such stamps in a contribution book to be obtained from the Secretary of the Council and retained by him.

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

(11) Die seëls genoem in subklousule (10) moet deur die werkgewer van die Raad verkry word en 'n voldoende reservevoor-raad daarvan moet te alle tye deur die werkgewer gehou word; met dien verstande dat 'n werkgewer terugbetaling van die Raad vir ongebruikte seëls kan verkry.

(12) Elke werkgewer moet sy bydraersboekie op of voor 11 November 1950 by die sekretaris van die Raad indien in ruil vir 'n kwitansiëkaart, en die Raad moet die bedrag bereken wat aan die werknemer verskuldig is, soos aangetoon deur die waarde van die seëls in sy bydraersboekie geplak, en die betrokke bedrag aan die werknemer nie later as die dag voor die aanvang van die vakansietyd betaal nie. Betaling moet per tjek ten gunste van die werknemer gedoen word en geen order of magtiging vir betaling aan enige ander persoon word erken nie.

(13) Die Raad is nie aanspreeklik om betaling te maak ten opsigte van seëls wat ingevolge subklousule (10) van hierdie klousule aan werknemers uitgereik word nie, tensy die seëls geplak is in 'n bydraersboekie wat van die Raad verkry is en die bydraersboekie by die Raad ingedien is voor verloop van ses kalendermaande van die datum van die begin van die vakansietyd af.

(14) Geen werknemer kan betaling voor die datum genoem in subklousule (12) van hierdie van die Raad ter waarde van die seëls wat deur hom ontvang is, eis nie. Ingeval van die dood van 'n werknemer moet die bedrag wat aan hom uit die genoemde fonds verskuldig is, in sy boedel inbetaal en sy bydraersboekie aan die Raad oorhandig word.

(15) Bedrae wat deur die Raad namens die „Verlofonds van die Kroonstadse Bounywerheid” gehou word, kan deur die Raad van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of bougenootskap belê word, en rente uit sulke beleggings is die uitsluitlike eiendom van die Raad as vergoeding vir die administrasie van die fonds. Geen werkgewer of werknemer het 'n eis ten opsigte van die rente nie; ook is hulle nie verantwoordelik om tot die uitgawes van die administrasie van van die fonds by te dra nie.

(16) Die bydraersboekies en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie. Seëls wat deur 'n persoon verkry word anders as kragtens hierdie Ooreenkoms, mag deur die Raad ten behoeve van die Raadsfondse gekonfiskeer word.

(17) Nieteenstaande andersluidende bepalings hierin, verbeur werknemers onopgeëiste verlofondsgeld aan die algemene Raad as aansoek om terugbetaling nie binne ses maande gedoen word nie, soos bepaal by subklousule (13) van hierdie klousule.

Werknemers het die reg om aansoek om 'n terugbetaling by die Raad na verloop van ses maande te doen, mits goeie en aanneembare redes gegee word, of waar versuim om binne die vasgestelde tyd te eis, die gevolg was van oorsake buite die werknemers se beheer. Dis dan die plig van die Raad om sulke laat aansoeke te oorweeg, en die Raad het die reg om iedere eis op sy eie meriete te oorweeg en om terugbetaling te maak as hy dit goedvind.

(18) Ingeval van verstryking van hierdie Ooreenkoms deur verloop van tyd of beëindiging weens enige ander oorsaak, moet die fonds verder deur die Raad beheer word totdat die fonds gelikwider of oorgemaak is aan 'n fonds wat vir dieselfde doel ingestel is waarvoor die oorspronklike fonds gestig was.

(19) Ingeval van ontbinding van die Raad, of ingeval hy gedurende enige tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, sy werksaamhede staak mag die Minister 'n komitee bestaande uit 'n gelyke aantal werkgewers en werknemers in die Nywerheid aanstel en moet die komitee voortgaan of die fonds te beheer. Elke vakature wat op die komitee ontstaan mag deur die Minister na gelang van die geval gevul word uit werkgewers en werknemers ten einde die ewewig tussen werkgewers- en werknemers-verteenwoordigers te verseker. Ingeval die komitee nie in staat is nie, of onwillig is om sy werksaamhede te verrig, of ingeval van 'n staking van stemme wat in die komitee ontstaan, waardeer na die Minister se mening die beheer van die fonds ondoenlik of onwenslik gemaak word, kan hy 'n kurator of kurators aanstel om die komitee se werksaamhede te verrig, wat vir daardie doeleindes al die bevoegdhede van die komitee sal besit. By verstryking van hierdie Ooreenkoms, moet die fonds gelikwider word deur die komitee wat kragtens hierdie subklousule optree, of deur die kurator of kurators genoem in subklousule (20) van hierdie klousule, en as by verstryking van hierdie Ooreenkoms die Raad se sake reeds gelikwider en sy bates verdeel is, moet die balans van hierdie fonds verdeel word soos voorgeskryf by artikel vier-en-dertig (4) van die Wet asof dit deel van die Raad se algemene fonds vorm.

(20) By likwidering van die fonds ingevolge subklousule (18) van hierdie klousule moet die geld wat tot krediet van die fonds oorbly na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fonds van die Raad inbetaal word.

(11) The stamps referred to in sub-clause (10) shall be obtained by the employer from the Council and an adequate reserve thereof shall at all times be maintained by the employer provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(12) Each employee shall deposit his contribution book with the Secretary of the Council not later than 11th November, 1950, in exchange for a receipt card, and the Council shall ascertain the amount due to the employee as reflected by the value of the stamps affixed in his contribution book and pay to the employee the amount in question at a date not later than the day prior to the commencement of the holiday period. Payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person will be recognised.

(13) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (10) of this clause unless such stamps are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of six calendar months from the date of the commencement of the holiday period.

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

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

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

(17) Notwithstanding anything to the contrary herein contained, employees shall forfeit unclaimed holiday fund moneys to the General Council if application for repayment is not made within a period of six months as provided for in sub-clause (13) of this clause.

Employees shall have the right to make application for a refund to the Council after the expiration of six months provided that good and acceptable reasons be given, or where failure to claim within the stipulated time was due to causes beyond the employee's control. It shall then be incumbent upon the Council to consider all such late claims lodged, and the Council shall have the right to consider each claim on its merits and to make or refund payment as it shall deem fit.

(18) 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.

(19) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the 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 employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (20) 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 34 (4) of the Act as if it formed part of the general funds of the Council.

(20) Upon liquidation of the fund in terms of sub-clause (18) 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.

29. ALGEMEEN.

Geen werkgewer of werknemer mag die bepalings van hierdie hierdie Ooreenkoms tersyde stel nie hetsy die genoemde bepalings voordeel of verpligting op die betrokke werkgewer of werknemer meebring of nie. Elke bepaling, subartikel of artikel bring 'n reg of verpligting mee, al na die geval, afgesien van die bestaan van ander bepalings. Ingeval bepalings, subartikels of artikels van hierdie Ooreenkoms nie van krag is nie of *ultra vires* die magte van die partye of die Minister, of voor of na publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die Wet, raak dit geensins die res van die Ooreenkoms nie wat in daardie geval die Ooreenkoms uitmaak.

Op Kroonstad, O.V.S., op hede die 16de dag van July 1949 namens die Raad geteken.

P. LEHMAN,
Voorsitter van die Raad.
J. H. POTGIETER,
Ondervoorsitter van die Raad.
J. C. MULLER,
Sekretaris van die Raad.

★ No. 2412.]

[29 September 1950.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, KROONSTAD.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Kroonstad, bekendgemaak by Goewermentskennisgewing No. 2411 van 29 September 1950, nie vir die persone wie se werksure daarby gereël word ongunstiger is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

29. GENERAL.

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

Signed at Kroonstad, O.F.S., on behalf of the Council, on this the 16th day of July, 1949.

P. LEHMAN,
Chairman of the Council.
J. H. POTGIETER,
Vice-chairman of the Council.
J. C. MULLER,
Secretary of the Council.

★ No. 2412.]

[29 September 1950.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING INDUSTRY, KROONSTAD.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, Kroonstad, published under Government Notice No. 2411 of the 29th September, 1950, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

Wette van die Unie van Suid-Afrika, 1949

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