



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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF AGRICULTURE.

* No. 1135.]

[11 May 1951.]

ACQUISITION AND DISPOSAL OF GROUNDNUTS.

Under the powers assigned to me by the Director of Food Supplies and Distribution by virtue of paragraph (d) of sub-regulation (2) of regulation 2 read with regulation 3 of the regulations contained in the Annexure to War Measure No. 55 of 1946 (Proclamation No. 205 of 1946), I, Christoffel Hendrik Spamer, Secretary, Food Supplies and Distribution, do hereby prescribe as follows:—

1. In this notice—

“co-operative society” or “co-operative company” means a co-operative society or co-operative company registered or deemed to be registered under the Co-operative Societies Act, 1939;

“producer”, in relation to groundnuts, means the person by whom such groundnuts were produced, and includes any person who has acquired groundnuts as a consideration for the right to use land on which groundnuts have been produced, or as remuneration for services rendered to a person who has produced groundnuts;

“Secretary” means the Secretary, Food Supplies and Distribution.

2. No producer of groundnuts, or co-operative society or co-operative company, shall dispose of groundnuts except to the Secretary or such persons as he may designate.

3. (1) Any person, other than a producer of groundnuts, but including any co-operative society or co-operative company, who at the date of publication hereof, has in his possession or under his control any quantities of groundnuts, whether shelled or unshelled, exceeding in the aggregate a quantity equivalent to 500 lb. of shelled groundnuts, shall—

(a) within fourteen days after the said date render to the Secretary a return showing the respective quantities of shelled and unshelled groundnuts which he had in his possession or under his control on that date; and

(b) hold such groundnuts available until directions as to the disposal thereof have been given to him by the Secretary.

(2) Any person to whom the provisions of sub-clause (1) apply, shall within fourteen days after the last day of every month subsequent to the expiration of the period within which the return prescribed in that sub-clause is to be rendered, lodge with the Secretary a return showing the respective quantities of shelled and unshelled groundnuts which he had in his possession or under his control on that day, and any such person who on the last day

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

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDBOU.

* No. 1135.]

[11 Mei 1951.]

AANSKAFFING EN DISTRIBUSIE VAN GRONDBONE.

Kragtens die bevoegdheid my deur die Direkteur van Voedselvoorrade en -distribusie verleen by paragraaf (d) van subregulasie (2) van regulasie 2 gelees saam met regulasie 3 van die regulasies vervat in die Aanhangsel van Oorlogsmaatreël No. 55 van 1946 (Proklamasie No. 205 van 1946), bepaal ek, Christoffel Hendrik Spamer, Sekretaris, Voedselvoorrade en -distribusie, soos volg:—

1. In hierdie kennisgewing beteken—

„koöperatiewe vereniging” of „koöperatiewe maatskappy”, 'n koöperatiewe vereniging of koöperatiewe maatskappy wat ingevolge die Wet op Koöperatiewe Verenigings, 1939, geregistreer is of geag word geregistreer te wees;

„produsent”, met betrekking tot grondbone, die persoon wat daardie grondbone geproduseer het, en sluit elkeen in wat grondbone verkry het as vergoeding vir die reg om grond waarop grondbone geproduseer is te gebruik, of as beloning vir diens verrig vir iemand wat grondbone geproduseer het;

„Sekretaris” die Sekretaris, Voedselvoorrade en -distribusie.

2. Geen produsent van grondbone, of koöperatiewe vereniging of koöperatiewe maatskappy mag grondbone van die hand sit nie behalwe aan die Sekretaris of die persone wat hy aanwys.

3. (1) Elkeen, uitgesonderd produsente van grondbone, maar insluitende enige koöperatiewe vereniging of koöperatiewe maatskappy, wat op die datum van publikasie hiervan in sy besit of onder sy beheer 'n hoeveelheid grondbone, gedop of ongedop, het wat altesaam groter is as 'n hoeveelheid van 500 lb. gedopte grondbone, moet—

(a) binne 14 dae na gemelde datum aan die Sekretaris 'n opgawe verstrek waarin die onderskeie hoeveelhede gedopte en ongedopte grondbone wat hy op daardie datum in sy besit of onder sy beheer gehad het, aangetoon word; en

(b) daardie grondbone beskikbaar hou tot tyd en wyl die Sekretaris hom opdrag gee in verband met hoe daarvoor beskik moet word.

(2) Elkeen op wie die bepalinge van subklousule (1) betrekking het, moet binne 14 dae na die laaste dag van elke maand, na verstryking van die tydperk waarin die opgawe wat in daardie subklousule voorgeskryf word, verstrek moet word, by die Sekretaris 'n opgawe indien aantoonende die onderskeie hoeveelhede gedopte en ongedopte grondbone wat hy op daardie dag in sy besit of

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY, KIMBERLEY.

AGREEMENT

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

Kimberley Builders and Allied Trades Employer's Association

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

Amalgamated Society of Woodworkers and the Amalgamated Union of Building Trade Workers of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Kimberley area as defined in clause 3 of the Agreement by all employers and employees in the Building Industry who are members of the employer's organization and the trade unions, 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, 1944, or any contract entered into, or any conditions fixed thereunder;
- (b) clauses 4 (4), 7 (4), 10, 14, 15, 18 and 21 hereof shall not apply to employees for whom wages are specified in clause 4 (1) (a) (ii);
- (c) clauses 4 (4) and 5 to 11 (inclusive), 14, 18 and 21 shall not apply to unskilled labourers;
- (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.

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 year or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that 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, 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 the articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the site of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or sub-divisions thereof:—

Bricklaying, which includes concreting and fixed 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 fittings and wiring and operations incidental thereto;

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

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 articles used;

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

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

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone works), concreting and fixing or building of precast or artificial stone or marble, paving mosaic work, pointing wall or floor tiling, operating of stone working machinery (other than stone polishing machinery) and sharpening of

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KIMBERLEY.

OOREENKOMS

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

„Kimberley Builders and Allied Trades Employers' Association”,

(hierna genoem „die werkgewers” of „die werkgeversorganisasie”), aan die een kant, en die

„Amalgamated Society of Woodworkers”, en die

„Amalgamated Union of Building Trade Workers of South Africa”

(hierna genoem „die werknemers” of „die vakverenigings”), aan die ander kant,

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die gebied Kimberley, soos in klousule 3 van die Ooreenkoms bepaal, nagekom word deur alle werkgewers en werknemers in die bounywerheid wat lede van die werkgeversorganisasie en die vakverenigings is: Met dien verstande dat—

- (a) die bepalings op vakleerlinge van toepassing is net vir sover dit nie strydig met die bepalings van die Wet op Vakleerlinge, 1944, of met 'n kontrak kragtens dié Wet aangegaan, of met voorwaardes ingevolge dié Wet vasgestel is nie;
- (b) klousules 4 (4), 7 (4), 10, 14, 15, 18, en 21 hiervan nie op werknemers van toepassing is vir wie lone in klousules 4 (1) (a) (ii) voorgeskryf word nie;
- (c) klousules 4 (4) en 5 tot en met 11, 14, 18 en 21 nie op ongeskoolde arbeiders van toepassing is nie;
- (d) die bepalings op kwekelinge ingevolge die Wet op Behuising (Noodmagte), Wet No. 45 van 1945, van toepassing is vir sover hulle nie strydig is met regulasies of ander voorwaardes kragtens daardie Wet vasgestel nie.

2. TERMYN VAN TOEPASSING.

Die Ooreenkoms tree in werking op die datum wat die Minister vasstel ooreenkomstig artikel agt-en-veertig van die Wet en bly van krag vir 'n termyn van een jaar of vir die termyn wat hy vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in die genoemde Wet en alle 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 vakleerlingkontrak geregistreer ingevolge die bepalings van die Wet op Vakleerlinge, 1944;

„bounywerheid” of „nywerheid” sonder om in 'n enkel opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers verbonde is vir die doel van oprigting, voltooiing, hernuwing, herstel, onderhoud, of verbou van geboue en bouwerke en/of die vervaardiging en/of die herstel van artikels wat gebruik word vir die oprigting, voltooiing, of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal berei, of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders en sluit in alle werk wat uitgevoer of verrig word deur persone daarin wat in die volgende bedrywe of onderafdelings daarvan werksaam is:—

Messelwerk, met inbegrip van betonwerk en die aanbring van betonblokke, beteel van mure en vloere, voegwerk, plavei, mosaïekwerk, sigwerk met leiklip, in marmer en in komposisie, rioolaanleg, dakke met lei en dakpanne afdek;

elektriese aanleg, met inbegrip van elektriese toebehore en bedrading en bybehorende werksaamhede;

verniss, met inbegrip van vernis met 'n kwas of kussinkie en met enige mengsel sproei;

skrynwerk, met inbegrip van die vervaardiging van alle skrynwerkartikels, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

hyseraanleg, met inbegrip van die vervaardiging van hyserbakke of -kooie en die installeer en/of onderhou van hyers;

werk met glas in lood of ander metale, met inbegrip van die vervaardiging en/of aanbring van ligte, reklametekens en insit van glas in verband daarmee;

klipmesselwerk, met inbegrip van klipbeitselwerk en klipbouwerk, ook die uitbeitel en bou van ornamentele en monument-klipwerk; betonwerk en aanbring van voorafgevormde kunsmatige klip of marmer, plavei, mosaïekwerk, voegwerk, beteel van mure en vloere, bedien van klippewerkingsmasjinerie, behalwe klippoleermasjinerie, en

maçons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames and metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal work and sheets 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, paper-hanging, glazing, distempering, staining, varnishing, graining, marbling and spraying, and signwriting;

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

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, metal 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 fitting, which includes the manufacture and/or fixing of shop fronts, windows enclosures, show-cases, counters, screens and interior fittings and fixtures, house and school immovable fittings;

steel reinforcing;

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

woodwork, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulating, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood and cork, and sandpapering 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 (Kimberley) registered in terms of section nineteen of the Act;

"essential work" 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 or as may be laid down in accordance with clause 7 of this Agreement;

"improver" means an 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;

"Kimberley area" means the municipal area of Kimberley;

"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 vehicles, operating hoists, floor and sandpapering machines, supervising solely unskilled labourers, scaffold erecting, supervising concrete mixers, or mortar mills, or other similar machines, caulking of earthenware drainpipes, lime washing, 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 an employer or partner in a partnership who himself performs work similar to that carried out by any of his employees;

"unskilled labourer" means any person who is employed exclusively on all or any of the following operations:—

- (i) Digging or taking out soil or stone for foundations, trenches, drains or channels;
- (ii) removing excavated stone or soil;
- (iii) shovelling material into or removing them for mortar or concrete mixing machines, and mixing concrete or mortar by hand or shovels;
- (iv) loading or unloading materials;
- (v) carrying mortar, bricks, stone, concrete or other materials;
- (vi) cleaning used bricks;
- (vii) filling of moulds in plasterers' modelling shops;
- (viii) lime washing of buildings and latrines occupied and used by natives, and the use of tar;
- (ix) feeding into and taking from power-fed machines;

die skerpmaak van klipmesselaarsgereedskap, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

metaalwerk, met inbegrip van die aanbring van staal-plafonne, metaalvensters, metaaldeure, bouersmidwerk, metaalrame en metaaltrappe en boukundige metaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en -plate en uitgedrukte metaalwerk, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

skilderwerk, met inbegrip van versiering, muurpapier plak, ruite insit, distemper, beits, vernis, houtvlam, marmer en sproei en letterskilderwerk;

pleisterwerk, met inbegrip van modelleer, granoliet- en komposisiebevoering, komposisiemuurbekleding, met inbegrip van klippijspleister, en poleer, voorafgevormde of kunsmatige klipwerk aanbring, mure en vloere beteël, mosaïekwerk, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

loodgieterswerk, met inbegrip van loodbrand, gasaansleg, saniteits- en huiswerktuigkundige werk, rioolaanleg, metaal kalfater, ventilering, verwarming, warm- en kouwateraanleg, brandblusaanleg en die vervaardiging en aanleg van alle metaalplaatwerk, hetsy die persoon wat die gebruikte artikel vervaardig of berei dit in die gebou of bouwerk aanbring of nie;

winkel-, kantoor- en bankuitrusting, met inbegrip van die vervaardiging en/of aanleg van winkelfronte, vensterkaste, uitstallkaste, toonbanke, skerms en los en vaste binne-uitrusting, vaste huis- en skooluitrusting;

staalbewapening;

staalkonstruksie, met inbegrip van aanleg van alle soorte staal- of ander metaalpilare, -hoofbalke, staalwarsbalke of metaal in welke vorm ook wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, met inbegrip van timmerwerk, houtbewerking, masjienwerk, draaiwerk, houtsnijwerk, aanbring van dakyster, geluid- en akoestiek materiaal, kurk- en asbesisolasië, plafonlatjies aansit, aanbring van komposisieplafonne en -muurbekleding, houtproppe in mure aanbring, houtwerk met metaal beklee, blok- en ander vloere met inbegrip van hout en kurk en skuurpapierbewerking daarvan, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

"Raad", die Nywerheidsraad vir die Bounywerheid (Kimberley); geregistreer kragtens artikel neëntien van die Wet;

"noodsaaklike dienste", sulke werk wat noodsaaklik verrig moet word vir die versekering van die gesondheid en veiligheid van die publiek of die voortsitting van ander nywerhede, besighede, of ondernemings;

"noodwerk", sulke werk wat nie redelikerwyse gedurende die ure soos voorgeskryf in of soos voorgeskryf mag word ingevolge klousule 7 van hierdie Ooreenkoms, verrig kan word nie;

"ambaggesel", 'n werknemer wat die volle leertyd ingevolge 'n vakleerlingskontrak uitgedien het, maar wat deur die Raad nie bekwaam genoeg beskou word om die loon wat in subklousule (1) van klousule 4 van hierdie Ooreenkoms voorgeskryf word vir die werk wat hy verrig, te verdien nie;

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

"gebied Kimberley", die munisipale gebied Kimberley;

"bouwerk", dat dit insluit mure, steunmure en monumente;

"geskoolde arbeider", 'n werknemer wat een of meer van die volgende soorte werk verrig: Bestuur van meganiese voertuig, bedien van hystoestelle, skuurpapierbewerkings- en vloermasjiene, alleen oor ongeskoolde arbeiders toesig hou, steiers oprig, toesig hou oor betonmengers, of mortelmeule, of ander dergelyke masjiene, kalfater van aardewerkrioolpype, afwit en wat buitendien die werk van 'n ongeskoolde arbeider kan verrig;

"geskikte slaapplek", 'n waterdigte beskutting wat veilig afgesluit kan word en 'n houtvloer en die nodige was- en gemakgeriewe het;

"werkende werkgewer of vennoot", 'n werkgewer of 'n vennoot in 'n vennootskap wat self soortgelyke werk soos deur sy werknemers verrig word, verrig;

"ongeskoolde arbeider", 'n persoon wat uitsluitlik een of meer van die volgende werksaamhede verrig:—

- (i) Grond of klip uitgraaf of uithaal vir fondamente, slote, riole of kanale;
- (ii) uitgegrawe klippe of grond verwyder;
- (iii) materiaal voer aan of verwyder vir mortel- of betonmengmasjiene, en met die hand of grawe beton- of mortel meng;
- (iv) laai of aflaai van materiaal;
- (v) mortel, bakstene, klippe, beton of ander materiaal dra;
- (vi) gebruikte bakstene skoonmaak;
- (vii) vorms in pleisteraarsmodelleerwinkels vul;
- (viii) afwit van geboue en latrines wat deur natuurle gebruik word en teer aansmeer;
- (ix) kraggedrewe masjiene voer en daarvan afneem;

"journeyman" means any employee other than an apprentice or minor or semi-skilled labourer or unskilled labourer employed 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, 1944, during the probationary period prescribed in the Act.

4. WAGES.

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

(i) Unskilled labourers: 7½d. per hour.

(ii) Skilled labourers: 1s. 9d. per hour.

(iii) Journeymen in all trades: 3s. 5d. 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.

(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 six months at a wage of not less than 70 per cent. of the wage laid down in sub-clause (1) of this clause for an employee in his trade, and thereafter for a further period of six months at a wage of at least 80 per cent. of such wage.

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

(3) *Payment for Work on Certain Days.*—Double the wages prescribed in this clause shall be paid to an employee in respect of all time worked by him on a Sunday until the usual starting time on the following day, and when work is performed on Good Friday, May Day, Christmas Day or New Year's Day, the employee shall be paid at the rate prescribed in this clause in respect of the total period worked on each such day until the usual starting time on the following day, in addition to the holiday payment due in terms of clause 22. Any amount due to an employee in terms of this sub-clause shall be paid to him with his weekly remuneration.

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

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

(5) *Cost of Living Allowances.*—In addition to the wages prescribed in this Agreement, employees for whom wages are prescribed in clause 4 (1) (a) (i) shall be paid a cost of living allowance of 11s. per week, and employees for whom wages are prescribed in clause 4 (1) (a) (ii) shall be paid a cost of living allowance of 25s. 9d. per week.

Such allowances shall be paid at the same time as the employee's ordinary remuneration.

The cost of living allowance payable in terms of this sub-clause shall include the allowances prescribed in War Measures No. 43 of 1942, as amended, 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 piece-work basis is prohibited.

6. PAYMENT OF WAGES AND OVERTIME.

(1) Wages and earnings for overtime shall be paid in cash weekly on Fridays or on termination of employment if this takes place before the ordinary pay-day of the employer.

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

(3) Subject to the provisions of clause 18 of this Agreement, no deductions shall be made from the amounts due to employees in respect of wages, cost of living allowance or remunerations for overtime work, provided that where an employer is compelled by any law, ordinance or legal process to make any payment on behalf of an employee, an amount so paid may be deducted.

7. HOURS OF WORK.

(1) The ordinary hours of work of employees other than daily paid unskilled labourers shall not exceed—

(a) in the case of unskilled and skilled labourers: 44 hours per week from Mondays to Fridays inclusive, and 8 hours 48 minutes per day;

(b) in the case of all other employees: 42 hours per week from Mondays to Fridays inclusive, and 8 hours 24 minutes per day.

"vakman", 'n ander werknemer as 'n vakleerling of minderjarige, of halfgeskoolde arbeider, of ongeskoolde arbeider, wat in een of meer van die vakke of onderafdelings daarvan soos genoem in die woordbepaling van "bounywerheid" in diens is;

"minderjarige", 'n werknemer wat in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is, in diens is gedurende die proeftydperk soos kragtens dié Wet voorgeskryf.

4. LONE.

(1) (a) Behalwe soos bepaal in subklousules (1) (b), (2), (3), (4) van hierdie klousule van hierdie Ooreenkoms, kan geen laer lone as die volgende, gelees tesaam met die orige bepaling van hierdie klousule, deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:—

(i) Ongeskoolde arbeiders: 7½d. per uur.

(ii) Geskoolde arbeiders: 1s. 9d. per uur.

(iii) Vakmante in alle bedrywe: 3s. 5d. per uur.

(b) *Differensiële lone.*—'n Werknemer wat op een dag twee of meer soorte werk verrig waarvoor verskillende lone betaal moet word, moet vir alle ure wat hy op 'n bepaalde dag werk, betaal word teen die hoogste loon wat ingevolge paragraaf (a) van hierdie subklousule betaal moet word.

(2) (a) Behoudens paragraaf (b) van hierdie subklousule, kan 'n ambagsgesel toegestaan word om na voltooiing van sy vakleerlingtermyn vir ses maande te werk teen minstens 70 persent van die loon soos in subklousule (1) van hierdie klousule vir 'n werknemer in sy bedryf vasgestel, en daarna vir nog 'n tydperk van ses maande teen minstens 80 persent van die genoemde loon.

(b) Toestemming om teen 'n laer skaal as wat in paragraaf (a) van hierdie subklousule genoem word, te werk, kan alleen na goeddunke deur die Raad verleen word.

(3) *Betaling vir werk op sekere dae.*—Dubbel die loon soos in hierdie klousule voorgeskryf, moet aan 'n werknemer betaal word vir alle tyd wat hy op Sondag tot die gewone begintyd op die volgende dag werk, en as op Goeie-Vrydag, Meidag, Kersdag, of Nuwejaarsdag gewerk word, moet die werknemer benewens die verlofbetaling wat kragtens klousule 22 verskuldig is, vir die totale tydperk wat hy op elk van die dae tot die gewone begintyd op die volgende dag werk, betaal word teen die skaal soos in hierdie klousule voorgeskryf. Elke bedrag wat ingevolge hierdie subklousule aan 'n werknemer verskuldig is, moet tegelyk met sy weeklikse besoldiging aan hom betaal word.

(4) *Gevaarlike werk.*—Benewens die minimum loon wat voorgeskryf word, moet 'n werkgever aan sy werknemers minstens tien persent van die loon ten opsigte van elke uur of gedeelte van 'n uur waarin werknemers gevaarlike werk verrig, betaal. Gevaarlike werk beteken die plaas van alle stutte onder geboue of bouwerke, werk in ou rioolslote, swaaisteiers, toustoele of watter werk ookal wat op meer as 40 voet bekend die grond verrig word.

(5) *Lewenskostoelae.*—Benewens die lone in hierdie Ooreenkoms voorgeskryf, moet werknemers vir wie lone by klousule 4 (1) (a) (i) voorgeskryf word, 'n lewenskostoelae van 11s. per week betaal word, en werknemers vir wie lone by klousule 4 (1) (a) (ii) voorgeskryf word, moet 'n lewenskostoelae van 25s. 9d. per week betaal word.

Die genoemde lewenskostoelae moet tegelyk met die werknemer se gewone besoldiging betaal word.

Die lewenskostoelae wat kragtens hierdie subklousule betaalbaar is, sluit die toelae in wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word, met dien verstande dat in gevalle waar die toelae wat kragtens hierdie subklousule betaalbaar is minder is as dié wat in die genoemde Oorlogsmaatreël voorgeskryf word, laasgenoemde toelae betaal moet word.

5. STUKWERK.

Geen werk op 'n stukwerk-basis mag deur werkgevers uitgegee of deur werknemers verrig word nie.

6. BETALING VAN LONE EN OORTYD.

(1) Loon en oortydverdienste moet weekliks op Vrydag, of by beëindiging van diens as dit voor die gewone betaaldag van die werknemer val, kontant betaal word.

(2) Loon en oortydverdienste moet aan die werknemers oorhandig word in 'n geslote kovert waarop die naam van die werknemer, werkgever, die getal ure gewerk, kortings wat misken afgetrek is, en die ingeslote bedrag vermeld staan.

(3) Behalwe soos bepaal in klousule 18 van hierdie Ooreenkoms, kan van die bedrae wat aan 'n werknemer verskuldig is vir loon, lewenskostoelae, of verdienste vir oortydwerk, geen kortings afgetrek word nie; met dien verstande dat as 'n werkgever kragtens enige wet, ordonnansie, of regseding verplig is om ten behoeve van 'n werknemer 'n betaling te doen die bedrag wat aldus betaal word, afgetrek kan word.

7. WERKURE.

(1) Die gewone werkure van werknemers, behalwe ongeskoolde arbeiders wat by die dag betaal word, mag nie onderstaande te bowe gaan nie:—

(a) In die geval van ongeskoolde en geskoolde arbeiders: 44 uur per week van Maandae tot en met Vrydae, en 8 uur 48 minute per dag;

(b) In die geval van alle ander werknemers: 42 uur per week van Maandae tot en met Vrydae, 8 uur 24 minute per dag.

(2) An employer shall not require or allow an employee to work and an employee shall not work during the period 12 noon and 1 p.m. on any working day, provided further that no employer shall require or allow an employee to work and no employee shall work for longer than 5 hours without observing an uninterrupted break of at least one hour.

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

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

(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 Sundays, May Day, Good Friday or Christmas Day, either on his own account or on behalf of any person or persons unless the consent of the Council has first been obtained in writing.

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

(6) The following transport allowance and/or allowance for sleeping accommodation shall be paid for by an employer to an employee sent by him to work on a country job unless the employer is able to supply suitable transport to and from the job:—

- (a) When an employee can reasonably be said to, and does return to his home every day, return second class rail fare daily; only time worked on job will be paid for.
- (b) When an employee can reasonably be said to be unable to return to his home daily—
 - (i) second class rail 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 shall be paid for at the hourly rate of wage for the employee concerned as prescribed in clause 4, and half the hourly rate of wage for the time travelling after the ordinary working hours;
 - (ii) suitable sleeping accommodation in proximity to the place of work or an allowance of 10s. per day in lieu thereof.

8. OVERTIME.

(i) An employer shall not require or allow any employee to work overtime except—

- (a) in cases of emergency work;
- (b) on essential work;
- (c) where the exigencies of the particular case demand that work be performed with greater rapidity than would be possible by working the hours prescribed in or as may be laid down in accordance with clause 7 of this Agreement and when consent of the Council shall be obtained in writing.

(2) Subject to the provisions of sub-clause (3) of clause 4 of this Agreement, overtime shall be paid for at 1½ times the wages prescribed in clause 4 of this Agreement for any time up to 4 hours worked in excess of the hours prescribed in or as may be laid down in accordance with clause 7 of this Agreement, and double such wages thereafter for every hour or part of an hour worked, until the usual starting time the following day.

9. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating an engagement with an employer, and any employer desirous of terminating the services of an employee shall give, in the case of carpenters and joiners, not less than 2 hours notice, and in the case of other employees, not less than 1 hour's notice; of such termination of employment to the employer or employee, as the case may be, provided that employment shall not in any case terminate before the finishing time prescribed in or as may be laid down in accordance with clause 8 of this Agreement.

(2) An employee engaged as a carpenter or joiner, shall, during the period of notice referred to in sub-clause (1) of this clause, be allowed to put his tools in working order.

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

(2) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om gedurende die tydperk 12-uur middag en 1 nm. op enige werkdag te werk nie en 'n werknemer mag nie gedurende dié tydperk werk nie; voorts met dien verstande dat geen werk-gewer van 'n werknemer mag vereis of hom toelaat om vir langer as 5 uur te werk en geen werknemer mag vir langer werk sonder om 'n ononderbroke ruspoos van minstens een uur na te kom nie.

(3) (a) 'n Werkgewer kan werknemers in diens neem om in 'n tweeskofstelsel of drieskofstelsel binne 'n tydperk van 24 uur te werk, ewewel met dien verstande dat geen werknemer egter meer as een skof binne 'n tydperk van 24 uur mag werk nie, behalwe op die voorwaardes soos in klousule 8 van hierdie Ooreenkoms voorgeskryf.

(b) As drie skofte gewerk word, moet een skof gewerk word binne die tyd soos in subklousule (1) van hierdie klousule voorgeskryf. Ingeval net twee skofte gewerk word, moet 'n werknemer vir die eerste skof nie voor 6 vm. begin met werk of na 3 nm. sy werk staak nie, of vir die tweede skof nie voor 3 nm. begin met werk of na 12-uur middernag sy werk staak nie; 'n werknemer wat 'n ander skof werk as tussen die ure soos in subklousule (1) voorgeskryf, of wat kragtens subklousule (2) voorgeskryf kan word, moet die loon betaal word en ontvang wat kragtens klousule 4 van hierdie Ooreenkoms betaalbaar is, plus 10 persent.

(4) Geen werknemer mag terwyl hy by 'n werk-gewer in diens is, werk in die bounywerheid werf, onderneem, of verrig nie, hetsy vir besoldiging of nie, buite die ure wat in hierdie klousule voorgeskryf word of kragtens hierdie klousule voorgeskryf kan word, of op Sondag, Meidag, Goëie-Vrydag, of Kersdag, hetsy vir eie rekening of ten behoeve van 'n persoon of persone, tensy met voorafgaande skriftelike toestemming van die Raad.

(5) Op Meidag en Goëie-Vrydag mag nie gewerk word nie, tensy die Raad van te vore skriftelik in kennis gestel is van die werk-gewer se voorneme om op dié dae te werk.

(6) Die onderstaande vervoertoelae en/of toelae vir slaapplek moet deur 'n werk-gewer aan 'n werknemer wat hy uitgestuur het om 'n werk op die platteland te verrig, betaal word, tensy die werk-gewer in staat is om geskikte vervoer na en van die werk te verskaf:—

- (a) Wanneer daar redelikerwys van 'n werknemer gesê kan word dat hy in staat is om elke dag na sy huis terug te keer en dit ook werklik doen, 'n tweedeklas-retoerkaartjie daagliks; slegs vir tyd wat aan die werk bestee word, sal betaal word.
- (b) Wanneer daar redelikerwys van 'n werknemer gesê kan word dat hy nie in staat is om daagliks na sy huis terug te keer nie—
 - (i) 'n tweedeklas-spoorwegkaartjie na en van die werkplek, onderskeidelik aan die begin en die einde van die werk.
 - (ii) geskikte slaapplek naby die werkplek of in plaas daarvan 'n toelae van 10s. per dag.

8. OORTYD.

(1) 'n Werk-gewer kan nie van 'n werknemer vereis of hom toestaan om oortyd te werk nie, behalwe—

- (a) in die geval van noodwerk;
- (b) vir noodsaaklike dienste; en
- (c) waar die vereistes van die bepaalde geval dit noodsaaklik maak dat die werk met groter spoed uitgevoer word as moontlik sou wees as die ure gewerk word soos voorgeskryf in, of soos voorgeskryf kan word kragtens klousule 7 van hierdie Ooreenkoms en as van die Raad skriftelik toestemming verkry is.

(2) Behalwe soos bepaal in subklousule (3) van klousule 4 van hierdie Ooreenkoms, moet vir oortyd betaal word teen 1½ maal die loon soos voorgeskryf in klousule 4 van hierdie Ooreenkoms, vir alle tye tot op 4 uur wat bo die ure soos voorgeskryf in of soos voorgeskryf kan word kragtens klousule 7, en daarna teen dubbel die loon vir elke uur of gedeelte van 'n uur wat tot die gewone begintyd op die volgende dag gewerk word.

9. DIENSBEEÏNDIGING.

(1) 'n Werknemer wat sy dienskontrak met 'n werk-gewer wil beëindig en 'n werk-gewer wat die dienskontrak met 'n werknemer wil beëindig, moet in die geval van timmermans en skrynwerkers minstens 2 uur diensopsegging en in die geval van ander werknemers minstens een uur diensopsegging vir beëindiging van die kontrak aan die werk-gewer of na gelang van die geval aan die werknemer gee; met dien verstande dat diens in geen geval voor die stakingstyd soos voorgeskryf in of soos voorgeskryf kan word kragtens klousule 8 van hierdie Ooreenkoms, kan eindig nie.

(2) 'n Werknemer wat as 'n timmerman of skrynwerker in diens is, moet gedurende die termyn van diensopsegging wat in subklousule (1) van hierdie klousule genoem word, toegestaan word om sy gereedskap vir gebruik gereed te maak.

(3) Geen diensopsegging word vereis tensy die betrokke werknemer minstens drie agtereenvolgende dae vir dieselfde werk-gewer gewerk het nie.

10. STORAGE AND PROVISION FOR TOOLS.

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops shall be insured by the employer against loss by fire.

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

(3) Employers shall provide, in the case of—

(a) *Carpenters*.—All cramps, handscrews, glue brushes, wrenches, crowbars, augers and bits over 12 in. long, and all hammers over 3 lb. and all saws for cutting corrugated asbestos and other materials of similar hardness.

(b) *Masons and Stonecutters*.

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

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

(iii) An employee to sharpen all tools.

(c) *Painters and Paper Hangers*.—All tools except putty knives, dusters and paperhanger's brushes and scissors.

(d) *Plasterers*.—Daggaboards and stands of suitable height, rollers, straight edges and special granolithic tools.

(e) *Plumbers and Gasfitters*.

(i) Machines used in shop or on job.

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

(iii) Screwing tackle, such as stocks, dies, tabs and ratchets.

(iv) Pipecutting tools and vices.

(v) Special and heavy caulking irons and pots (fire pots).

(vi) Metal pots and large ladles.

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

(viii) Soldering irons and blow lamps.

(ix) Files and hacksaw blades.

(x) Mandrills over 2 inches in diameter.

(xi) Rivet sets for No. 12 rivets and over, and grooving tools.

(xii) Sheet metal workers' mallets and heavy dressers.

(xiii) Punches over ¼ in. in diameter, hollow or solid.

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

(f) *Electricians*.—Large files, blow lamps, draw vices, large chisels, saw blades and screw cutting tools.

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

Employers and employees shall observe the following rules:—

(1) *Plaster Modelling Shop*.—An employer shall provide that the fitting of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

(2) *Concrete Work*.—Every employer shall employ an employee at the rate of not less than the highest rate per hour payable to journeymen who shall be continuously employed whilst concrete is placed *in situ* and it shall be the sole duty of this employee to supervise the other persons doing this class of work.

(3) (a) *Stone Work*.—Operations of stone turning and planing and of diamond and carborundum sawing machines shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

(b) Employees employed in fixing saw blades, setting stones ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

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

(d) An employee shall not be required to use stone which has been worked by an employee who received wages at a lower rate than prescribed in this Agreement for journeymen.

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

(4) *Scaffolding*.—An employee shall provide that all scaffolding be properly constructed of sound material and shall be erected by and under the supervision of a rigger or other employee, who shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

10. BÊREPLEK VIR EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkgewer moet op alle werke 'n geskikte plek vir wegsluit van gereedskap verskaf. Dit is nie op klein werkies van toepassing nie. Alle werknemers se gereedskap in werkplekke moet deur die werkgewer teen verlies deur brand versker word.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap verskaf. As geen slypstene op die werk verskaf word nie, moet die timmermans en skrynwerkers voldoende tyd en geleentheid toegestaan word om voor hul diensbeëindiging hul gereedskap weer gereed vir werk te maak.

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

(a) *Timmermans*.—Alle klemme, handskroewe, lymkwaste, skroefslutels, koevoete, bore en boorysters oor 12 duim lank en alle hamers oor 3 pond en alle sae vir die saag van geriffelde asbes en ander materiaal van gelyke hardheid.

(b) *Klipmesselaars en kliphouers*.

(i) Gereedskap vir bewerking van graniet of harde klip en klou hamers;

(ii) geskikte afdakke vir kliphouers, met 'n dak wat op minstens 10 vt. hoogte is. Hierdie bepaling is nie op klein werkies op bouerreine van toepassing nie;

(iii) 'n werknemer om alle gereedskap skerp te maak.

(c) *Skilders en plakkers*.—Alle gereedskap, behalwe skildersmesse, stoffers en plakkerskwaste en -skêre.

(d) *Pleisteraars*.—Daggaborde en steiers van geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granolietwerk.

(e) *Loodgieters en gasaanleërs*.

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

(ii) Bankaambeelde en klinkstawe en boorysters van alle groottes.

(iii) Skroefsnygereedskap, soos snyblokke, tappe, bandjies en palratte.

(iv) Pypsnygereedskap en bankskroewe.

(v) Spesiale en swaar kalfaatysters en potte (vuurpotte).

(vi) Smeltpotte en groot gietlepele.

(vii) Beitel, deurslaners en muurpenne langer as 9 duim.

(viii) Soldeerysters en blaaslampe.

(ix) Vyle en ys ersaaglemme.

(x) Skroefspille van meer as 2 duim deursny.

(xi) Klinkstelle vir klinknaels no. 12 en groter, en groefgereedskap.

(xii) Hamers en plethamers vir metaalplaatwerkers.

(xiii) Deurslaner van meer as ¼ duim deursny, hol of solied.

(xiv) Skroefslutels en tange van langer as 12 duim.

(f) *Elektrisiërs*.—Groot vyle, blaaslampe, spanskroewe, groot beitel, saaglemme en skroefsnygereedskap.

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

Werkgewers en werknemers moet die volgende reëls nakom:—

(1) *Pleisteraarmodelleerwerkwinkel*.—'n Werkgewer moet sorg dat die pas van vorms gedoen word onder voldoende toesig van 'n werknemer wat minstens die standaardloonskaal soos in hierdie Ooreenkoms vir vakmanne vasgestel, betaal moet word.

(2) *Betonwerk*.—Elke werkgewer moet 'n werknemer in diens hê teen die skaal van minstens die hoogste uurskaal wat aan 'n vakman betaal moet word en wat voortdurend in diens moet wees terwyl beton *in situ* gestort word en dit is die werknemer se enigste plig om toesig te hou oor ander persone wat hierdie werk verrig.

(3) (a) *Klipwerk*.—Bedieners van klipdraaibank- en klipskaaf- en van diamant- en karborundsaagmasjiene moet minstens betaal word teen die standaardloonskaal soos in hierdie Ooreenkoms vir vakmanne vasgestel.

(b) Werknemers wat saaglemme insit, klippe gereedstel om gesaag te word, en alle klippe gereedmaak en gelykstel vir poleermasjiene, moet minstens teen die standaardloonskaal soos in hierdie Ooreenkoms vir vakmanne vasgestel, betaal word.

(c) Klipmesselaarsstellasies moet minstens ses voet van mekaar staan en gedurende werkure mag geen stof met die uitblaaspyp of met ander lug weggeblaas word nie.

(d) Van geen werknemer kan vereis word om klip wat bewerk is deur 'n werknemer wat laer lone ontvang het as dié soos in hierdie Ooreenkoms vir vakmanne vasgestel, te gebruik nie.

(e) Alle ru-gevormde klip moet op die werkgewer se werf of op die werk afgewerk word, maar kan by die steengroewe alleen met behulp van 'n splythamer kleiner gemaak word. As die werkgewer se werf by die steengroewe geleë is, moet dit op redelik veilige afstand van die groewe se werkfront geleë wees.

(4) *Steiers*.—'n Werkgewer moet sorg dat alle steiers behoorlik uit sterk materiaal gemaak word en opgerig word deur en onder toesig van 'n takelaar of ander werknemer, wat minstens die standaardloon soos in hierdie Ooreenkoms vir vakmanne vasgestel, betaal moet word.

- (5) *Concrete Mixers, Mortar Mills or Similar Machines.*—Every employer shall employ a semi-skilled labourer for each concrete mixer, a mortar mill or similar machine in use, who shall be continuously employed whilst concrete or mortar is being mixed or ground, and it shall be the sole duty of this employee to supervise the operation of any machine used for this purpose.

12. WET WEATHER SHELTER.

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

13. LATRINES.

Proper sanitary accommodation shall be provided on all jobs for Europeans and non-Europeans separately.

14. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at noon and in the afternoon. No employee may leave the position where he is working for tea in the morning or afternoon.

15. WORKING EMPLOYER OR PARTNER.

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

16. ADMINISTRATION OF AGREEMENT.

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

17. EXEMPTIONS.

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

(2) The Council shall have the power to fix for a period not exceeding 12 months the conditions subject to which an exemption shall operate.

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

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

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

(6) A copy of each licence of exemption shall be forwarded by the Council's Secretary to the Divisional Inspector, Department of Labour, P.O. Box 332, Kimberley.

18. EXPENSES OF THE COUNCIL.

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

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

19. NOTICE BOARD.

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

20. AGENTS.

The Council shall appoint specified persons to assist in giving effect to the terms of this Agreement, and it shall be the duty of any employer or employee in the Building Industry to permit such persons to institute such enquiries and to examine such books or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

21. EMPLOYMENT OF JUVENILES.

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

22. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Every employee shall be granted 14 consecutive days' leave in respect of each year, calculated from the Friday of the week prior to the week in which Christmas Day falls.

- (5) *Betonmengers, mortelmeule of dergelijke masjiene.*—Elke werkgever moet vir elke betonmenger, mortelmeul, of dergelijke masjien wat gebruik word 'n halfgeskoolde arbeider in diens hê wat voortdurend in diens moet wees terwyl beton of mortel gemeng of gemaal word en dit is die werknemer se enigste plig om toesig te hou oor die bedien van enige masjien wat vir daardie doel gebruik word.

12. BESKUTTING TEEN NAT WEER.

Op elke terrein waar bouwerkzaamhede verrig word, moet werkgevers voorsiening maak vir behoorlike beskutting waar die werknemers tydens nat weer kan skuil.

13. LATRIENE.

Behoorlike afsonderlike sanitasiegeriewe vir blankes en nie-blankes moet op alle werkplekke verskaf word.

14. VERVERSINGS.

Elke werkgever moet 'n persoon verskaf wat in die môre, om 12-uur middag en in die namiddag tee kan maak vir sy werknemers. Geen werknemer mag vir môre- of namiddag tee die plek waar hy aan die werk is, verlaat nie.

15. WERKENDE WERKGEWER OF VENNOOT.

Elke werkende werkgever en/of vennoot moet die werkure nakom wat in of kragtens die bepalings van hierdie Ooreenkoms voorgeskryf word.

16. TOEPASSING VAN OOREENKOMS.

Die raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgevers en werknemers meningsuitsprake uitvaardig wat nie met die bepalings hiervan strydig is nie.

17. VRYSTELLINGS.

(1) Die Raad kan om goeie en voldoende rede aan enige persoon of persone skriftelike vrystelling van elke bepaling van hierdie Ooreenkoms verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes waarop 'n vrystelling van krag sal wees vir 'n termyn van hoogstens twaalf maande vas te stel.

(3) 'n Vrystellingsertifikaat wat deur die voorsitter en die sekretaris van die Raad onderteken is, moet aan elke vrystelde persoon uitgereik word. 'n Vrystellingsertifikaat is net vir die gebied waarvoor dit uitgereik is, geldig.

(4) 'n Vrystellingsertifikaat kan te eniger tyd gedurende die termyn waarvoor dit verleen is, deur die Raad gewysig of herroep word.

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

(6) 'n Afskrif van elke vrystellingsertifikaat moet deur die Sekretaris van die Raad aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 332, Kimberley, gestuur word.

18. UITGAWES VAN DIE RAAD.

(1) Ten einde te voorsien in die uitgawes van die Raad, moet elke werkgever weekliks 9 pennies aftrek van die verdienste van elk van sy werknemers, behalwe vakleerlinge, vir wie lone voorgeskryf is in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms: Met dien verstande dat die bepalings van hierdie klousule nie op 'n werknemer wat minder as twee dae in een week vir dieselfde werkgever gewerk het, van toepassing is nie, en by die bedrag aldus afgetrek moet die werkgever 'n gelyke bedrag bydra.

(2) Alle bedrae wat ooreenkomstig die bepalings van sub-klousule (1) van hierdie klousule betaal moet word, moet saam met 'n opgaaf wat die getal werknemers in diens en hul vakke aantoon, uiterlik die sewende dag van elke maand ten opsigte van die verskuldigde bedrae vir die vorige maand aan die Sekretaris van die Raad opgestuur word.

19. KENNISGEWINGSBORDE.

Elke werkgever en alle werkgevers wat in vennootskappe werk, moet oral waar deur hom of hulle bouwerkzaamhede uitgevoer word, op 'n opvallende plek vir die publiek 'n kennisgewingsbord oprig wat die volle naam en besigheidsadres van die werkgever, of vennootskap, vermeld.

20. AGENTE.

Die Raad moet bepaalde persone aanstel om te help by die toepassing van die bepalings van hierdie Ooreenkoms en elke werkgever en elke werknemer in die bouwyerheid is verplig om die genoemde persone toe te staan om sulke navrae te doen en sulke boeke en dokumente te ondersoek wat nodig mag wees om te kan vasstel of die bepalings van hierdie Ooreenkoms nagekom word.

21. IN DIENS HÊ VAN JEUGDIGES.

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

22. JAARLIKSE VERLOF EN PUBLIEKE VAKANSIEDAE.

(1) Aan elke werknemer moet 14 agtereenvolgende dae verlof ten opsigte van elke jaar toegestaan word, bereken van die Vrydag van die week voor die week waarbinne Kersdag val.

(2) Christmas Day and New Year's Day shall be added to the 14 days' annual leave granted in terms of sub-clause (1) as a further period of leave.

(3) Every employee shall be granted annual leave for a period commencing at 5 p.m. on the Friday of the week prior to the week in which Christmas Day falls and terminating after 16 full days from the commencement of the leave period.

(4) No employer shall require an employee to, and no employee or working partner shall perform any work during the holiday period 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 on full pay, namely, May Day and Good Friday.

(6) Annual leave and public holidays due to an employee shall be paid for in accordance with the provisions of sub-clause (7), except May Day and Good Friday which shall be paid for on the pay-day of the week in which they fall.

(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 one shilling 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 5th December and the Friday preceding Christmas Day the amounts payable in terms of this clause may 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 period one penny in respect of each hour worked by that employee during the year, or part of the year, referred to in sub-clause (1), provided that in the event of an increase or decrease in cost of living allowance under War Measure No. 43 of 1942, as amended, the hourly rate herein specified be correspondingly adjusted to ensure always that the holiday pay be not less than the prescribed wage plus cost of living allowance; provided further that in the event of employees whose contracts of employment are terminated prior to the last pay-day preceding the commencement of the holiday period the employer shall pay to such employees an amount of not less than one penny in respect of each hour worked for such employer during the year preceding such holiday period;

(c) pay to each apprentice in his employ on the last pay-day prior to the commencement of the holiday period, two weeks' pay, and to pay to each apprentice who is required to work on Good Friday or May Day not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the ordinary remuneration: Provided that in the event of apprentices whose contracts of employment are terminated prior to the last pay-day preceding the commencement of the holiday period the employer shall pay to such apprentices an amount of not less than one-sixth of the weekly wage in respect of each completed month of employment during the year preceding such holiday period;

(d) pay to each unskilled labourer in his employ on the last pay-day prior to the commencement of the holiday period one halfpenny in respect of each hour worked by that employee during the year or part of the year, referred to in sub-clause (1), provided that in the event of an increase or decrease in cost of living allowances under War Measure No. 43 of 1942, as amended, the hourly rate herein specified be correspondingly adjusted to ensure always that the holiday pay be not less than the prescribed wage plus cost of living allowance, provided further that in the event of employees whose contracts of employment are terminated prior to the last pay-day preceding the commencement of the holiday period the employer shall pay to such employees an amount of not less than one-sixth of the weekly wage in respect of each completed month of employment during the year preceding such holiday period.

(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 amount 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 "Building Industry Holiday Fund". The Council shall issue to employers stamps for all amounts so paid.

(10) The employer shall in respect of the amount 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

(2) Kersdag en Nuwejaarsdag moet as 'n verdere verloftydperk bygevoeg word by die 14 dae jaarlikse verlof wat kragtens subklousule (1) toegestaan word.

(3) Aan elke werknemer moet jaarlikse verlof toegestaan word vir 'n tydperk wat om 5 nm. op die Vrydag van die week voor die week waarbinne Kersdag val, begin en na 16 volle dae van die aanvang van die verloftydperk af, eindig.

(4) Geen werkgewer kan van 'n werknemer vereis en geen werknemer of werkende vennoot is toegestaan om gedurende die vakansietydperk soos in subklousule (3) voorgeskryf, werk te verrig nie.

(5) Benewens die jaarlikse verlof en publieke vakansiedae wat in subklousules (1) en (2) genoem word, moet werknemers nog twee publieke vakansiedae met volle betaling toegestaan word, nl. Meidag en Goeie-Vrydag.

(6) Vir jaarlikse verlof en publieke vakansiedae wat aan 'n werknemer verskuldig is, moet ooreenkomstig die bepalings van subklousule (7) betaal word, behalwe vir Meidag en Goeie-Vrydag waarvoor op die betaaldag in die week waarin hulle val, betaal moet word.

(7) Elke werkgewer moet—

(a) weekliks ten behoeve van elke werknemer by hom in diens vir wie in paragraaf (iii) van klousule 4 (1) (a) lone voorgeskryf word, aan die Raad 'n bedrag van 3d. betaal vir elke uur wat die werknemer elke week gewerk het met uitsondering van oortyd of tyd wat op Sondag of die publieke vakansiedag wat in subklousules (2) en (5) van hierdie klousule genoem word: Met dien verstande dat breuke van een shilling in die totale bedrag tesaam met sy weeklikse besoldiging aan die werknemer uitbetaal moet word: Voorts, met dien verstande dat vir die tyd wat gewerk word gedurende die tydperk tussen 5 Desember en die Vrydag voor Kersdag, die bedrae wat ingevolge hierdie klousule aan die werknemer betaalbaar is, saam met sy weeklikse besoldiging aan hom betaal kan word;

(b) aan elke geskoolde arbeider in sy diens op die laaste betaaldag voor die aanvang van die verloftydperk, een pennie betaal ten opsigte van elke uur wat die werknemer gedurende die jaar of gedeelte van die jaar wat in subklousule (1) vermeld word, gewerk het: Met dien verstande dat in die geval van 'n verhoging of verlaging van die lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, die uurskaal wat hierin bepaal word ooreenkomstig gewysig moet word sodat altyd verseker word dat die verlofbetaling nie minder as die voorgeskrewe loon plus lewenskostoelae is nie; voorts met dien verstande dat in die geval van werknemers wie se dienskontrakte beëindig word voor die laaste betaaldag wat die aanvang van die vakansietydperk voorafgaan, die werkgewer aan dié werknemers 'n bedrag betaal van minstens een pennie ten opsigte van elke uur wat hulle vir dié werkgewer gedurende die jaar wat die vakansietydperk voorafgaan, gewerk het.

(c) aan elke vakleerling in sy diens op die laaste betaaldag voor die aanvang van die verloftydperk twee weke se loon betaal, en aan elke vakleerling van wie vereis word om op Goeie-Vrydag of Meidag te werk, ten opsigte van die totale tydperk wat op sulke dag gewerk word, minstens sy gewone skaal van besoldiging benevens sy gewone besoldiging, betaal; met dien verstande dat in die geval van vakleerlinge wie se dienskontrakte beëindig word voor die laaste betaaldag wat die aanvang van die vakansietydperk voorafgaan die werkgewer aan dié vakleerlinge 'n bedrag moet betaal van minstens een-sesde van die weekloon ten opsigte van elke voltooidde maand diens gedurende die jaar wat die vakansietydperk voorafgaan.

(d) aan elke ongeskoolde arbeider in sy diens op die laaste betaaldag voor die aanvang van die verloftydperk een halwe pennie betaal ten opsigte van elke uur wat die werknemer gedurende die jaar of gedeelte van die jaar wat in subklousule (i) vermeld word, gewerk het; met dien verstande dat in die geval van 'n verhoging of verlaging van die lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, die uurskaal wat hierin bepaal word ooreenkomstig gewysig moet word sodat altyd verseker word dat die verlofbetaling nie minder as die voorgeskrewe loon plus lewenskostoelae is nie; voorts met dien verstande dat in die geval van werknemers wie se dienskontrakte beëindig word voor die laaste betaaldag wat die aanvang van die vakansietydperk voorafgaan, die werkgewer aan dié werknemers 'n bedrag moet betaal van minstens een-sesde van die weekloon ten opsigte van elke voltooidde maand diens gedurende die jaar wat die vakansietydperk voorafgaan.

(8) Op versoek van die werknemer kan die bedrag wat aan die Raad betaal moet word ingevolge die bepalings van subklousule (7) (a) met 'n korting van sy lone vermeerder word.

(9) Die bedrae wat aan die Raad betaal word ingevolge subklousule (7) (a), moet deur die Raad ten behoeve van die betrokke werknemer bewaar word en inbetaal word in 'n fonds wat bekend sal staan as „Die Verloffonds vir die Bounywerheid". Die Raad moet aan die werkgewer seëls uitreik vir alle bedrae wat aldus betaal word.

(10) Die werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (7) (a) aan die Raad moet betaal, op elke betaaldag aan elk van sy betrokke werknemers seëls, wat hy met sy naam en die datum gekanselleer het, uitreik tot die

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. A charge of 1s. per book shall be made to the employee.

(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) As early as possible after the 5th December, each year, each employee shall deposit his contribution book with the Secretary of the Council 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 made.

(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 deposited with the Council.

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

23. UNSKILLED LABOUR.

In addition to the provisions of this Agreement applicable to the employees classified as "unskilled labourers" in clause 3 hereof, the provisions of Determination No. 104 for Unskilled Labour, Kimberley, published under Government Notice No. 2127, dated 23rd October, 1942, shall apply to this particular type of employee, subject to the exclusion of clauses 6, 7 and 8 of the Determination and the substitution of the following in the place of the above-mentioned clauses:—

(1) Clause 22 of this Agreement in the place of clauses 6 and 8 of the Determination.

(2) The following new clause in the place of clause 7 above:—

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

24. UNION ORGANIZERS.

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

25. LABOUR ONLY CONTRACT.

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

Signed at Kimberley on behalf of the Council on this 12th day of January, 1951.

K. H. RAMSAY, *Chairman*.
J. B. KELLY, *Vice-Chairman*.
C. J. MULLER, *Secretary*.

waarde van sulke bydraes en kortings, en elke werknemer moet die seëls inplak in 'n bydraersboekie wat hy van die sekretaris van die Raad moet verkry en wat hy moet behou. Aansoek om 'n bydraersboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is en wat die werknemer moet invul met sy volle naam, adres en vak en met sy gewone handtekening moet onderteken. Die werknemer moet 'n bedrag van 1s. per boek betaal.

(11) Die seëls wat in subklousule (10) genoem word moet deur die werkgewer van die Raad verkry word en die werkgewer moet te alle tye 'n voldoende hoeveelheid seëls in voorraad hou; met dien verstande dat 'n werkgewer van die Raad terugbetaling kan verkry van die waarde van alle ongebruikte seëls.

(12) So spoedig moontlik na 5 Desember van elke jaar moet elke werknemer sy bydraersboekie by die sekretaris van die Raad indien teen oorhandiging van 'n kwitansie en die Raad moet die bedrag vasstel wat aan die werknemer verskuldig is soos dit deur die waarde van die seëls wat in sy bydraersboekie ingeplak is, aangetoon word en moet die werknemer die betrokke bedrag op 'n datum nie later as die dag voor die aanvang van die verloftydperk nie, uitbetaal. Betaling moet per tjek op naam van die werknemer gedoen word en geen order of magtiging vir betaling aan 'n ander persoon sal erken word nie.

(13) Die Raad is nie vir uitbetaling ten opsigte van seëls ingevolge subklousule (10) van hierdie klousule aan werknemers uitgereik, aanspreeklik nie, tensy sulke seëls ingeplak is in 'n bydraersboekie wat by die Raad ingedien is.

(14) Geen werknemer is geregtig om van die Raad betaling te eis nie van die waarde van seëls wat hy ontvang het voor die datum wat in subklousule (12) van hierdie klousule bepaal is. In die geval van oorlyde van 'n werknemer, moet die bedrag wat aan hom uit die voornoemde fonds verskuldig is aan sy boedel uitbetaal word teen oorhandiging van sy bydraersboekie aan die Raad.

(15) Alle gelde wat deur die Raad op krediet van die Verlof-fonds vir die 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 alle rente wat op sulke beleggings gekweek word, is die alleenbesit van die Raad by wyse van vergoeding vir die beheer van die Fonds. Geen werkgewer of werknemer het aanspraak op sulke rente nie en ewemin is hulle vir bydraes tot die koste van beheer van die fonds verantwoordelik.

(16) Die bydraersboekie en seëls wat aan werknemers uitgereik word, is nie oordraagbaar en kan nie gesedeer of in onderpand gegee word nie. Seëls wat deur 'n persoon op 'n ander manier as ooreenkomstig hierdie Ooreenkoms verkry is, kan deur die Raad ten gunste van die Raadsfonds gekonfiskeer word.

23. ONGESKOLDE ARBEID.

Benewens die bepalings van hierdie Ooreenkoms wat op werknemers van toepassing is wat in klousule 3 hiervan as „ongeskoolde arbeiders" ingedeel is, is die bepalings van Loonvaststelling No. 104 vir Ongeskoolde Arbeid, Kimberley, gepubliseer by Goewermmentskennisgewing No. 2127 van 23 Oktober 1942, op hierdie spesiale klas werknemers van toepassing, behoudens uitsluiting van klousules 6, 7 en 8 van die loonvaststelling en die vervanging van die genoemde klousules deur die volgende:—

(i) Klousule 22 van hierdie Ooreenkoms in plaas van klousules 6 en 8 van die Loonvaststelling.

(ii) Die volgende nuwe klousule in plaas van bogenoemde klousule 7:—

„'n Werkgewer moet aan sy werknemer wat een maand diens by hom voltooi het en wat van die werk afwesig is weens siekte of ongeval nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeval waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is, een dag verlof vir elke volle maand diens by hom toestaan en moet hom vir elke sodanige dag loon betaal, bereken teen een-sesde van sy weekloon wat hy voor aanvang van sulke verlof ontvang het: met dien verstande, dat die werkgewer kan eis dat vir elke tydperk van afwesigheid waarvoor op betaling aanspraak gemaak word, 'n sertifikaat, deur 'n geregistreerde geneesheer onderteken, voorgelê word wat ten opsigte van elke tydperk van afwesigheid waarvoor op betaling aanspraak gemaak word die aard en duur van die siekte of ongeval vermeld: voorts met dien verstande dat, versuim om so'n sertifikaat op versoek voor te lê, die werkgewer vrystel van betaling ten opsigte van sodanige afwesigheid."

24. VAKVERENIGING-ORGANISEERDERS.

Vakvereniging-organiseerders moet toegelaat word om met hulle lede by hulle werk in aanraking te kom, met die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger of die voorman.

25. KONTRAK SLEGS VIR ARBEID.

Geen werkgewer mag werk op 'n grondslag van arbeid alleen uitgegee nie. Geen werknemer mag werk op dié basis verrig nie.

Namens die Raad, hede die 12de dag van Januarie 1951, in Kimberley onderteken.

K. H. RAMSAY, *Voorsitter*.
J. B. KELLY, *Onder-voorsitter*.
C. J. MULLER, *Sekretaris*.

* No. 1121.]

[11 May 1951.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

BUILDING INDUSTRY, KIMBERLEY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Building Industry published under Government Notice No. 1120 of the 11th May, 1951, 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.

* No. 1121.]

[11 Mei 1951.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, KIMBERLEY.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die ooreenkoms en kennisgewing in verband met die Bounywerheid bekendgemaak by Goewermentskennisgewing No. 1120 van 11 Mei 1951, nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

Statutes of the Union of South Africa, 1950

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