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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.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 491.]

[12 Maart 1954.

NYWERHEID-VERSOENINGSWET, 1937.

BOU- EN SKRYNWERKNYWERHEID, GEORGE.

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

(a) kragtens subartikel (1) soos toegepas deur subartikel (6) 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 Bou- en Skrynwerknywerheid, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het vir die werknemers wat lede van daardie vereniging is;

(b) kragtens subartikel (2) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 20 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrik George; en

(c) kragtens subartikel (4) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 20 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf genoemde tweede Maandag in die magistraatsdistrik George, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 491.]

[12 March 1954.

INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING AND JOINERY INDUSTRY, GEORGE.

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

(a) in terms of sub-section (1), as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Joinery Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the second Monday upon the employers who and trade Union which entered into the said Agreement and upon the employees who are members of that Union;

(b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 20 (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 two years from the said second Monday upon the other employers and employees engaged or employed in the said industry in the Magisterial District George; and

(c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Magisterial District of George and from the second Monday after the date of publication of this notice, and for the period ending two years from the said second Monday, the provisions contained in clauses 3 to 20 (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 of Labour.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAADOOREENKOMS VIR DIE BOU-
EN SKRYNWERKNYWERHEID.

OOREENKOMS

Ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Amalgamated Society of Woodworkers of South Africa aan die een kant, (hieronder „die werknemers” of „die vakvereniging” genoem), en die volgende werkgewers:—

- A. Jordaan, George;
- A. R. Sayers, George;
- B. Gelderbloem, George;
- Dan Grovers, George;
- H. Comay & Sons, George;
- H. Watts, George;
- M. W. Venter, George;
- Spykerman & Verhagen, George;
- Urbans Industries, George;

aan die ander kant (hieronder „die werkgewers” genoem).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die bou- en skrynwerknywerheid in die magistraatsdistrik George, Kaapprovinsie, nagekom word deur die werkgewers en die werknemers wat lede van die vakvereniging is en vir wie lone in klousule 4 (1) hiervan voorgeskryf word.

2. GELDIGHEIDSDEUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge die bepalings van artikel *agt-en-veertig* van die Wet vasstel, en bly van krag vir twee jaar van daardie datum af of vir enige ander tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkingen wat in hierdie Ooreenkoms gebesig en in die Nywerheid-versoeningswet, 1937, omskryf word, het dieselfde betekenis as in dié Wet, en enige verwysing na 'n wet omvat alle wysings van die wet; voorts, tensy dit strydig met die samehang is, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;
„ambagsman”, 'n werknemer, uitgesonderd 'n leerling of 'n werknemer wat masjienverk onder die toesig van 'n ambagsman doen, wat enigeen van die werksaamhede verrig wat in (1) (a) tot en met (1) (d) en (2) genoem word onder die woordomskrywing „Bou- en Skrynwerknywerheid”;

„Bou- en Skrynwerknywerheid”, die nywerheid waarin die werkewer en die werknemer geassosieer is vir die doel om geboue op te rig, te voltooi, te vernuwe, te herstel, te onderhou of te verander, en omvat alle werk wat verrig of uitgevoer word deur persone daarin wat in die volgende bedrywighede van ondersafdelings daarvan in diens is, maar omvat nie elektriese installering en werksaamhede wat daarvan in verband staan nie:—

(1) Ondergenoemde werk op die perseel van 'n gebou en wat 'n permanente en integrerende deel daarvan uitmaak:—

- (a) Skrynwerk, wat die maak, masjienvbewerking en insit van deure, venters, luuke, dakensters of enige ander vaste houtuitrusting omvat wat 'n permanente deel van 'n gebou uitmaak;
- (b) metaalwerk, wat die insit van staalplafonne, metaalvensters en metaaldeure omvat;
- (c) winkeluitrusting, wat die maak en insit van winkelfronte, vensterkaste, toonbanke, afskortings en permanente binnenshuise toebehore omvat;
- (d) houtwerk, wat timmerwerk, houtwerk, masjienvbewerking, houtdraai, houtsny, sinkplate aansit, klang- en akoestiekmateriaal, kurk- en asbestosisolasië, houtlatjies maak, komposisieplafon- en muurbedekking, muurroppe maak, blokkies-, hout-, kurk- en ander vloere omvat;

(2) Ondergenoemde werk wat van die terrein af gedoen word, en wat 'n permanente en integrerende deel van 'n gebou uitmaak:—

Skrynwerk, afskortings en binnenshuise toebehore volgens spesifikasies maak vir permanente installering in gespesifieerde geboue;

„plattelandse werk”, 'n werk binne die magistraatsdistrik George, maar nie binne 'n afstand van vyf myl langs die kortste roete van die Postkantoor, George, af nie;

„klein werkies”, 'n werk wat hoogstens sewe agtereenvolgende dae duur;

„leerling”, 'n werknemer wat een of meer van die werksaamhede verrig wat in die woordomskrywing van ambagsman omvat is, maar wat minder as vyf agtereenvolgende jare ondervinding as suks het; met dien verstande dat die uitdrukking „agtereenvolgende jare ondervinding” vir die toepassing van hierdie woordomskrywing 'n tydperk van afwesigheid van die werk af van hoogstens drie maande in 'n jaar insluit, wat veroorsaak is deur omstandighede buite die beheer van die werknemer;

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE
BUILDING AND JOINERY INDUSTRY.

AGREEMENT

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

The Amalgamated Society of Woodworkers of South Africa of the one part (hereinafter referred to as "the employees" or "the trade union") and the following employers:—

- A. Jordaan, George;
- A. R. Sayers, George;
- B. Gelderbloem, George;
- Dan Grovers, George;
- H. Comay & Sons, George;
- H. Watts, George;
- M. W. Venter, George;
- Spykerman & Verhagen, George;
- Urbans Industries, George;

of the other part (hereinafter referred to as "the employers").

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Building and Joinery Industry in the Magisterial District of George, Cape Province, by the Employers and those employees who are members of the trade union and for whom wages are prescribed in clause 4 (1) hereof.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act and shall remain in force for two years from that date or for such other period as may be determined by the Minister.

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 amendments of such Act; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“artisan” means an employee, other than a learner or an employee employed on machining under the supervision of an artisan, engaged in any of the operations referred to in (1) (a) to (1) (d) inclusive and (2) under the definition of “Building and Joinery Industry”;

“Building and Joinery Industry” means the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and shall include all work executed or carried out by persons therein who are engaged in the following activities or sub-divisions thereof, but shall not include electrical installation and operations incidental thereto:—

(1) The undermentioned work on the site of a building and constituting a permanent and integral portion thereof:—

(a) Joinery, which includes the making, machining and fixing of doors, windows, shutters, skylights or any other wooden fixtures which form a permanent part of a building;

(b) metal work, which includes the fixing of steel ceilings, metal windows and metal doors;

(c) shop fitting, which includes the making and fixing of shop fronts, window enclosures, counters, screens and permanent interior fittings and fixtures;

(d) woodworking which includes carpentry, wood-working, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, block, wood, cork and other flooring;

(2) The following work done off the site and which will form a permanent and integral portion of a building:—

Joinery, making of screens and interior fittings and fixtures to specification for permanent installation in specified buildings;

“country job” means a job within the Magisterial District of George, but not within a distance of five miles by the shortest route from the Post Office, George;

“jobbing work” means a job of not more than seven consecutive working days duration;

“learner” means an employee engaged in any one or more of the operations included in the definition of artisan, but who has had less than five consecutive years experience as such, provided that for the purposes of this definition the expression “consecutive years experience” shall include periods of absence from work, not exceeding three months in any year, caused by circumstances beyond the control of the employee;

(3) *Ruspouses.*—'n Werkewer moet aan elkeen van sy werkemers 'n ruspouse van minstens tien minute toestaan, so na as moontlik aan die middel van elkeoggend- en middagskof, en die werkemmer mag nie in hierdie pose verplig of toegelaat word om enige werk te doen nie, en die pose word as deel van die gewone werkure of oortydure beskou.

(4) *Oortyd.*—Alle tyd wat op 'n dag of in 'n week vir langer as die maksimum getal werkure, in subklousule (1) voorgeskryf, gewerk word, word as oortydure beskou.

(5) *Beperking op oortydure.*—'n Werkewer mag nie sy werkemmer verplig om langer as tien uur oortyd in 'n week te werk nie, en geen werkemmer mag vir langer as tien uur oortyd in 'n week werk nie.

(6) *Besoldiging vir oortydwerk.*—'n Werkewer moet besoldiging teen 'n skaal van minstens $1\frac{1}{2}$ maal sy gewone loonskaal vir die eerste vier uur oortydwerk op 'n dag aan 'n werkemmer betaal vir alle oortydwerk wat van Maandag tot Saterdag gedoen is, en daarna dubbel sy gewone loonskaal vir alle tyd wat gewerk word.

(7) *Besoldiging vir Sondae en Openbare Vakansiedae.*—(a) Wanneer 'n werkemmer ook al op 'n Sondag werk, moet sy werkewer hom minstens dubbel die besoldiging betaal wat ten opsigte van die tydperk wat hy gewoonlik in 'n weekdag werk, aan hom betaalbaar is, afgesien van die tyd wat hy op die Sondag gewerk het;

(b) as 'n werkemmer nie op Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkewer hom ten opsigte van daardie dag besoldiging betaal teen 'n skaal van minstens sy gewone besoldigingskaal, asof hy op daardie dag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het;

(c) as 'n werkemmer op Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werkewer hom benewens sy gewone loon vir die volle dag, teen minstens sy gewone loonskaal besoldig ten opsigte van die totale tydperk wat hy op die dag gewerk het; met dien verstande dat minstens die loon vir twee uur aan hom betaal moet word, afgesien van die tyd wat hy gewerk het.

(8) Terwyl 'n werkemmer in die diens van 'n werkewer is, mag hy nie werk in die Bou- en Skrywerknywerheid vra, onderneem of verrig nie, uitgesonderd werk vir sy werkewer of hy nou daarvoor besoldig word of nie, op Saterdae, Sondae, openbare vakansiedae, gedurende die jaarlikse verloftydperk wat in klousule 7 genoem word, en buite die gewone werkure wat in hierdie klousule voorgeskryf word, behalwe dat die werkewer slegs vir homself kan werk.

(9) Alle werkende werkewers en vennote moet die werkure hou wat in hierdie Ooreenkoms voorgeskryf is.

7. JAARLIKSE VERLOF.

(1) Onderworpe aan die bepalings van subklousule (2), moet 'n werkewer sy werkemmer ten opsigte van elke volle jaar diens by hom tien agtereenvolgende werkdae verlof toestaan, en hy moet ten opsigte van elke dag daarvan die werkemmer 'n bedrag betaal van minstens die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het, gedeel deur vyf.

(2) Die verlof wat in subklousule (1) genoem word, moet toegestaan word op 'n tyd wat die werkewer moet vasstel; met dien verstande dat—

(i) as die verlof nie reeds vroeër toegestaan is nie, dit gedurende Desember en/of Januarie elke jaar toegestaan moet word, en dit moet op die gewone ophoutyd van die besigheid van die werkewer begin;

(ii) die tydperk van die verlof nie mag saamval met enige tydperk waarin die werkemmer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie;

(iii) *pro rata* verlof toegestaan word aan 'n werkemmer wat aan die begin van die verlof wat in subklousule (1) genoem word, nog nie een jaar diens voltooi het nie, en hy moet ten opsigte van elke voltooide maand diens besoldig word teen minstens $\frac{1}{6}$ van die dagloon of teen $\frac{1}{6}$ van die weekloon waarop hy geregtig was onmiddellik voor die aanvang van die verlof;

(iv) as 'n openbare vakansiedag ten opsigte waarvan 'n werkemmer geregtig is op volle besoldiging, binne die verloftydperk val, nog 'n dag ter vervanging van elke vakansiedag per genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;

(v) die werkewer enige dag geleenthedsverlof wat met volle besoldiging of skriftelike versoek van die werkemmer toegestaan is in die loop van die jaar waarop die verlof betrekking het, van die tydperk van verlof kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van verlof wat in subklousules (1) en (2) genoem word, moet op of voor die laaste werkdag voor die datum waarop die verlof begin, betaal word.

(4) 'n Werkemmer wie se dienskontrak in die eerste of enige daarvolgende jaar diens by dieselfde werkewer eindig voor die verloftydperk opgeloop het wat in subklousule (1) genoem word, moet, behoudens die bepalings van die vyfde voorbehoudsbepaling van subklousule (2), by die beëindiging teen minstens $\frac{1}{6}$ van die weekloon wat hy ontvang het onmiddellik voor die datum van beëindiging besoldig word in plaas van verlof en ten opsigte van elke voltooide maand van die tydperk van minder as een jaar.

(5) 'n Werkemmer wat geregtig is op 'n tydperk van verlof ingevoige die bepalings van subklousule (1) en wie se dienskontrak beëindig word voor die verlof toegestaan is, moet by die beëindiging ten opsigte van verlof die bedrae betaal word wat in subklousules (1) en (4) genoem word.

(3) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work-period during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work or of the overtime.

(4) *Overtime.*—All time worked per day or per week in excess of the maximum number of ordinary hours of work prescribed in sub-clause (1) shall be deemed to be overtime.

(5) *Limitation of Overtime.*—An employer shall not require his employee to work, and no employee shall work more than ten hours overtime in any one week.

(6) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked from Mondays to Saturdays, remuneration at a rate of not less than time and a half his ordinary rate of wages for the first four hours overtime on any day and thereafter double his ordinary rate of wages for all time worked.

(7) *Payment for Sundays and Public Holidays.*—(a) Whenever an employee works on a Sunday his employer shall pay him, irrespective of the time worked on such Sunday, not less than double the remuneration payable in respect of the period ordinarily worked by him on a week-day;

(b) If an employee does not work on Good Friday, Day of the Covenant, Christmas Day or New Year's Day his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration, as if he had on such day worked his average ordinary working hours for that day of the week;

(c) Whenever an employee works on Good Friday, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him, in addition to his ordinary wage for a full day, not less than his ordinary rate of pay in respect of the total period worked on such day, provided that, irrespective of the time worked, he shall be paid not less than the wage for two hours.

(8) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the Building and Joinery Industry, other than work for his employer, whether for remuneration or not, on Saturdays, Sundays, Public Holidays, during the annual leave period referred to in clause 7, and outside the ordinary hours of work prescribed in this clause, save that such employee may perform work for himself only.

(9) All working employers and partners shall observe the working hours prescribed in this Agreement.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him, ten consecutive working days' leave, and shall, in respect of each day thereof, pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave, divided by five.

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

(i) if such leave has not been granted earlier it shall be granted during December and/or January each year and shall commence at the normal stopping time of the business of the employer;

(ii) the period of such leave shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;

(iii) an employee who, at the commencement of the leave referred to in sub-clause (1), has not completed one year's employment shall be granted pro-rata leave and be paid in respect of each completed month of employment not less than five-sixths of the daily wage or one sixth of the weekly wage to which he was entitled immediately before the commencement of such leave;

(iv) if a public holiday in respect of which an employee is entitled to leave on full pay falls within a period of leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;

(v) an employer may set off against such period of leave any day of occasional leave granted on full pay at his employees' request made in writing during the year of employment to which the period of annual leave relates.

(3) *Leave Remuneration.*—The remuneration in respect of leave referred to in sub-clauses (1) and (2) shall be paid not later than the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fifth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

(6) Vir die toepassing van hierdie klousule, word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke omvat wanneer ’n werknemer—

- (a) ingevolge die bepalings van subklousule (1) met verlof afwesig is;
- (b) ingevolge die bepalings van die Zuid Afrika Verdedigings Wet, 1912, verplig is om opleiding te ondergaan;
- (c) op las of op versoek van sy werkgever van die werk afwesig is; wat altesaam hoogstens tien weke in ’n jaar beloop, en dit word beskou dat die diens op die datum begin het—
- (i) waarop die werknemer laas óp verlof ingevolge ’n wet geregtig geword het in die geval van ’n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms ingevolge die bepalings van ’n wet op verlof geregtig geword het;
- (ii) waarop die diens in die geval van ’n werknemer begin het wat in diens was voor die datum waarop hierdie Ooreenkoms in werking tree, en op wie ’n wet van toepassing was wat voorsiening maak vir jaarlikse verlof, maar wat nog nie ingevolge die bepalings daarvan op verlof geregtig geword het nie;
- (iii) waarop die werknemer in sy werkgever se diens getree het, of van die datum af waarop hierdie Ooreenkoms in werking tree, watter ook al die jongste is.

8. OPENBARE VAKANSIEDAE.

(1) ’n Werknemer is geregtig op verlof met volle besoldiging op Goeie-Vrydag, Geloftedag, Kersdag en Nuwejaarsdag, en dit moet aan hom toegestaan word; met dien verstande dat ’n werknemer verplig kan word om op so ’n dag te werk; voorts met dien verstande dat die bepalings van hierdie subklousule, uitgesonder die eerste voorbehoudsbepaling, nie van toepassing is as die vakansiedag op ’n Saterdag val nie.

(2) Ingeval ’n werknemer werk verrig op enige openbare vakansiedag wat in subklousule (1) genoem word, moet sy werkgever hom die besoldiging betaal wat in subklousule (7) (c) van klousule 6 van hierdie Ooreenkoms voorgeskryf word.

9. STUKWERK, TAAKWERK EN AANSPORINGSWERK.

(1) Werk op die basis van stukwerk of taakwerk mag nie deur werkgewers uitgegee of deur werknemers verrig word nie.

(2) Ondanks die bepalings van subklousule (1) en onderworpe aan die voorwaarde dat geen werknemer teen minder as die bedrag besoldig mag word as dié waarop hy ingevolge die bepalings van klousule 4 (1) geregtig is nie, kan ’n werkgever ’n werknemer se besoldiging baseer op die hoeveelheid of omvang van werk wat verrig is; met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie, behalwe in die vorm van ’n aansporingskema, die bepalings waaroor ooreengeskakel is, is dié wat in subklousules (3) en (4) hieronder uiteengesit is.

(3) ’n Werkgever wat ’n aansporingskema wil instel, moet ’n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat na oorlegpleging met die vakverenigingparty by hierdie Ooreenkoms, wie se lede daarby betrokke is, oor die bepalings van so ’n skema kan ooreenkomen.

(4) Die bepalings van so ’n aansporingskema en enige daaropvolgende verandering daarvan waaroor die Komitee ooreen kan kom, moet skriftelik opgestel en deur die lede van die Komitee onderteken word, en dit mag nie deur die Komitee verander word of deur enigeen van die partye beëindig word nie tensy die party wat die ooreenkoms wil verander of beëindig die ander party skriftelik die kennis gegee het waaroor die partye ooreengeskakel het toe hulle die ooreenkoms aangegaan het.

10. PLATTELANDSE WERK.

Die volgende vervoertoelaes en/of toelaes vir slaapplek moet deur die werkgever aan die werknemer betaal word wat hy uitstuur om plattelandse werk te doen:—

- (a) Waar die werkgever in staat is om elke dag na sy huis terug te keer en dit doen ’n tweedeklas retroerkaartjie daagliks. Besoldiging moet slegs betaal word vir tyd wat aan die werk bestee word.
- (b) Waar die werknemer nie in staat is om daagliks na sy huis terug te keer nie—
 - (i) ’n tweedeklas-retroerkaartjie na en van die werkplek onderskeidelik aan die begin en end van die werk; slegs vir tyd wat aan reis bestee word gedurende die gewone werkure moet besoldiging betaal word teen die uurloonskalaal van die betrokke werknemer, wat in klousule 4 voorgeskryf word;
 - (ii) geskikte slaapplek naby die werkplek, of in plaas daarvan ’n toelae van 12s. 6d. per nag;
 - (iii) as ’n werknemer in staat is om naweke huis toe te gaan en teen die gewone beginnydig op Maandag terug kan wees, is hy geregtig op ’n tweedeklas-retroerkaartjie oor naweke, maar geen bedrag moet in plaas van die spoorwegkaartjie betaal word as die reis nie onderneem word nie; geen loon is betaalbaar ten opsigte van tyd wat aan reis gedurende naweke bestee word.
- (c) In gevalle waar spoorgeriewe nie beskikbaar is nie, moet werkgewers op eie koste vervoer vir hulle werknemers verskaf waarvoor voorsiening in (a) en (b) hierbo gemaak word.

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

- (a) absent on leave in terms of sub-clause (1);
 - (b) required to undergo training under the South Africa Defence Act, 1912;
 - (c) absent from work on the instructions of or at the request of his employer;
- amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

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

8. PUBLIC HOLIDAYS.

(1) An employee shall be entitled to and shall be granted leave on full pay on Good Friday, Day of the Covenant, Christmas Day and New Year's Day; provided that an employee may be required to work on any such day; provided further that when such holiday falls on a Saturday, the provisions of this sub-clause other than the first proviso shall not apply.

(2) Whenever an employee works on a public holiday referred to in sub-clause (1) his employer shall pay to him the remuneration prescribed in sub-clause (7) (c) of clause 6 of this Agreement.

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

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

(2) Notwithstanding the provisions of sub-clause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4 (1), an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clauses (3) and (4) hereunder.

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

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

10. 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:—

- (a) 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.
- (b) Where the employee is unable to return to his home daily—

- (i) 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) suitable sleeping accommodation, in proximity to the place of work, or an allowance of 12s. 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, 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.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkewer moet voorsiening maak vir 'n geskikte plek by alle werkplekke en werkinkels waarin gereedskap toegesluit kan word; met dien verstande dat hierdie bepaling nie van toepassing is op klein werkies nie. Die werkewer is daarvoor verantwoordelik om die bewaarplekke behoorlik toegesluit te hou na werkure.

(2) Werkewers moet slypsteene vir die skerpmaak van gereedskap verskaf en hulle in goeie toestand hou. Waar daar geen slysteen by 'n werk verskaf is nie, moet voldoende tyd en geriewe verskaf word voordat die diens beëindig word om die werknemers in staat te stel om hulle gereedskap in orde te kry.

(3) In die geval van timmermans moet werkewers alle klampe, handskroewe, lymkwaste, skroefslutels, koevoete, handbore en boorstukke langer as 12 duim, alle hamers van 3 lb. en meer en alle sae verskaf vir die saag van asbes en ander materiaal van dieselfde hardheid.

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

'n Werkewer moet sorg dra dat alle steiers behoorlik opgerig is, van sterk materiaal gemaak is, en opgerig word deur of onder toesig van 'n takelaar of ander persoon wat besoldig word teen minstens die loon wat vir 'n ambagsman in klousule 4 van hierdie Ooreenkoms voorgeskryf is.

13. SKUILING IN NAT WEER.

Werkewers moet op enige plek waar bouwerk verrig word geskikte skuiling verskaf waarin werknemers gedurende reënweer kan skuil.

14. LATRINES.

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

15. VERBOD OP INDIENSNEMING.

Geen persoon onder die ouderdom van 15 jaar mag deur die werknemer in diens geneem word nie.

16. GETALLEVERHOUDING.

'n Werkewer mag nie 'n leerling in diens neem nie tensy hy 'n ambagsman in sy diens het, en vir elke ambagsman in sy diens mag hy nie meer as een leerling in diens neem nie; met dien verstande dat 'n addisionele leerling vir elke leerling met minstens drie jaar ondervinding in sy diens geneem kan word.

17. VAKVERENIGINGBEAMPTES.

Vakverenigingbeamptes moet in die gewone gang van hulle pligte toegang hê tot bouterreine en werkinkels gedurende werkure, maar hulle word nie toegelaat om die aanhouende uitvoering van werk deur 'n werknemer te verhinder sonder om vooraf die toestemming van die werkewer of sy behoorlik gemagtigte verteenwoordiger te verkry nie.

18. VERTONING VAN OOREENKOMS.

'n Werkewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale in elke werkinkel of werkplek of kantoor waar die werknemer besig is, in 'n opvallende plek opplaak wat maklik vir sy werknemers toeganklik is.

19. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer moet 'n werkewer hom by die beëindiging van die dienskontrak voorsien van 'n dienssertifiakaat wat die name van die werkewer en sy werknemer voluit aantoon, die aard van die diens, die datums waarop die kontrak begin en geëindig het en die skaal van besoldiging by die beëindiging; met dien verstande dat die werkewer so 'n dienssertifiakaat aan 'n werknemer moet verskaf wie se loon op 'n stygende skaal is op die basis van ondervinding, of die werknemer hom nou daarom gevra het of nie.

20. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werknemer wat sy diens by sy werknemer wil beëindig, en 'n werkewer wat die diens van 'n werknemer wil beëindig, moet minstens vier uur kennis van die beëindiging van die diens aan die werkewer of die werknemer gee, na gelang van die geval.

(2) 'n Werkewer kan die werknemer besoldiging vir vier uur gee in plaas van die kennisgewing waarop die werknemer geregtig is.

(3) 'n Werknemer wat as 'n ambagsman of leerling in diens is, moet gedurende die tydperk van kennisgewing wat in subklousule (1) van hierdie klousule genoem is, toegelaat word om twee uur vóór ophoutyd op die dag waarop die diens beëindig word sy gereedskap in werkende orde te bring, maar hy moet nietemin aangaan met die werk waarvoor hy in diens geneem is vir enige gedeelte van die tydperk wat nie vir hierdie doel nodig is nie.

11. STORAGE AND PROVISION OF TOOLS.

(1) A suitable place shall be provided by the employer on all jobs and workshops for locking up tools; provided that this provision shall not apply to jobbing work. The employer shall be responsible for keeping lock-ups properly locked after working hours.

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

(3) Employers shall provide in the case of carpenters; all cramps, handscrews, glue brushes, wrenches, crowbars, augurs and bits over 12" long, all hammers of three pounds and over and all saws for cutting asbestos and other materials of a similar hardness.

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

An employer shall provide that all scaffolding shall be properly constructed of sound material and be erected by or under the supervision of a rigger or other employee, who shall be paid not less than the wage prescribed for an artisan in clause 4 of this Agreement.

13. 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.

14. LATRINES.

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

15. PROHIBITION OF EMPLOYMENT.

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

16. PROPORTION OR RATIO.

An employer shall not employ a learner unless he has in his employ an artisan and for each artisan employed he shall not employ more than one learner; provided that an additional learner may be employed for each learner in his employ who has had not less than three years' experience.

17. TRADE UNION OFFICIALS.

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

18. EXHIBITION OF AGREEMENT.

An employer shall exhibit a legible copy of this Agreement, in both official languages, in every workshop or yard or office where the employer carries on business, in a conspicuous position easily accessible to his employees.

19. CERTIFICATE OF SERVICE.

At the request of an employee, an employer shall upon termination of the contract of employment of such employee furnish him with a certificate of service showing the full names of the employer and his employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination; provided that an employer shall furnish such a certificate of service to an employee whose wage is on a rising scale on the basis of experience whether or not requested to do so by such employee.

20. TERMINATION OF CONTRACT 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 four hours' notice of such termination of employment to the employer or the employee as the case may be.

(2) An employer may give an employee four hours' pay in lieu of the notice to which the employee is entitled.

(3) An employee engaged as an artisan or learner shall during the period of notice referred to in sub-clause (1) of this clause be allowed two hours before finishing time on the day of termination of employment to put his tools in working order, but he shall nevertheless continue at the work for which he was engaged for any portion of the period not required for this purpose.

(4) Geen kennisgewing van die beëindiging van diens is nodig as die betrokke werknemer vir minder as twee dae by dieselfde werk-gewer het nie.

Namens die partye op hede die 26ste dag van November 1953, in George onderteken.

A. DREYER, *Voorsitter.*

G. J. DE WAAL, *Sekretaris.*

H. A. COMAY,

Behoorlik Gemagtigde Verteenwoordiger (Werkgewers).

Getuies:

- (1) D. F. DE KLERK.
- (2) J. N. HITCHCOCK.

Namens die vakvereniging op hede, die 19de dag van November 1953 in Johannesburg onderteken.

H. F. TYLER,
Algemene Sekretaris van die Vakvereniging.

Getuies:

- (1) R. M. SMITH.
- (2) C. J. BENARD.

Hierdie vier handtekenings is behoorlik deur die Raad gemagtig.

* No. 492.] [12 Maart 1954.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOU- EN SKRYNWERKNYWERHEID, GEORGE.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Skrynwernywerheid bekendgemaak by Goewermentskennisgewing No. 491 van 12 Maart 1954, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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

Signed at George, on behalf of the parties, on this 26th day of November, 1953.

A. DREYER, *Chairman.*

G. J. DE WAAL, *Secretary.*

H. A. COMAY,

Duly Authorised Representative (Employers.)

Witnesses:

- (1) D. F. DE KLERK.
- (2) J. N. HITCHCOCK.

Signed at Johannesburg on behalf of the trade union, on this 19th day of November, 1953.

H. F. TYLER.

General Secretary of the Trade Union.

Witnesses:

- (1) R. M. SMITH.
- (2) C. J. BENARD.

These four signatures were duly authorised by the Board.

* No. 492.] [12 March 1954.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING AND JOINERY INDUSTRY, GEORGE.

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 and Joinery Industry, published under Government Notice No. 491 of the 12th March, 1954, 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, 1952

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