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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1051.] [28 May 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL.

LABOURERS' AGREEMENT.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 11th June, 1956, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and the employees who are members of those organisations or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, that the provisions contained in clauses 3 to 16 (inclusive) and 18 to 21 (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 on the 11th June, 1956, upon the other employers and employees engaged or employed in the said Industries in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Springs and Delmas and in the area within radii of—

- 30 miles of the General Post Office at Krugersdorp;
- 20 miles of the General Post Offices at Vereeniging and Pretoria; and
- 10 miles of the General Post Offices at Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal); and

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1051.] [28 Mei 1954.
NYWERHEID-VERSOENINGSWET, 1937.

BOU- EN MONUMENTKLIPMESSSELNYWERHEDE, TRANSVAAL.

ARBEIDERSOOREENKOMS.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerhede betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Junie 1956 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 16 en 18 tot en met 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Junie 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerhede in die magistraatsdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Springs en Delmas en in die gebiede binne 'n straal van—

- 30 myl van die Hoofposkantoor, Krugersdorp;
- 20 myl van die Hoofposkantore, Vereeniging en Pretoria; en
- 10 myl van die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, that in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Springs and Delmas and in the areas within radii of—

30 miles of the General Post Office at Krugersdorp;

20 miles of the General Post Offices at Vereeniging and Pretoria; and

10 miles of the General Post Offices at Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal);

and from the second Monday after the date of publication of this notice and for the period ending on the 11th June, 1956, the provisions contained in clauses 3 to 16 (inclusive) and 18 to 21 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said Industries 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.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSSVAAL).

AGREEMENT

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

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association; Master Masons' and Quarry Owners Association (South Africa)

representing its members in the monumental Masonry Industry; (hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and the

Amalgamated Society of Woodworkers;

Amalgamated Union of Building Trade Workers of South Africa;

Operative Plasterers' Trade Union of South Africa;

South African Operative Masons' Society

(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 (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Nigel, Springs and Delmas, together with an area within a radius of 30 miles of the General Post Office at Krugersdorp; the area within a radius of 20 miles of the General Post Office at Vereeniging; the area within a radius of 10 miles from the General Post Offices of Klerksdorp and Potchefstroom respectively; the area within a 20 mile radius from the General Post Office, Pretoria, and the area within a radius of 10 miles from the General Post Offices of Witbank and Middelburg respectively; by all employers and employees in the Building and Monumental Masonry Industries who are members of the employers' organisations and the trade unions.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force until the 11th June, 1956, 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 meanings 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, as amended;

"basic wage" means that portion of the remuneration payable in money to an employee in respect of the hours of work laid down in clause 10;

"Industry" means the Building Industry and the Monumental Masonry Industry;

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepaling vervat in klousules 3 tot en met 16 en 18 tot en met 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op 11 Junie 1956 eindig, in die magistraatsdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Springs en Delmas en in die gebiede binne 'n straal van—

30 myl van die Hoofposkantoor, Krugersdorp;

20 myl van die Hoofposkantore, Vereeniging en Pretoria; en

10 myl van die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal);

mutatis mutandis van toepassing is ten opsigte van persone in genoemde nywerhede wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSSVAAL).

OOREENKOMS

ingevolge die bepalinge van die Nywerheid-versoeningswet, soos gewysig, gesluit en aangegaan tussen die

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association;

Master Masons' and Quarry Owners' Association (South Africa)

wat sy lede in die Monumentklipmesselnywerheid verteenwoordig; (hieronder genoem „die werkgewers” of „die werkgewersorganisasies”) aan die een kant, en die

Amalgamated Society of Woodworkers;

Amalgamated Union of Building Trade Workers of South Africa;

Operative Plasterers' Trade Union of South Africa;

South African Operative Masons' Society;

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet nagekom word in die Magistraatsdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Nigel, Springs en Delmas, saam met 'n gebied binne 'n omtrek van 30 myl van die Hoofposkantoor te Krugersdorp; die gebied binne 'n omtrek van 20 myl van die Hoofposkantoor te Vereeniging; die gebied binne 'n omtrek van 10 myl van die Hoofposkantore van onderskeidelik Klerksdorp en Potchefstroom; die gebied binne 'n omtrek van 20 myl van die Hoofposkantoor, Pretoria, en die gebied binne 'n omtrek van 10 myl van die Hoofposkantore van onderskeidelik Witbank en Middelburg; deur alle werkgewers en werknemers in die Bounywerheid en die Monumentklipmesselnywerheid wat lede van die werkgewersorganisasies en die vakverenigings is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister bepaal word en bly van krag tot 11 Junie 1956 of vir die tydperk wat hy vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet, en elke verwysing na 'n wet sluit elke wysiging van dié Wet in, en voorts tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig;

„basiese loon” daardie gedeelte van die besoldiging wat ten opsigte van die werke, soos in klousule 10 bepaal, in geld aan 'n werknemer betaal moet word;

„nywerheid” die Bounywerheid en die Monumentklipmesselnywerheid;

„bounywerheid”, sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin die werkgewer en werknemer verbonde is vir die oprigting, voltooiing, vernuwing, herstel, onderhoud en verandering van geboue en bouwerke en/of die maak van artikels vir gebruik by die oprigting, voltooiing of verandering van geboue en bouwerke, hetsy die werk gedoen, die materiaal berei, of die

material is prepared, or the necessary articles are made on the sites of the building 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, but shall not include clerical employees and administrative staffs, or the wiring of or installation in buildings of lighting, heating or other permanent electrical fixtures or the repair or maintenance of lifts in buildings:—

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

Bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates, tiling of walls and floors, joining of brick work, pointing, paving, mosaic work, facing work in slate, in marble, and in composition, drain-laying, slating, roof tiling and cement caulking of earthenware drains;

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

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

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

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

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

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

Painting, which includes decorating, paper-hanging, glazing, distempering, lime and colour washing, staining, varnishing, graining and marbling and spraying, sign-writing and wall decoration, the use of tar and its products, and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and putting of woodwork;

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

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

Shop, Office and Bank Fittings, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counter screens and interior fittings and fixtures;

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

Woodworking, which includes carpentry, veneer panelling and polishing and sandpapering of same, woodworking machinery, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block

nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en sluit in alle werk verrig of uitgevoer deur persone daarin wat die volgende ambagte of onderafdelings daarvan beoefen, maar nie klerklike werknemers en administratiewe personeel nie, of die bedrading van, of die installering van verligtings-, verwarmings-, of ander vaste elektriese uitrustings, of die herstel of onderhoud van hysers in geboue nie—

asfaltwerk, wat insluit die bedekking van vloere, plat-en/of skuinsdakke, waterdig maak of vogdig maak van kelders of fondamente, hetsy met bereide dakbekledingroole of asfaltplate met geglasuurde of ongeglasuurde oppervlaktes, hetsy met of sonder gebruik van teer-macadam, neuchatel, limmer of enige ander soort vaste of halfvaste asfalt, mastiek of emulsieasfalt of bitumen, hetsy warm of koud op sulke dakke, vloere, kelders of fondamente aangewend of nie;

messel, wat insluit betonwerk en die bevestiging van betonblokke, plaatstukke of plate, beteeëing van mure en vloere, voeg van baksteenwerk, voeg maak, plavei, mosaiekwerk, frontwerk in leiklip, in marmer en in komposisie, rioolaanleg, leidekking, dakbeteeëing en betonkalfater van erdepypriole;

lakvernisswerk, wat insluit poleer met 'n borsel of kussing en spuit met komposisie;

ruite insit, wat insluit die sny en/of insit van alle soorte glas of soortgelyke produkte in sponnings wat in hout- of metaaldeure, vensters, rame of sulke toebehore gemaak is en alle bybehorende werksaamhede;

skrynwerk, wat insluit die bevestiging van alle houttoehore en die maak van alle skrynwerkartikels wat by die toebehore behoort, hetsy die bevestiging in die gebou of bouwerk uitgevoer word deur die persoon wat die gebruikte artikel gemaak of voorberei het of nie, en sluit in muurkaste, kombuiskaste en ander kombuistoehore wat as 'n permanente deel by die gebou behoort;

glas in lood, wat insluit die vervaardiging en/of insit van glas in lood en/of ander metaalligte en reklametekens (uitgesonderd elektriese toebehore wat daarby behoort) en die insit van ruite wat daarby behoort;

klipmesselwerk, wat insluit klip kap en bou (ook die kap en bou van ornamentele, monument- en gedenktekenklipwerk), betonwerk en die bevestiging of bou van voorafgevormde of kunsmatige klip of marmer, plavei, mosaiekwerk, voegwerk, beteeëing van mure en vloere, werk met 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, verstelbare sny-, afwerk- en ander klipbewerkingsmasjiene, uitgesonderd klippoleermasjiene en skerpmak van klipmessaarsgereedskap, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

metaalwerk, wat insluit die bevestiging van staalplafonne, metaalvensters, metaaldeure, bousmidwerk, metaalrame en metaaltrappe en boukundige metaalwerk, die maak en/of bevestiging van getrokke metaalwerk en plaat- en uitgestote metaal, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

verf, wat insluit dekoreer, behanging, ruite insit, distemper, wit- of kleurkalk, beits, vernis, vlamverf, en marmerverf of spuit, bordjieskilder en muurdekorasie, die gebruik van teer en sy produkte, en sluit ook in skuurpapierbehandeling en alle voorbereidingswerk vir voornoemde werksaamhede; skuurpapierbehandeling van mure en houtwerk, opvol van barste in mure en stopverf in houtwerk;

pleister, wat insluit modelleer, modelle maak, gietvorms maak, maak van afgietsels aan lyste, maak en bevestiging van pleisterbordplafonne, en vesel-pleister en ander komposisies, lê van granoliet-, terrazzo- en komposisievloere, komposisiemuurbedekking aanbring en poleer, werk met 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, verstelbare sny- en afwerkingsmasjiene, voorafgevormde of kunsmatige klipwerk, beteel van vloere en mure, plavei en mosaiekwerk, plaatgaaswerk, akoestiek-sproeiwerk en alle bykomstige werksaamhede vir die voltooiing van plafonne en mure, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

loodgieterswerk, wat insluit handsoldeer en sweis, loodbrand, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfater, ventilasie, verwarming, warm- en kouewateraanleg, brandblusaanleg en die maak en bevestiging van alle metaalplaatwerk, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

uitrus van winkels, kantore en banke, wat insluit die maak en/of aanbring van winkelfronte, versterkaste, uitstaltkaste, toonbanke, skermes en inwendige los en vaste toebehore;

staalversterking, en/of staalkonstruksie, wat insluit die aanbring van alle soorte staal- of ander metaalkolomme, hoofbalke, -dwarsbalke of metaal in plaat- of enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtbewerking, wat insluit timmermanswerk, fineerpaneelwerk, en poleer en skuurpapierbewerking daarvan, werk met houtbewerkingsmasjiene, houtdraai, houtsnij, bevestiging van gegolfe plaatyster, geluid- en akoestiekmetaal, kurk- en asbesisolasië, houtlatjies aansit, komposisiebedekking van plafonne en mure, mure boor en muurproppe insit, bedekking van houtwerk met metaal, blokkies en ander vloere maak met inbegrip van hout, linoleum,

and other flooring including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible, cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete; whether or not the fixing in the building or structure is done by the person making or preparing the article used; provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"constant supervision" means sufficient supervision to ensure that the work is carried out satisfactorily;

"Council" means the Industrial Council of the Building Industry (Transvaal), registered in terms of section nineteen of the Industrial Conciliation Act, 1937, as amended;

"licensing authority" means any authority empowered by law to issue licenses in respect of vehicles and/or trailers;

"lock up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, the whole to be so constructed to provide a place for the safe keeping of employees' tools and clothes at any time;

"piece work" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;

"structure" includes walls, boundary, garden and retaining walls, monuments, grave stones and cemetery memorials of all types;

"unskilled labourer" means an employee engaged on one or more of the following operations:—

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

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 10;

rubberkomposisies, op asfalt gelegde vloerbedekkings of kurk, met inbegrip van die skuurpapierbewerking daarvan, werk met 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, verstelbare, sny-, afwerking- en poleermasjien, bekisting en/of bereiding van vorme of gietvorme vir beton, hetsy die aanbring of bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie; met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se hoofbesigheid in die kommersiële distribusiebedryf is, van hierdie woordbepaling uitgesluit is as daardie lê behoort by die verkoop van dié linoleum en geen deel van die regstreekse koste vir die klant vorm nie;

"voortdurende toesig", voldoende toesig om te verseker dat die werk bevestigend uitgevoer word;

"Raad", die Nywerheidsraad vir die Bounywerheid (Transvaal), geregistreer ingevolge artikel negentien van die Nywerheids-versoeningswet, 1937, soos gewysig;

"lisensieringsowerheid", elke owerheid wat wetlik bevoeg is om lisensies ten opsigte van voertuie en/of aanhangwaens uit te reik;

"toesluitplek", 'n skuur, kamer, werkwinkel, fabriek of dergelyke plek wat vier mure en 'n dak het en gebou is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat veilig toegesluit kan word en waarvan die geheel so gebou is dat dit 'n plek verskaf om werknemers se gereedskap en kleren te eniger tyd veilig te bewaar;

"stukwerk", elke werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik berus op die hoeveelheid of die omvang van die werk wat verrig is;

"bouwerk", ook mure, grens-, tuin- en keermure, monumente, grafstene en begraaftplekgedenktekens van watter aard ook al;

"ongeskoolde arbeider", 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig:—

- (a) Graaf of uitgraaf van klip of grond vir fondamente, vore, riole en kanale;
- (b) verwydering van uitgegraafde klip of grond;
- (c) inskep of verwydering van materiaal in of uit dagha of betonmengmasjiene, en dagha of beton met skopgawe meng;
- (d) oplaai en aflaai van materiaal en goedere;
- (e) dra van dagha, bakstene, klip, beton en ander materiaal;
- (f) skoonmaak van gebruikte bakstene;
- (g) witkalk en die gebruik van teer of soortgelyke produkte op geboue en private wat deur Naturelle geokkupeer en gebruik word, en ru-hout soos hoofbalke, onderkante van vloere; met dien verstande egter dat witkalk in verband met geboue en/of private gedurende hul oprigting, of binne sestig dae na voltooiing van enige gebou, van hierdie woordbepaling uitgesluit is;
- (h) maak van giewe in en uitkap van mure en betonvloere vir aanlê van geleidingsbuise, boor van beton- en baksteenwerk;
- (i) staalversterkingmateriaal met draad vasbind of bevestig en die materiaal sny, buig en inmeekaarsit, oprig en bevestig onder voortdurende toesig van 'n vakman;
- (j) steiers onder die voortdurende toesig van 'n vakman oprig;
- (k) swaaisae en klippoleermasjinerie (uitgesonderd 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, verstelbare, sny- en afwerkingmasjiene) onder voortdurende toesig van 'n vakman bedien;
- (l) beton waterpas maak en 'n betontriller onder voortdurende toesig van 'n vakman bedien;
- (m) skroefdrade op pype onder die voortdurende toesig van 'n vakman sny;
- (n) (i) pleister van staal- of houtoppervlaktes in nuwe geboue verwyder voordat hulle geverf word;
- (ii) nuwe gegalvaniseerde oppervlaktes met oplossings afwas, mits geen borsels, blaaslampe of verfverwyderaars gebruik word nie;
- (iii) roes en skaal van yster- of staaloppervlaktes verwyder, mits geen chemikalieë gebruik word nie;
- (iv) skoonmaak van voorheen gevefde dakke, met inbegrip van draadborselbewerking, voordat geverf word;
- (v) los en geskilferde verf van geute, afvoerpype of ander oppervlaktes verwyder, mits geen blaaslamp of verfverwyderaar gebruik word nie;
- (vi) geskoolde vakmanne help met die skoonmaak of afwas van oppervlaktes mits geen gereedskap wat gewoonlik deur skilders gebruik word, aangewend word nie en geen vakmanwerk deur ongeskoolde arbeiders verrig word nie;
- (vii) skraap en afvyl van voorheen witgekalkte oppervlaktes, maar dit sluit nie herstel van oppervlaktes in nie;
- (viii) skuurpapier van geen fyner graad as Oakey se No. „Strong 2", of gelyke graad, kan vir enigeen van bogenoemde skoonmaakbewerkings gebruik word, maar geen ander borsels as skropborsels of draadborsels mag gebruik word nie;
- (o) vakmanne oral waar dit nodig is, help, maar nie geskoolde werk verrig nie.

"loon" die gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werke bepaal in klousule 10;

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, May Day (in the event of the 1st of May falling on a Saturday or Sunday, then the first succeeding Monday) and the annual holiday prescribed in clause 18 of this Agreement;

"essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking;

"Monumental Masonry Industry" means the industry in which employers and employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up of graves.

For the purpose of this Agreement an employee shall be deemed to be classified in that class in which he is wholly or mainly employed.

4. BASIC WAGE.

(1) The basic wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:—

Class of Employee.	Per Hour.
(a) Unskilled labourer	8½
(b) Operator of a stone-polishing machine (other than a Mall & Biax or similar type of portable spinner, flexible, cutting and finishing machine), under the supervision of an artisan	9½
(c) Employee engaged on cutting, bending and assembling, erecting and fixing steel re-inforcing materials under supervision	9½
(d) Employee engaged on scaffold erecting under supervision	9½
(e) Operator of a concrete mixer, mortar or similar machine	10½
(f) Employee engaged on patrolling premises and guarding property—seven shillings and three and three-quarter pence per day.	

(2) *Differential Rates.*—An employee who, on any day performs two or more classes of work for which different rates of wages are prescribed in sub-clause (1) shall be paid at the higher rate for all hours worked on that day; provided that if an employee who normally performs the work of an unskilled labourer performs the work of a—

(a) *Hoist Operator.*—Such employee shall be paid at the higher rates only in respect of time actually occupied in operating a hoist, except that if such employee operates a hoist for more than three hours in any one day, he shall be paid at the higher rate for the whole of such day.

(b) *Driver of a Mechanical Vehicle.*—Such employee shall be paid at the higher rates only in respect of time actually occupied in driving a mechanical vehicle; except that if such employee performs the work of a driver of a mechanical vehicle for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day, provided further that an employee shall not be required to perform the work of a driver of a mechanical vehicle in connection with the provision of transport to employees by the employer in terms of clause 8 and 9 of Government Notice No. 1235 published on 12th June 1953, unless such employee is wholly or mainly engaged as a driver of a mechanical vehicle.

(3) Payment of work on certain days—when exemption has been granted from the provisions of clause 10 of this Agreement, double the actual rate of wages of an employee shall be paid by an employer for all time worked on Saturdays (subject to clause 11 (3) of this Agreement) Sundays, Good Friday, Easter Monday, May Day (in the event of the 1st of May falling on a Saturday or Sunday then the first succeeding Monday), and during the Annual Holiday period prescribed in clause 18 of this Agreement.

5. COST OF LIVING ALLOWANCE.

In addition to the basic wage payable under this Agreement to employees, a cost of living allowance of two shillings and nine and three-quarter pence a day shall be paid to an employee engaged on patrolling premises and guarding property, and to all other employees a cost of living allowance calculated on the hours of work and in accordance with the following scale—

Class of Employee.	Per Hour.
(a) Unskilled labourer	3½
(b) Operator of a stone-polishing machine (other than a Mall and Biax or similar type of portable spinner, flexible, cutting and finishing machine) under the supervision of an artisan	3½
(c) Employee engaged on cutting, bending and assembling, erecting and fixing steel re-inforcing materials, under supervision	3½
(d) Employee engaged on scaffold erecting, under supervision	3½
(e) Operator of a concrete mixer, mortar or similar machine	4

provided that the allowance shall be increased or decreased by two and one-quarter pence a day in the case of an employee engaged on patrolling premises and guarding property and one-quarter penny per hour in the case of all other employees for each complete three points by which the mean of the retail

"werkdag" enige ander dag as Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Meidag (as 1 Mei op 'n Saterdag of Sondag val, dan die eersvolgende Maandag) en die jaarlikse vakansietyd soos voorgeskryf in klousule 18 van hierdie Ooreenkoms;

"noodsaaklikste dienste", alle werk wat noodsaaklik verrig moet word vir versekering van die gesondheid en veiligheid van die publiek of die voortsetting van 'n ander nywerheid, besigheid of onderneming;

"monumentklipmesselnywerheid", die nywerheid waarin werkgewers en werknemers verbonde is vir die doel van vervaardiging en/of oprigting van grafstene, of ander monumente op grafte en/of opbou van grafte.

Vir doeleindes van hierdie Ooreenkoms word 'n werknemer geag geklassifiseer te wees in daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BASIESE LOON.

(1) Die basiese loon wat deur 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers betaal moet word, is die volgende:—

Klas werknemer.	Per uur.
(a) Ongeskoolde arbeider	8½
(b) Bediener van 'n klippoleermasjien (uitgesonderd 'n Mall en Biax of soortgelyke draagbare draaiskuur-skyf, verstelbare, sny- en afwerkingsmasjien) onder toesig van 'n vakman	9½
(c) Werknemer wat staalversterkingsmateriaal onder toesig sny, buig en aanmeekaarsit, oprig en bevestig	9½
(d) Werknemer wat steiers onder toesig oprig	9½
(e) Bediener van 'n betonmenger, dagha of soortgelyke masjien	10½
(f) Werknemer wat persele patrolleer en eiendom bewaak—sewe sjielings en drie en driekwart pennies per dag.	

(2) *Differensieële Skale.*—'n Werknemer wat op 'n dag twee of meer klasse werk verrig waarvoor verskillende loonskale in subklousule (1) voorgeskryf word, moet vir al die ure wat hy op daardie dag gewerk het betaal word teen die hoogste skaal; met dien verstande dat wanneer 'n werknemer wat gewoonlik die werk van 'n ongeskoolde arbeider verrig, die werk verrig van 'n—

(a) *Hystoestelbediener.*—So 'n werknemer slegs ten opsigte van die tyd wat hy werklik met die bediening van 'n hystoestel besig was, teen die hoogste skaal betaal moet word, maar as so 'n werknemer vir meer as drie uur op een dag 'n hystoestel bedien, moet hy vir die hele dag teen die hoogste skaal betaal word.

(b) *Bestuurder van 'n Meganiese Voertuig.*—So 'n werknemer slegs ten opsigte van die tyd wat hy werklik 'n meganiese voertuig bestuur het, betaal moet word teen die hoogste skaal; maar as so 'n werknemer vir meer as drie uur op een dag die werk van 'n bestuurder van 'n meganiese voertuig verrig, moet hy vir die hele dag teen die hoogste skaal betaal word. Verder met dien verstande dat daar nie van 'n werknemer vereis mag word om die werk van 'n bestuurder van 'n meganiese voertuig te verrig in verband met die verskaffing van vervoer vir werknemers deur die werkgewer ingevolge klousules 8 en 9 van Goewermentskennisgewing No. 1235, gepubliseer op 12 Junie 1953, nie tensy so 'n werknemer geheel en al of hoofsaaklik die werk van 'n bestuurder van 'n meganiese voertuig verrig.

(3) *Betaling vir werk op sekere dae.*—Wanneer vrystelling van die bepaling van klousule 10 van hierdie Ooreenkoms verleë is, moet tweemaal die werklike loonskaal van 'n werknemer deur 'n werkgewer betaal word vir alle tyd gewerk op Saterdag [behoudens klousule 11 (3) van hierdie Ooreenkoms], Sondag, Goeie Vrydag, Paasmaandag, Meidag (ingeval 1 Mei op 'n Saterdag of 'n Sondag val, dan die eersvolgende Maandag), en gedurende die jaarlikse vakansietyd wat in klousule 18 van hierdie Ooreenkoms voorgeskryf is.

5. LEWENSKOSTETOELAE.

Behalwe die basiese lone wat ingevolge hierdie Ooreenkoms aan werknemers betaalbaar is, moet 'n lewenskostetoelae van twee sjielings en nege en driekwart pennies per dag aan 'n werknemer wat persele patrolleer en eiendom bewaak, betaal word, en aan alle ander werknemers 'n lewenskostetoelae wat bereken is op die werkure en ooreenkomstig die volgende skaal:—

Klas werknemer.	Per uur.
(a) Ongeskoolde arbeider	3½
(b) Bediener van 'n klippoleermasjien (uitgesonderd 'n Mall en Biax of soortgelyke draagbare draaiskuur-skyf, verstelbare, sny- en afwerkingsmasjien) onder toesig van 'n vakman	3½
(c) Werknemer wat staalversterkingsmateriaal onder toesig sny, buig en aanmeekaarsit, oprig en bevestig	3½
(d) Werknemer wat steiers onder toesig oprig	3½
(e) Bediener van 'n betonmenger, dagha- of soortgelyke masjien	4

Met dien verstande dat hierdie toelae met twee en 'n kwart pennie per dag, in die geval van 'n werknemer wat persele patrolleer en eiendom bewaak, en 'n kwart pennie per uur, in die geval van alle ander werknemers, verhoog of verlaag word vir elke volle drie punte wat die gemiddelde van die kleinhandel-

price index numbers for the Witwatersrand and Pretoria Areas relating to food, fuel, light, rent and sundries in respect of each area compared with itself in 1938, as published from time to time by the Director of Census and Statistics in the Monthly Bulletin of Statistics, exceeds or falls below 142, as the case may be.

6. HOLIDAY ALLOWANCE.

A holiday allowance shall be paid by an employer as set forth hereunder in respect of each member of the following classes of employees employed by him, provided that the holiday allowance shall be paid to the employees by their employers on the last pay day prior to the commencement of the holiday period; provided that where an employee's contract of employment is terminated prior to such pay day, any amount in the process of accrual in terms of this clause shall be paid to the employee on such termination.

Class of Employee.	Per Hour.
	d.
(a) Unskilled labourer	$\frac{1}{4}$
(b) Operator of a stone-polishing machine (other than a Mall and Biax or similar type of portable spinner, flexible, cutting and finishing machine), under the supervision of an artisan	1
(c) Employee engaged on cutting, bending and assembling, erecting and fixing steel re-inforcing materials, under supervision	1
(d) Employees engaged on scaffold erecting under supervision	1
(e) Operator of a concrete mixer, mortar or similar machine	$1\frac{1}{2}$
(f) Employee engaged on patrolling premises and guarding property—eleven and one-quarter pence per day.	

7. PIECEWORK.

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

(2) Notwithstanding the provisions of sub-clause (1) and subject to the conditions that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 5 and 11 hereof, employees provided for in this Agreement shall be included in any scheme which may be introduced in terms of clause 5 of the Main Agreement published under Government Notice No. 1235 of 12th June, 1953.

8. LABOUR ONLY CONTRACT.

No employer shall give out work on a labour only contract basis. No employee shall perform work on such a basis. The provisions of this clause shall apply notwithstanding the fact that the employer or employee may supply a small quantity of the material or plant required.

9. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

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

Payments may, however, be made on days prior to Friday if agreed to by the employer and employee; provided the employer notifies the Council. When a Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding. In the case of non-compliance with this sub-clause, on termination of employment, an employer shall pay such an employee all wages, allowances and other remunerations right up to the time such payment is made, in respect of every working hour or part of working hour from the time of termination of employment till the time of final payment.

Unskilled employees should be paid their wages in envelopes accompanied by a statement giving particulars of how the amount concerned is arrived at.

(2) Subject to clause 16, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer by any law or any order of any competent court is required or permitted to make.

10. DAYS AND HOURS OF WORK.

Subject to the provisions of clause 11 no employer shall require or permit an employee other than an employee engaged on patrolling premises and guarding property for whom wages are prescribed in clause 4 to work, and no such employee shall work—

- for more than 45 hours in any one week or for more than 9 hours in any one day, in the case of an unskilled labourer engaged on the loading or unloading of goods;
- for more than 44 hours in any one week or more than 8 hours, 48 minutes in any one day, in the case of all other employees,

prysindeksyfers vir die Witwatersrand- en die Pretoriagebied bo 142 styg of daaronder daal, na gelang van die geval met betrekking tot voedsel, brandstof, lig huur en diverse ten opsigte van elke gebied met homself vergelyk in 1938, soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek in die *Maandbulletin van Statistiek* gepubliseer.

6. VERLOFTOELAE.

'n Werkgewer moet aan elke lid van onderstaande klasse werknemers in sy diens 'n verloftoelae soos hieronder uiteengesit betaal, en die werkgewers moet die verloftoelae op die laaste betaaldag voor die aanvang van die verloftydperk aan hul werknemers betaal; met dien verstande dat waar 'n werknemer se dienskontrak voor sodanige betaaldag beëindig word, enige bedrag wat die werknemer ingevolge hierdie klousule toekom by sodanige diensbeëindiging aan hom betaal moet word.

Klas werknemer.	Per uur.
	d.
(a) Ongeskoolde arbeider	$\frac{1}{4}$
(b) Bediener van 'n klippoleermasjien (uitgesonderd 'n Mall en Biax of soortgelyke draagbare draaiskuur-skyf, verstelbare sny- en afwerkingsmasjien) onder toesig van 'n vakman	1
(c) Werknemer wat staalversterkingsmateriaal onder toesig sny, buig en aanmeekaarsit, oprig en bevestig ...	1
(d) Werknemer wat steiers onder toesig oprig	1
(e) Bediener van 'n betonmenger, dagha- of soortgelyke masjien	$1\frac{1}{2}$
(f) Werknemer wat persele patroleer en eiendom bewaak —elf en 'n kwart pennie per dag.	

7. STUKWERK.

(1) Die uitbesteding deur werkgewers of die verrigting deur werknemers van werk wat op 'n stukwerkbasis of enige stelsel van betaling vir arbeid waarvolgens 'n werknemer se verdienste gedeeltelik of geheel gebaseer op bereken word op die hoeveelheid of omvang van die werk wat verrig word, word verbied. Die bepaling van hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid van die materiaal of installasie wat nodig mag wees, verskaf.

(2) Ondanks die bepaling van subklousule (1) en behoudens die voorwaardes dat geen werknemer minder betaal mag word as die bedrag waartoe hy ingevolge klousules 4, 5 en 11 hiervan geregtig is nie, moet werknemers vir wie in hierdie Ooreenkoms voorsiening gemaak word in enige skema ingesluit word wat ingevolge klousule 5 van die Hoof-ooreenkoms, gepubliseer by Goewermentskennisgewing No. 1235 van 12 Junie 1953, ingestel kan word.

8. KONTRAK VIR ALLEEN ARBEID.

Geen werkgewer mag werk op 'n grondslag van so 'n alleen arbeid uitbestee nie. Geen werknemer mag werk op so 'n basis verrig nie. Die bepaling van hierdie klousule is van toepassing ondanks die feit dat die werkgewer of werknemer 'n klein hoeveelheid van die nodige installasie of materiaal verskaf.

9. BETALING VAN LONE, TOELAES EN OORTYD.

(1) Lone, oortydverdienste en alle ander besoldiging wat verskuldig is, moet weekliks nie later nie as 4.45 nm. op Vrydag, of by beëindiging van diens as dit voor die gewone betaaldag van die werknemer plaasvind, in kontant uitbetaal word.

Betalings kan egter op dae voor Vrydag geskied as werkgewer en werknemer aldus ooreengekom het, mits die werkgewer die Raad daarvan in kennis stel. As Vrydag 'n vakansiedag in die Bounywerheid is, moet op die voorafgaande Donderdag betaal word. As by diensbeëindiging nie aan hierdie subklousule voldoen word nie, moet die werkgewer aan dié werknemer ten opsigte van elke werkuur of gedeelte van 'n werkuur van die tyd van diensbeëindiging tot die tyd waarop finale betaling plaasvind, alle lone, toelae en ander besoldiging tot op die tyd van die betaling uitbetaal.

Ongeskoolde werknemers se lone moet betaal word in koevertte wat vergesel gaan van 'n staat met besonderhede van hoe die betrokke bedrag bereken is.

(2) Behoudens klousule 16 mag hoegenaamd geen aftrekking gemaak word van bedrae aan 'n werknemer verskuldig ten opsigte van lone, verdienste vir oortyd en/of enige ander vorm van besoldiging nie, behalwe bedrae wat 'n werkgewer volgens wet of bevel van 'n bevoegde hof moet of mag aftrek.

10. WERKURE EN WERKDAE.

Behoudens die bepaling van klousule 11 mag geen werkgewer van 'n werknemer, uitgesonderd 'n werknemer in diens om persele te patroleer en eiendom te bewaak vir wie lone in klousule 4 voorgeskryf word, vereis om—

- langer as 45 uur in een week of langer as 9 uur op een dag, in die geval van 'n ongeskoolde arbeider in diens om goedere op of af te laai;
- langer as 44 uur in een week of langer as 8 uur 48 minute op een dag, in die geval van alle ander werknemers;

te werk of sodanige werknemer toelaat om langer as bogenoemde ure te werk nie en geen sodanige werknemer mag langer as bogenoemde ure werk nie.

11. OVERTIME.

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

(2) Any employee who is required to work any time outside the hours as prescribed in clause 10 of this Agreement, shall be paid at the rate of time and half his ordinary rate of wages for every hour or part of an hour, for the first three hours after the ordinary hours of work, and thereafter double his ordinary rate of wages for every hour or part of an hour.

(3) One and a half times the actual rate of wages of an employee shall be paid for the first four hours worked on a Saturday morning prior to 12 noon, provided that where overtime was worked on the Friday previous, double the actual rate of wages of an employee shall be paid in respect of such hours worked on a Saturday.

(4) Subject to the provisions of sub-clause (1) no employer shall permit an employee to work and no employee shall work more than 15 hours overtime in any one week.

12. TERMINATION OF EMPLOYMENT.

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

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

(3) An employee may pay to his employer two working day's pay in lieu of the notice to which such employer is entitled.

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

13. LATRINES.

Proper sanitary accommodation shall be provided by employers on all jobs for Europeans and non-Europeans separately, and wherever sewerage points exist, lavatories must be connected thereto before the job is started and to comply with the Municipal by-laws. In other cases where other systems have to be used, proper and daily supervision must be carried out so as to ensure cleanliness. The provisions of this clause relating to the connection of lavatories to sewerage points shall not apply to the Municipal area of Pretoria, where the by-laws in regard to temporary latrines must be observed.

14. ADMINISTRATION OF AGREEMENT.

The Council shall be responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees and all matters on which a sub-committee is required or permitted to reach a decision shall be capable of being referred by any person aggrieved by a decision, to the Council by way of appeal.

15. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw any certificate of exemption whether or not the period for which exemption was granted has expired.

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

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

16. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct weekly from the earnings of each of his employees falling within clause 4 (1), an amount of one halfpenny per week and to the amount so deducted shall add an equal amount and forward monthly, on or before the 15th of the month following that in respect of which such deductions have been made, the total sum to the Secretary of the Industrial Council together with the prescribed form which may be obtained from the Council, showing how these amounts have been arrived at.

11. OORTYD.

(1) 'n Werkgewer kan nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie. Toestemming om oortyd te werk op noodsaaklike dienste moet deur die werkgewer eers skriftelik van die Raad verkry word, uitgesonderd in noodgevalle wanneer die werkgewer binne vier uur na die tydstop waarop daardie noodgeval ontstaan het, daarvan kennis moet gee aan die Raad se Plaaslike Komitee in die betrokke gebied.

(2) 'n Werknemer van wie vereis word om enige tyd buite die werkure wat in klousule 10 van hierdie Ooreenkoms voorgeskryf word, te werk, moet teen die skaal van anderhalf maal sy gewone loonskaal betaal word vir elke uur of gedeelte van 'n uur vir die eerste drie uur na die gewone werkure, en daarna teen dubbel sy gewone loonskaal vir elke uur of gedeelte van 'n uur.

(3) Vir die eerste vier uur wat op 'n Saterdagmôre voor 12-uur gewerk word, moet teen anderhalf maal die werklike loonskaal van 'n werknemer betaal word; met dien verstande dat as op die voorafgaande Vrydag oortyd gewerk is, teen dubbel die werklike loonskaal van 'n werknemer betaal moet word ten opsigte van daardie ure wat op 'n Saterdag gewerk word.

(4) Behoudens die bepaling van subklousule (1) mag geen werkgewer sy werknemer toelaat om in een week meer as 15 uur oortyd te werk nie en geen werknemer mag meer as 15 uur oortyd in 'n week werk nie.

12. DIENSBEÏNDIGING.

(1) 'n Werknemer wat sy diens by sy werkgewer wil beëindig en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet die werkgewer of die werknemer, na gelang van die geval, minstens twee werkdag kennis gee van sodanige diensbeëindiging.

(2) 'n Werkgewer kan 'n werknemer twee werkdag se betaling gee in plaas van die kennis waartoe die werknemer geregtig is.

(3) 'n Werknemer kan sy werkgewer twee werkdag se betaling betaal in plaas van die kennis waartoe sodanige werkgewer geregtig is.

(4) Geen kennisgewing van diensbeëindiging word vereis as die betrokke werknemer minder as twaalf uur by dieselfde werkgewer gewerk het nie.

13. LATRINES.

Werkgewers moet op alle werke behoorlike afsonderlike sanitêre gemakke vir blankes en nie-blankes verskaf en waar rioolpunte bestaan, moet, voordat met die uitvoering van die werk begin word, latrines daarby aangesluit word, ooreenkomstig die munisipale verordeninge. In ander gevalle waar van ander stelsels gebruik gemaak moet word, moet behoorlike daelike toesig gehou word om sielikhed te verseker. Die bepalings van hierdie klousule met betrekking tot die aansluiting van latrines by rioolpunte is nie in die munisipale gebied Pretoria, waar die verordeninge betreffende tydelike latrines nagekom moet word, van toepassing nie.

14. TOEPASSING VAN OOREENKOMS.

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers meningsuitings uitreik wat nie met die bepalings daarvan strydig is nie en alle sake waarvoor 'n onderkomitee 'n besluit moet of mag neem, kan deur die persoon wat hom deur die besluit veronreg voel, by wyse van appél na die Raad verwys word.

15. VRYSTELLINGS.

(1) Die Raad kan om goeie en afdoende rede aan 'n persoon of persone skriftelike vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van die persoon aan wie vrystelling kragtens die bepalings van hierdie artikel verleen word, die voorwaardes waarop die vrystelling verleen word, vaststel en ook die termyn wat die vrystelling van krag sal wees; met dien verstande dat die Raad na goeddunke en nadat skriftelik kennis aan die betrokke persoon of persone gegee is, 'n vrystellingsertifikaat kan herroep, of die termyn waarvoor dit verleen is, verstryk het of nie.

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

(4) 'n Vrystellingsertifikaat kan gedurende die termyn waarvoor dit uitgereik is, te enige tyd deur die Raad sonder opgawe van redes gewysig of herroep word.

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

16. ONKOSTE VAN DIE RAAD.

Met die doel om die Raad se onkoste te bestry, moet elke werkgewer weekliks van die verdienstes van elkeen van sy werknemers wat onder klousule 4 (1) val, 'n bedrag van 'n halfpenny per week aftrek en by die bedrag wat aldus afgetrek word 'n gelyke bedrag voeg en maandeliks die totale bedrag, voor of op die 15de van die maand ná die maand ten opsigte waarvan sulke afrekkings gedoen is, aan die Sekretaris van die Nywerheidsraad stuur saam met die voorgeskrewe vorm wat van die Raad verkrygbaar is, en toon hoe dié bedrae verkry is.

17. AGENTS.

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

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

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

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

18. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) No work should be performed in the industry during the periods stated hereunder:—

1954: Between 4.54 p.m., 10th December, 1954 and 7.06 a.m., 3rd January, 1955.

1955: Between 4.45 p.m., 9th December, 1955, and 7.06 a.m., 2nd January, 1956.

or on Good Friday, Easter Monday and May Day (in the event of the 1st of May falling on a Saturday or Sunday then the first succeeding Monday) each year.

(2) No employer shall require any employee to perform, and no employee shall perform any work in the industry during the holiday period described in sub-clause (1) nor on the holidays referred to in the said sub-clause.

19. EXHIBITION OF AGREEMENT.

Each employer shall exhibit a legible copy of this Agreement in both official languages and in the form prescribed by the regulations under the Act, in every workshop, job or yard where he carries on his business, in a conspicuous position easily accessible to all his employees.

20. EMPLOYMENT OF JUVENILES.

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

21. GENERAL.

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

Signed at Johannesburg on behalf of the parties to the Council on this 3rd day of March, 1954.

F. L. A. BUCHANAN,
Chairman of the Council.

R. GILL,
Acting Vice-Chairman of the Council.

F. C. MARTIN,
Secretary of the Council.

* No. 1052.] [28 Mei 1954.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL.

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 Monumental Masonry Industries, published under Government Notice No. 1051 of the 28th May, 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.

17. AGENTE.

(1) Die Raad moet een of meer persone aanstel as agente om te help met die uitvoering van hierdie Ooreenkoms. 'n Agent het die reg om—

- alle persele of plekke waar die Bounywerheid uitgeoefen word, te eniger tyd te betree as hy redelike aanleiding het om te glo dat 'n persoon daar in diens is;
- enige persoon wat hy in of by die perseel of plek aantref, hetsy alleen of in teenwoordigheid van 'n ander persoon wat hy geskik ag, mondelings te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het, en van daardie persoon te vereis dat hy die vrae wat gestel word, beantwoord;
- te eis dat die boeke, tydstaats, aantekeninge en dokumente wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, voor te lê en hulle te inspekteer, te ondersoek en afskrifte daarvan te maak.

(2) Die agent kan 'n tolk by sy betreding, inspeksie of ondersoek saamneem.

(3) Elke persoon vir wie die bepalinge van die Ooreenkoms bindend is, moet die agent al die genoemde fasiliteite verleen.

18. JAARLIKSE VERLOF EN PUBLIEKE VAKANSIEDAE.

(1) Geen werk mag gedurende ondergenoemde tydperke in die Nywerheid verrig word nie:—

1954: Tussen 4.54 nm., 10 Desember 1954 en 7.06 vm., 3 Januarie 1955.

1955: Tussen 4.54 nm., 9 Desember 1955 en 7.06 vm., 2 Januarie 1956;

of op Goeie Vrydag, Paasmaandag en Meidag (as 1 Mei op 'n Saterdag of Sondag val, dan die eersvolgende Maandag) van elke jaar.

(2) Geen werkgewer kan van 'n werknemer vereis om, gedurende die verloftydperk wat in subklousule (1) voorgeskryf word of op die vakansiedae vermeld in genoemde subklousule werk in die nywerheid te verrig nie en geen werknemer mag gedurende genoemde tydperke en vakansiedae werk in die nywerheid verrig nie.

19. VERTONING VAN OOREENKOMS.

Elke werkgewer moet in elke werkwinkel, werk of werf waar hy sy bedryf uitoefen, op 'n in die oog lopende plek wat maklik vir al sy werknemers toeganklik is, 'n leesbare eksemplaar van die Ooreenkoms in albei amptelike tale en in die vorm by die regulasies ooreenkomstig die Wet voorgeskryf, vertoon.

20. INDIENSNEMING VAN JEUGDIGES.

Geen jeugdiges onder die ouderdom van 15 jaar mag in die Bounywerheid in diens wees nie.

21. ALGEMEEN.

Geen werkgewer of werknemer kan die bepalinge van hierdie Ooreenkoms tersyde stel nie, hetsy genoemde bepalinge 'n voordeel of 'n verpligting vir die betrokke werkgewer of werknemer verteenwoordig. Elke bepaling, subartikel of artikel skep, na gelang van die geval, 'n reg of verpligting ongeag die bestaan van ander bepalinge. Ingeval enige bepaling, subartikel of artikel van hierdie Ooreenkoms buite werking of *ultra vires* die bevoegdheid van die partye of die Minister gestel word, ditsy voor of na publikasie van hierdie Ooreenkoms deur die Minister in die *Staatskoerant* ooreenkomstig die bepalinge van die Wet, raak dit in geen enkele opsig die orige gedeelte van die Ooreenkoms, wat dan die Ooreenkoms uitmaak.

Geteken te Johannesburg, namens die partye by die Raad op hede, die 3de dag van Maart 1954.

F. L. A. BUCHANAN,
Voorsitter van die Raad.

R. GILL,
Waarnemende Ondervoorsitter van die Raad.

F. C. MARTIN,
Sekretaris van die Raad.

* No. 1052.] [28 Mei 1954.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOU- EN MONUMENTKLIPMESSSELNYWER-
HEDE, TRANSVAAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby, ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerhede, gepubliseer by Goewermentskennisgewing No. 1051 van 28 Mei 1954, vir die persone wie se werkure daardeur gereël word, nie minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.