



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(Registered at the Post Office as a Newspaper)

VOL. CLXXVII.] PRYS 6d. PRETORIA, 30 JULIE 1954. PRICE 6d. [No. 5319.
30 JULY

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

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

★ No. 1574.] [30 Julie 1954.
NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, OOS-LONDEN.

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 Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1957 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 (2), 3 tot en met 27, 29 tot en met 33 en 35 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1957 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid, in die magistraatsdistrik Oos-Londen; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 (2), 3 tot en met 25, 27 en 29 tot en met 33 en 35 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1957 eindig, in die magistraatsdistrik Oos-Londen *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid, 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.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

★ No. 1574.] [30 July 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, EAST LONDON.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 30th April, 1957, upon the employers' organisation and the trade unions which entered into the said agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (2), 3 to 27 (inclusive), 29 to 33 (inclusive) and 35 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 30th April, 1957, upon the other employers and employees engaged or employed in the said industry in the Magisterial District of East London; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of East London and from the second Monday after the date of publication of this notice and for the period ending on the 30th April, 1957, the provisions contained in clauses 1 (2), 3 to 25 (inclusive), 27 and 29 to 33 (inclusive) and 35 of the said Agreement shall *mutatis mutandis* apply in respect of such persons 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.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
OOS-LONDEN.

OOREENKOMS

Ingevolge die Nywerheids-versoeningswet, 1937, gesluit en aange-
gaan tussen die—

„East London Master Builders' Association”

(hieronder „die werkgewers” of „die werkgewersorganisasie”
genoem), aan die een kant, en die—

„Amalgamated Society of Woodworkers”
en die

„Amalgamated Union of Building Trade Workers of S.A.”

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid,
Oos-Londen.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(1) Die bepalinge van hierdie Ooreenkoms moet in die magi-
straatsdistrik Oos-Londen nagekom word deur alle werkgewers en
werknemers in die Bounywerheid wat onderskeidelik lede van die
werkgewersorganisasie en die vakverenigings is.

(2) Ondanks die bepalinge van subklousule (1)—

- (a) is die bepalinge van hierdie Ooreenkoms slegs van toepas-
sing op vakleerlinge en minderjarige vir sover dit nie met
die bepalinge van die Wet op Vakleerlinge, 1944, of enige
kontrak ingevolge daarvan gesluit, of enige voorwaardes
engevolge daarvan vasgestel, strydig is nie;
- (b) is klousules 8 en 9 van die Ooreenkoms nie van toepassing
op werknemers vir wie lone in klousule 4 (1) (a) en (g)
vasgestel word nie;
- (c) is die bepalinge van die Ooreenkoms op kwekelinge krag-
tens die Wet op Opleiding van Ambagsmanne, 1951, slegs
van toepassing vir sover dit nie met die bepalinge van daar-
die Wet of enige voorwaardes, ingevolge daarvan vasgestel,
strydig is nie; en
- (d) is die bepalinge van die Ooreenkoms nie van toepassing nie
op persone wat op plase werksaam is met die oprigting,
onderhoud, herstelling of verbouing van—
 - (i) woonhuise teen 'n koste van minder as £1,000; en
 - (ii) alle ander geboue, ongeag die koste, wat uitsluitlik vir
boerderydoeleindes gebruik word of gebruik gaan
word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Die Ooreenkoms tree in werking op die datum wat deur die
Minister kragtens artikel *agt-en-veertig* van die Wet vasgestel word
en bly van krag tot die dertigste dag van April 1957, of vir 'n
tydperk wat die Minister vasstel.

3. WOORDOMSKRYWING.

Enige uitdrukking wat in hierdie Ooreenkoms gebesig en in die
Nywerheids-versoeningswet, 1937, omskryf word, het dieselfde
betekenis as in dié Wet, en enige verwysing na 'n wet omvat alle
 wysigings van sodanige wet; voorts, tensy strydig met die same-
hang, beteken—

„vakleerling”, 'n werknemer in diens kragtens 'n skriftelike
vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge,
1944, geregistreer is;

„Bounywerheid”, die nywerheid waarin werkgewer en werk-
nemers geassosieer is—

- (1) vir die oprigting, voltooiing, vernuwing, herstelling of
verbouing van geboue;
- (2) vir die volgende werk op die terrein van 'n gebou waar-
van dit 'n permanente en integrerende deel uitmaak:—

Messelwerk, met inbegrip van die vassit van beton-
blokke, die betoëling van mure en vloere, beton-
werk, plaveiwerk, mosaïekwerk, sigwerk met lei-
klip, marmer en komposisie, rioolaanlegwerk, lei-
dek- en dakpanwerk;

lakverniswerk, met inbegrip van polering met 'n
kwas of kussinkie en bespuiting met 'n kompo-
sisiestof;

skrynwerk, met inbegrip van die vervaardiging
(insluitende masjienbewerking) en insit van deure,
vensters, hortjies, boligte of enige ander houttoe-
behore wat 'n permanente deel van 'n gebou uit-
maak.

klipmesselwerk, met inbegrip van klipbeitelwerk en
klipbouwerk, sierklipwerk, betonwerk en die vas-
sit van en bouwerk met voorafgevormde of kuns-
klip of marmerplaveiwerk, mosaïekwerk, die voeg-
betryking van muur- en vloerteëls, die bediening
van klipbewerkingsmasjinerie en die skerpmaak
van messelaarsgereedskap;

metaalwerk, wat beteken die aansit van staalplafonne,
metaalvensters, metaaldeure, bouersmidwerk,
metaalrame en metaaltrappe en boukundige
metaalwerk, die vervaardiging en/of aanbring van
getrokke metaalwerk en -plate en uitgedrukte
metaal;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON.

AGREEMENT

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

East London Master Builders' Association

(hereinafter referred to as “the employers” or “the employers’
organisation”), of the one part, and the

Amalgamated Society of Woodworkers
and the

Amalgamated Union of Building Trade Workers of South Africa
(hereinafter referred to as “the employees” or “the trade
unions”), of the other part,

being the parties to the Industrial Council for the Building
Industry, East London.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this agreement shall be observed in the
Magisterial District of East London by all employers and
employees in the Building Industry who are members of the
employers' organisation and the trade unions, respectively.

(2) Notwithstanding the provisions of sub-clause (1)—

- (a) the terms of the Agreement shall apply to Apprentices
and minors only in so far as they are not inconsistent
with the provisions of the Apprenticeship Act, 1944, or
any contract entered into or any conditions fixed
thereunder;
- (b) Clauses 8 and 9 of the Agreement shall not apply to
employees for whom wages are specified in clause 4 (1)
(a) and (g);
- (c) the terms of the Agreement shall apply to trainees in terms
of the Training of Artisans Act, 1951, only in so far as
they are not inconsistent with the provisions of that Act
or any conditions fixed thereunder; and
- (d) the terms of the Agreement shall not apply to persons
engaged in the erection, maintenance, repair or alteration
on farms of—
 - (i) dwelling-houses at a cost of less than £1,000; and
 - (ii) all other buildings, irrespective of cost, used or to
be used exclusively for farming purposes.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation on such date as
may be determined by the Minister in terms of section *forty-
eight* of the Act and shall remain in force until the thirtieth
day of April, 1957, or for such period as the Minister may
determine.

3. DEFINITIONS.

Any expression used in this Agreement which is defined in
the Industrial Conciliation Act, 1937, shall have the same mean-
ings as in that Act, and any reference to an Act shall include
any amendments of such Act; further, unless inconsistent with
the context—

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

“Building Industry” means the industry in which employer
and employees are associated—

- (1) for the purpose of erecting, completing, renovating,
repairing or altering buildings;
- (2) For the purpose of the following work on the site
of a building, and constituting a permanent and
integral portion thereof:—

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

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

joinery, which includes the making (including
machining) and fixing of doors, windows, shutters,
skylight or any other wooden fixture which
forms a permanent part of the building;

masonry, which includes stone cutting and building
and building of ornamental stone work, concret-
ing and the fixing or building of precast or
artificial stone or marble paving, mosaic work,
pointing wall and floor tiling, operating of stone
working machinery and sharpening of mason's
tools;

metal work, which means the fixing of steel ceilings,
metal windows, metal doors, builders' smith work,
metal frames and metal stairs and architectural
metal work, the making and/or fixing of drawn
metal work and sheet and extruded metal;

skilderwerk, met inbegrip van versierwerk, muur-behangwerk, die insit van ruite, distemperwerk, wit- en kleurekalkwerk, beitswerk, verniswerk, hout-vlamskildering en marmering en verfspuit, letter-skilderwerk en muurversiering;

pleisterwerk, met inbegrip van modelleerwerk, granolitiese en komposisiebevloering, voorafgevormde of kunsklipwerk, muur- of vloerbeteëling, plavei- en mosiekwerk;

loodgieterswerk, met inbegrip van loodsmeltlassing, die aanlê van gas, sanitêre en huishoudelike ingenieurswerk, die aanlê van rioler, kalfaatwerk, ventilering, verwarming, die aanlê van warm- en kouewater, die aanbring van brandblusinstallasie en die vervaardiging en aanbring van loodgieterie toebehoore uit plaatmetaal;

winkeluitrusting, met inbegrip van die vervaardiging en aanbring van winkelfronte, vensters, toonbanke, skerms en permanente los en vaste binnetoebehoore;

staalbewapening, wat beteken die vervaardiging, vasbind en vassit van staalbewapening;

staalbouwerk, wat beteken die vassit van alle klasse staal- of ander metaalpilare, lêers, staalbalke of metaal in enige ander vorm, wat deel uitmaak van 'n gebou of bouwerk;

houtbewerking, met inbegrip van timmerwerk, asook houtbewerking met masjiene, houtdraaiwerk, hout-snywerk, vassit van gegolfe yster, klank- en akoestiek materiaal, kurk- en asbesisoleerwerk, houtlatwerk, die aanbring van komposisieplafonne en muurbedekking, die aanbring van houtproppe in mure, die bekleding van houtwerk met metaal, die insit van blokkies- en ander vloere, met inbegrip van hout en kurk en die skuur daarvan;

(3) vir werk wat buite die terrein verrig word en wat 'n permanente en integrerende deel van 'n gebou sal vorm, nl.—

skrynmessel-, pleister-, modelleerwerk, loodgieters-toebehoore volgens spesifikasie vir installering in gespesifiseerde geboue, maar wat nie vir voorraad vervaardig word nie, ewemin vir toonbanke, skerms en binnenshuise los en vaste toebehoore volgens spesifikasie vir die permanente installering in gespesifiseerde geboue;

maar omvat nie klerklike werknemers en administratiewe personeel of die bedrading van of installering in geboue van beligtings-, verwarmings- of ander vaste elektriese toebehoore of die herstel of onderhoud van hysers in geboue nie;

„losarbeider”, 'n ongeskoolde arbeider wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

„plattelandse werk”, werk in die magistraatsdistrik Oos-Londen, maar nie binne 'n straal van agt myl van die hoofposkantoor van Oos-Londen af nie;

„noodsaaklike dienste”, enige werk wat noodsaaklikerwys verrig moet word vir die versekering van die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, besigheid of onderneming;

„noodwerk”, werk wat nie redelikerwys gedurende die ure wat in klousule 10 (1) en (2) van hierdie Ooreenkoms voorgeskryf word, verrig kan word nie;

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

„halfgeskoolde werknemer”, 'n werknemer wat elkeen of enigeen van die volgende klasse werk verrig, nl.:—

Uitsluitlik oor arbeiders toesig hou, metaalvensters in-mekaarsit, houtskuiframe vasspyker, beton- of daghamengers of ander dergelike masjiene bedien, rioolpype kalfater, betonpype vervaardig, klippoleermasjinerie, uitgesonderd 'n „Mall en Biax” en soortgelyke draagbare draaiskuurskywe, verstelbare saag- en afwerkmasjiene bedien, en wat daarbenewens die werk van 'n arbeider kan verrig;

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

„arbeider”, 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- (i) Die uitgraaf of uithaal van klippe of grond vir fundamente, slote, rioler en kanale;
- (ii) die verwydering van uitgegraafde klippe en grond;
- (iii) die inskep in of verwydering uit dagha- of betonmengmasjinerie van dagha en die meng van dagha of beton met die hand of skopgraaf;
- (iv) die oplaai of aflaai van materiaal;
- (v) die dra van dagha, bakstene, klippe, beton of ander materiaal;
- (vi) die skoonmaak van gebruikte bakstene;
- (vii) die wtkalk van en die aansmeer van teer of soortgelyke produkte aan geboue en latrines wat deur natuurlike bewoon en gebruik word en ru-timmerhout soos balke en onderkante van vloere; met dien verstande egter dat wtkalk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne sestig dae na die voltooiing van enige gebou, van hierdie woordoms-krywing uitgesluit is;
- (viii) Die vasbind of vasdraai van versterkingsmateriaal met staaldraad en die sny, buig en insaameling van sodanige m.

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

plastering, which includes modelling, granolithic and composition flooring, precast or artificial stone work, wall and floor tiling, paving and mosaic work;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire prevention, installation, and the making and fitting of plumbing fixtures from sheet metal;

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

steel reinforcing, which means the making, binding and fixing of steel reinforcements;

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

woodworking, which includes carpentry, woodwork-ing 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, covering of woodwork with metal, block and other flooring, including wood and cork and sandpapering of same;

(3) for the purpose of work done off the site which will form a permanent and integral portion of a building, viz.—

joinery, masonry, plastering, modelling, plumbing fixtures to specifications for installation in specified buildings but not manufactured for stocks, counters, screens and interior fittings and fixtures to specification for permanent installation in specified buildings;

but shall not include clerical employees and administrative staffs or the wiring of or installations in building of lighting, heating or other permanent electrical fixtures or the repair or maintenance of lifts in buildings;

“casual labourer” means an unskilled labourer who is employed by the same employer on not more than three days in any week;

“country job” means a job within the Magisterial District of East London, but not within a radius of eight miles from the principal post office at East London;

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

“emergency work” means such work as cannot reasonably be performed during the hours prescribed in clause 10 (1) and (2) of this Agreement;

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

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

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

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

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

- (i) Digging or taking out stone or soil for foundations, trenches, drain and channels;
- (ii) removing excavated stone and soil;
- (iii) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand or with shovels;
- (iv) loading or unloading materials;
- (v) carrying mortar, brick, stone, concrete or other materials;
- (vi) cleaning used bricks;
- (vii) lime-washing and the use of tar or similar products on buildings and latrines occupied and used by natives, and rough timber such as joists, and underside of floors; provided, however, that lime-washing in connection with building and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;
- (viii) binding or tying with wire steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;

- (ix) die oprigting van steiers onder toesig van 'n bevoegde persoon na wie in klousule 14 (4) verwys word;
- (x) die gelykmaak van beton onder toesig soos voorgeskryf in klousule 14 (2);
- (xi) die sny van draad aan pype onder toesig van 'n vakman;
- (xii) die verlening van hulp aan ambagsmanne waar nodig maar nie die verrigting van geskoolde werk nie.

4. LONE.

(1) Die minimum loon wat 'n werkgewer aan elke lid van die ondergenoemde klasse werknemers moet betaal, is soos volg:—

Klas werknemer.	Per uur.
	s. d.
(a) Arbeider	0 9
(b) Bestuurder van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met een ton	1 7
oor een ton en tot en met drie ton	1 8
oor drie ton en tot en met vyf ton	1 9
oor vyf ton en tot en met sewe ton	2 2½
oor sewe ton	2 6½
(c) Bestuurder van 'n stoomwa	2 7½
(d) Bediener van 'n skuur- en draaiskuurskryfmasjien vir vloere; bediener van 'n hystoestel	1 10
(e) Halfgeskoolde werknemer	1 8
(f) Werknemers in alle ander ambagte en beroepe (uitgesonderd vakleerlinge en minderjariges gedurende die proeftydperk ingevolge die Wet op Vakleerlinge, 1944)	3 6
(g) Los arbeider	0 10

Vir die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms moet dit beskou word dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

(2) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om in die geheel meer as een uur op 'n dag, of bo en behalwe sy eie werk, of in plaas daarvan, werk van 'n ander klas te verrig waarvoor in subklousule (1) 'n hoër loon voorgeskryf word as dié vir sy eie klas, moet daardie werknemer vir al die werkure op daardie dag, na gelang van die geval, teen die hoër of hoogste skaal besoldig.

(3) Alle arbeider, uitgesonderd los arbeiders, moet op 'n weeklikse basis in diens geneem word en moet, behoudens klousule 12 (1) minstens die loonskaal betaal word wat aan 'n werknemer wat 'n volle week gewerk het, betaalbaar is, ongeag of die ure wat gewerk is, minder as die gewone weeklikse ure is of nie.

Met dien verstande dat indien sodanige arbeider hom nie op enige werkdag vir werk aanmeld nie, hy nie op enige loon vir daardie dag geregtig is nie.

(4) Benewens die loon wat in subklousule (1) voorgeskryf word, moet die werkgewer sy werknemers minstens 10 persent van sodanige loon betaal vir elke uur of gedeelte van 'n uur waarin die werknemer gevaarlike werk verrig.

Vir die toepassing van hierdie subklousule beteken „gevaarlike werk” —

- (a) werk wat in enige wetlike, provinsiale of munisipale wet of regulasie met betrekking tot die Bounywerheid as gevaarlik geklassifiseer is en in enige dorp of plek waar sodanige werk verrig word, van toepassing is;
- (b) werk wat aan die buitekant van 'n gebou verrig word, behalwe gedurende die oprigting van 'n nuwe gebou, of op van 'n hangsteier, hangstoeltjie, of 'n dak of skuifloor af, of op 'n hoogte van meer as 25 voet bo die grondoppervlakte, in verband met die opknapping, verbouing of herstelling van so 'n gebou;
- (c) werk wat aan 'n losstaande steen- of staalbundelskoorsteen op 'n hoogte van meer as 25 voet bo die grondoppervlakte verrig word;
- (d) werk wat in ou riole geskied;
- (e) die montering van ligte op ophang van vlagversierings aan geboue.

(5) Minderjariges moet minstens die eerste leerjaar se loonskaal betaal word gedurende die proeftyd wat by die Wet op Vakleerlinge toegelaat word.

5. LEWENSKOSTETOELAE.

(1) Werknemers vir wie lone in klousule 4 (1) (f) voorgeskryf word, moet benewens sodanige lone 'n lewenskostetoelae van 1s. per uur, bereken op die gewone werkure, uitgesonderd oortyd, betaal word.

Met dien verstande dat die lewenskostetoelae aldus betaalbaar aan werknemers vir wie lone in klousule 4 (1) (f) voorgeskryf word, teen 'n skaal van 1d. per uur vir elke volle kerf van 2.5 punte styging of daling in die kleinhandelprysindekssyfer bo of benede 145, verhoog of verminder moet word.

Vir die toepassing van hierdie klousule beteken die uitdrukking „klein handelprysindekssyfer” of „syfer”, die syfer met betrekking tot voedsel, brandstof, ligte, huur en diverse vir die gebied Oos-Londen, met homself in 1938 vergelyk, deur die Direkteur van Sensus in die maandelikse persberig gepubliseer.

Enige verhoging of vermindering van die toelae kragtens hierdie bepaling is betaalbaar vanaf, d.w.s. tree in werking op die eerste betaaldag na die publikasie van die maandelikse Sensuspersberig waarin die verandering in die indekssyfer aangekondig word, wat die verhoging of vermindering nodig maak.

- (ix) scaffold erecting under supervision of a competent person referred to in clause 14 (4);
- (x) levelling concrete under supervision as prescribed in clause 14 (2);
- (xi) threading of piping under the supervision of an artisan;
- (xii) assisting artisans wherever necessary, but not to perform skilled work.

4. WAGES.

(1) The minimum 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.
	s. d.
(a) Labourer	0 9
(b) Driver of mechanical vehicle with a net carrying capacity—	
up to and including one ton	1 7
over one ton and up to and including three tons	1 8
over three tons up to and including five tons	1 9
over five tons up to and including seven tons	2 2½
over seven tons	2 6½
(c) Driver of a steam wagon	2 7½
(d) Operator of a sand papering and spinning machine on flooring; operator of a hoist	1 10
(e) Semi-skilled employee	1 8
(f) Employees in all other trades and occupations (excluding apprentices and minors during the probationary period under the Apprenticeship Act, 1944)	3 6
(g) Casual labourer	0 10

In classifying an employee for the purposes of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

(2) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which a higher wage than that of his own class is prescribed in sub-clause (1), shall pay to such employee a wage for all the hours of work on that day at the higher or highest rate as the case may be.

(3) All labourers, other than casual labourers, shall be employed on a weekly basis and shall, subject to clause 12 (1) be paid not less than the wage rate payable to an employee who has worked a full week whether or not the hours worked are less than the ordinary weekly hours:

Provided that if such labourer does not present himself for work on any working day, he shall not be entitled to any wages for such day.

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

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

- (a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;
- (b) performed on the outside of a building, other than in the course of the erection of a new building, on or from a swinging scaffold, boatswain's chair or a roof or extension ladder, at a height of more than 25 feet from ground level, in connection with the renovation, alteration or repair of such building;
- (c) performed on an independent chimney or steel stack at a height of more than 25 feet from the ground level;
- (d) performed in old sewers;
- (e) the erection of illuminations or hanging of bunting on buildings.

(5) Minors, during the probationary period allowed by the Apprenticeship Act, shall be paid not less than the first year apprenticeship rate of wages.

5. COST OF LIVING ALLOWANCES.

(1) Employees for whom wages are prescribed in clause 4 (1) (f) shall in addition to such wages be paid a cost of living allowance of 1s. per hour calculated on the ordinary hours of work, exclusive of overtime.

Provided that the cost of living allowance so payable to employees for whom wages are prescribed in clause 4 (1) (f) shall be increased or decreased at the rate of 1d. per hour for every complete notch of 2.5 points rise or fall in the retail price index figure above or below 145.

For the purpose of this clause, the expression “retail price index figure” or “figure” means the figure relating to food, fuel, light, rent and sundries for the area of East London compared with itself in 1938, published by the Director of Census in the monthly Press Release Statement.

Any increase or decrease in the allowance in terms of these provisions shall be payable as from, i.e., come into operation on the first pay day after the publication of the census monthly press release statement reflecting the change in the index figure, necessitating such increase or decrease.

(2) Alle ander werknemers moet die lewenskostoelae ontvang wat voorgeskryf is by Oorlogsmaatreël No. 43 van 1942, of enige wysiging daarvan.

(3) Ondanks die bepaling van subklousule (1), is lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of sóos dit van tyd tot tyd gewysig kan word, betaalbaar indien die lewenskostoelae wat kragtens genoemde Oorlogsmaatreël betaalbaar is, vir die werknemer gunstiger is as die betrokke bepaling van die Ooreenkom.

6. KONTRAK SLEGS VIR ARBEID.

Geen werkgewer mag werk op 'n kontrakbasis slegs vir arbeid uitreik nie. Geen werknemer mag werk op daardie basis verrig nie.

7. BETALING VAN LONE, OORTYD EN ANDER BESOLDIGING.

(1) *Werknemers, uitgesonderd los arbeiders.*—(a) Lone, verdienste vir oortyd en alle ander besoldiging wat verskuldig is, moet wekklis gedurende werkure en nie later nie as 4.30 nm. op Vrydae of by diensbeëindiging, indien dit voor die gewone betaal-dag van die werknemer geskied, in kontant betaal word. Wanneer Vrydag 'n vakansiedag in die bounywerheid is, moet betaling op die voorafgaande Donderdag geskied.

(b) Lone, verdienste vir oortyd en enige ander besoldiging wat verskuldig is, moet aan die werknemers oorhandig word in verskeide koeferte of ander houers wat die naam van die werknemer, die getal gewone ure en oortydure gewerk, enige aftrekkings wat miskien gedoen is en die ingesluite bedrag vermeld.

(c) Behoudens die bepaling van klousules 24 (1) en 31 (1) mag geen aftrekkings van enige aard van bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone, verdienste vir oortyd en/of enige ander vorm van besoldiging, gedoen word nie, uitgesonderd enige bedrag wat 'n werkgewer verplig of toegelaat is om kragtens 'n wet of op bevel van 'n bevoegde hof af te trek.

(2) *Los arbeider.*—'n Werkgewer moet die besoldiging wat aan sy los arbeider verskuldig is, by die beëindiging van sy diens in kontant betaal.

8. STAPTYD EN VERVOER.

(1) Wanneer 'n werk buite 'n straat van drie myl maar binne 'n straat van agt myl van die hoofposkantoor van Oos-Londen geleë is, moet die werkgewer aan elke werknemer wat by daardie werk in diens is, 'n toelae van drie pennies betaal vir elke halfmyl of gedeelte van 'n halfmyl van die afstand wat buite so 'n straat van drie myl geleë is.

(2) Die toelae is daaglik vir albei rigtings betaalbaar, maar moet vir elke rigting afsonderlik bereken word.

(3) 'n Werkgewer is daarop geregtig om, in plaas van bogenoemde, geskikte vervoer in albei rigtings te verskaf.

(4) Enige tyd wat deur 'n werknemer in beslag geneem word om na of van werk te gaan, mag nie as deel van die gewone werkure of oortyd gereken word nie.

(5) 'n Werknemer wat op staptyd- of vervoertoelae geregtig is, moet sodanige toelae wekklis eis en betaal word.

(6) Vir die toepassing van hierdie klousule beteken „geskikte vervoer”, vervoer wat van waterdigte bedekking en geskaafde houtsitplekke voorsien is.

9. TOELAE VIR PLATTELANDSE WERK EN WERK WEG VAN HUIS AF.

(1) Vervoer na en van die plek moet deur 'n werkgewer verskaf word aan 'n werknemer wat deur hom na plattelandse werk gestuur word; met dien verstande dat die werkgewer in plaas daarvan die volgende betaling moet doen:—

(a) Wanneer dit redelikerwys verklaar kan word dat 'n werknemer in staat is om elke dag terug te gaan huis toe en dit doen—elke dag 'n tweedeklasspoorwegretoerkaartjie. Betaling geskied alleen vir tyd waarin arbeid by die werk verrig is.

(b) Wanneer dit redelikerwys verklaar kan word dat 'n werknemer nie in staat is om elke dag terug te gaan huis toe nie, 'n tweedeklasspoorwegretoerkaartjie na en van die werk, onderskeidelik by die aanvang en beëindiging van die werk en ook een keer per maand indien die werknemer een maand of langer van sy huis af weg is. Vir tyd wat gedurende gewone werkure in beslag geneem word om te reis, moet teen die uurloos van die betrokke werknemer betaal word en vir tyd wat buite die gewone werkure in beslag geneem word om te reis, teen die helfte van sodanige loon.

(c) Wanneer dit redelikerwys verklaar kan word dat 'n werknemer gedurende die naweek huis toe kan gaan en teen die gewone aanvangstyd op Maandag (of Dinsdag in geval van Paasmaandag, en waar Kersdag of Gelofte-dag op 'n Sondag of Maandag val) kan terugkeer, is hy op 'n tweedeklasspoorwegretoerkaartjie vir die naweek geregtig, maar geen betaling in plaas van die kaartjie geskied, indien die reis nie aanvaar word nie. 'n Werknemer is nie op besoldiging of lewenskostoelae ten opsigte van tyd geregtig waarin gedurende sulke naweke gereis word nie.

(2) (a) Geskikte losies en slaapplek moet deur die werkgewer naby die werkerrein verskaf word.

(b) In plaas daarvan kan 'n werkgewer—

(i) aan elke werknemer ten opsigte van losies 'n toelae van 9s. vir elke 24 uur of gedeelte daarvan bo 12 uur betaal, bereken van die tydstop af waarop 'n werknemer by die werk begin werk; en

(ii) aan elke werknemer ten opsigte van slaapplek 'n bykomende 3s. 6d. betaal vir elke nag wat so 'n werknemer weg van sy huis deurbring.

(2) All other employees shall receive cost of living allowance as prescribed by War Measure No. 43 of 1942 or any amendment thereof.

(3) Notwithstanding the provisions of sub-clause (1), should the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended, or as may be amended from time to time, be more favourable to the employee than the relative provisions of the Agreement, cost of living allowance in terms of the said War Measure shall become payable:

6. LABOUR ONLY CONTRACT.

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

7. PAYMENT OF WAGES, OVERTIME AND OTHER REMUNERATIONS.

(1) *Employees Other than Casual Labourers.*—(a) Wages, earnings for overtime and all other remunerations due shall be paid in cash weekly during working hours and not later than 4.30 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

(b) Wages, earnings for overtime and any other remuneration due shall be handed to employees in sealed envelopes or other containers bearing the name of the employee, number of ordinary and overtime hours worked, any deductions which may have been made and the amount enclosed.

(c) Subject to the provisions of clauses 24 (1) and 31 (1) no deduction 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.

(2) *Casual Labourer.*—An employer shall pay the remuneration due to his casual labourer in cash on termination of his employment.

8. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated outside a radius of three miles but within a radius of eight miles from the principal post office of East London, the employer shall pay to each employee employed on such a job an allowance of threepence for every half mile or portion of a half mile of the distance beyond such three mile radius.

(2) The allowance shall be payable for both ways daily but shall be calculated separately each way.

(3) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing.

(4) Any time occupied by an employee in proceeding to or from work shall not be deemed to be part of the ordinary hours of work or overtime.

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

(6) For the purpose of this clause “suitable transport” shall mean transport provided with waterproof covering and planed wooden seating.

9. COUNTRY JOBS AND WORKING-AWAY ALLOWANCES.

(1) Transport to and from the place shall be provided by an employer to a employee sent by him to a country job; provided that the employer shall make the following payments in lieu thereof:—

(a) Where an employee can reasonably be said to be 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 an employee can reasonably be said to be unable to return to his home daily second class railway fare to and from the place of work at the beginning and termination of such work respectively and also once a month if the employee is absent from his home for one month or longer. Time occupied in travelling during the ordinary hours of work shall be paid for at the hourly rate of wages of the employee concerned and the time occupied in travelling outside the ordinary hours of work at half such rate.

(c) Where an employee can reasonably be said to be able to proceed to his home at the week-end and return by the ordinary starting time on Monday (or Tuesday in the case of Easter Monday and where Christmas Day or Day of Covenant falls on Sunday or Monday) he 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. An employee shall not be entitled to any remuneration or cost of living allowance in respect of time spent in travelling during such week-ends.

(2) (a) Suitable board and sleeping accommodation in proximity to the place of work shall be provided by the employer.

(b) In lieu thereof an employer may—

(i) pay to each employee in respect of board an allowance of 9s. for each 24 hours or part thereof in excess of 12 hours, calculated from the time at which an employee commences work on the job; and

(ii) pay to each employee in respect of sleeping accommodation an additional 3s. 6d. for every night such employee spends away from home.

10. WERKURE.

(1) (a) Behoudens die bepalings van subklousule (5) van hierdie klousule en klousule 11 van hierdie Ooreenkoms, mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om vroeër as 7.30 v.m., tussen 12.30 n.m. en 1.30 n.m., te werk nie, ewemin later as 5 n.m. op enige dag van Maandag tot en met Donderdag, of 4.30 n.m. op Vrydae.

(b) Ondanks subklousules (2) (a) en (5) van hierdie klousule, kan 'n werkgewer halfgeskoolde werknemers en arbeiders toelaat om op enige werkdag om 7 v.m. te begin werk.

(2) Die gewone werkure van 'n werknemer, uitgesonderd 'n los arbeider, mag nie die volgende te bowe gaan nie:—

(a) In die geval van 'n arbeider, bestuurder van 'n meganiese voertuig of stoomwa, bediener van 'n hystoestel en half-geskoolde werknemer—

(i) 43½ uur in enige week van Mandag tot Vrydag;

(ii) agt uur en vyftig minute op enige dag van Maandag tot en met Donderdag, en agt uur en twintig minute op Vrydag;

(b) In die geval van alle ander werknemers—

(i) 42 uur in 'n week van Maandag tot en met Vrydag;

(ii) 8½ uur op enige dag van Maandag tot en met Donderdag en agt uur op Vrydag;

(3) Die gewone werkure van 'n los arbeider moet hoogstens 8½ uur op enige dag wees.

(4) Geen werknemer mag toegelaat word om langer as vyf uur aaneen sonder 'n ononderbroke pouse van een uur te werk nie.

(5) Behoudens die toestemming van die Raad, kan 'n werkgewer werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie, behalwe op die voorwaardes voorgeskryf in klousule 11 van hierdie Ooreenkoms; en voorts met dien verstande dat 'n werknemer in diens op 'n skof wat na 5 n.m. begin of later as 8 v.m. eindig, die lone voorgeskryf in klousule 4, plus 10 persent, betaal moet word.

(6) Geen werknemer mag enige werk aanvra, onderneem of verrig of sy beroep of enige ambag of onderdeel daarvan, wat in die woordoms krywing „Bounywerheid” genoem word, hetsy vir besoldiging of nie, vir of namens enige persoon buite die ure wat voorgeskryf is in, of wat ingevolge hierdie Ooreenkoms vasgestel kan word, ewemin op Saterdag, Sondag, Goeie Vrydag, Paasmaandag of gedurende die jaarlike verloftydperk, terwyl hy in diens van 'n werkgewer in die Bounywerheid is, uitoefen nie, behalwe wanneer die voorafgaande toestemming van die Raad eers skriftelik verkry is; met dien verstande dat sodanige werknemer slegs vir homself kan werk.

(7) Geen ander werk as dié soos uiteengesit in klousule 11 (1) mag op Sondag, Goeie Vrydag, Paasmaandag of Geloftedag verrig word nie, en vir alle sodanige werk wat op sulke dae verrig word, moet teen dubbel die tydloon betaal word.

11. OORTYD.

(1) 'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om oortyd te werk nie, behalwe vir noodsaaklike dienste of in gevalle van noodwerk.

(2) Behoudens die bepalings van klousule 10 (5), moet 'n werknemer van wie vereis word om oortyd te werk, vir die eerste vier uur bo die gewone werkure gewerk, uitgesonderd tyd wat vir verversings afgestaan word, 1½ maal sy gewone tydloon betaal word, en daarna vir elke uur of gedeelte van 'n uur tot die gewone begintyd op die volgende werkdag teen dubbel sy gewone loonskaal; met dien verstande dat 1½ maal die loon voorgeskryf in artikel 4 (1) van hierdie Ooreenkoms op Saterdag betaal moet word vir werk wat tussen die normale weekdagbegintyd en 11 v.m. verrig word, en daarna dubbel sodanige loon ten opsigte van werk wat gedurende die orige tydperk op Saterdag verrig word.

(3) Geen werkgewer mag sy werknemer toelaat, om meer as 10 uur oortyd in 'n week te werk nie, en geen werknemer mag meer as tien uur oortyd in een week werk nie.

(4) Oortyd moet beskou word as tyd wat bo die getal ure wat in klousule 10 (2) en (3) voorgeskryf is, gewerk word.

12. DIENSBEÏNDIGING.

(1) 'n Werknemer wat sy diens by 'n werkgewer wil beëindig en enige werkgewer wat sy diens by 'n werknemer wil beëindig, moet, na gelang van die geval, die volgende tydperke kennisgewing van sodanige diensbeëindiging aan die werkgewer of werknemer gee:—

(a) In die geval van 'n arbeider wat minder as een maand by dieselfde werkgewer in diens was, minstens 24 uur kennisgewing.

(b) In die geval van 'n arbeider wat langer as een maand by dieselfde werkgewer in diens was, minstens een week kennisgewing.

(c) In die geval van timmermans of skrynwerkers minstens twee uur kennisgewing en gedurende hierdie tydperk van kennisgewing moet sodanige timmerman of skrynwerker toegelaat word om sy gereedskap weer vir gebruik in orde te bring.

(d) In die geval van alle ander werknemers minstens een uur kennisgewing.

Met dien verstande dat die diens in geen geval voor die ophoutyd wat voorgeskryf is in, of soos ingevolge klousule 10 van hierdie Ooreenkoms vasgestel kan word, mag eindig nie.

10. HOURS OF WORK.

(1) (a) Subject to the provisions of sub-clause (5) of this clause and clause 11 of this Agreement, an employer shall not require or allow an employee to work and an employee shall not work earlier than 7.30 a.m., between 12.30 p.m. and 1.30 p.m. Nor later than 5 p.m. on any day from Monday to Thursday, inclusive, or 4.30 p.m. on Fridays.

(b) Notwithstanding sub-clauses (2) (a) and (5) of this clause an employer may permit semi-skilled employees and labourers to commence work at 7 a.m. on any working day.

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

(a) in the case of a labourer, driver of a mechanical vehicle or steamwagon, operator of a hoist and semi-skilled employee—

(i) forty-three and two-thirds hours in any week from Mondays to Fridays;

(ii) eight hours and fifty minutes in any day from Monday to Thursday, inclusive; and eight hours and twenty minutes on Fridays;

(b) in the case of all other employees—

(i) forty-two hours in any week from Monday to Friday, inclusive;

(ii) eight and one-half hours in any day from Monday to Thursday, inclusive; and eight hours on Friday.

(3) The ordinary hours of work of a casual labourer shall not exceed eight and three-quarter hours in any day.

(4) No employee shall be allowed to work more than five hours continuously without an uninterrupted interval of one hour.

(5) Subject to the consent of the Council an employer may engage employees to work two or three shifts during any period of twenty-four hours; provided, however, that no employee shall work more than one shift in any period of twenty-four hours except under the conditions prescribed in clause 11 of this Agreement; and provided further that an employee employed on a shift which commences after 5 p.m. or ceases later than 8 a.m. shall be paid the wages prescribed in clause 4 plus 10 per cent.

(6) No employee shall solicit, undertake or perform any work or ply his trade or any trade or subdivision thereof mentioned in the definition of "Building Industry" whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with this Agreement, nor on Saturdays, Sundays, Good Friday, Easter Monday, or during the annual leave period, whilst in the employ of an employer in the Building Industry, except where the prior consent of the Council had first been obtained in writing; provided that such an employee may perform work for himself only.

(7) No work other than that specified in clause 11 (1) shall be performed on Sundays, Good Friday, Easter Monday or Day of Covenant, and all such work performed on such days shall be paid for at double time.

11. OVERTIME.

(1) An employer shall not require nor allow his employee to work overtime except on essential services or in cases of emergency work.

(2) Subject to the provisions of clause 10 (5) an employee who is required to work overtime shall be paid at the rate of one-and-a-half times his ordinary rate of wages for the first four hours worked in excess of the ordinary hours of work, excluding time taken for refreshments, and thereafter at double his ordinary rate of wages for every hour or part of an hour until the usual starting time on the next working day; provided that on Saturdays one-and-a-half times the wages prescribed in section 4 (1) of this Agreement shall be paid for the work done between normal weekday starting time and 11 a.m., thereafter double such wages in respect of work done during the remaining period of Saturdays.

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

(4) Overtime shall be regarded as time worked in excess of the number of hours prescribed in clause 10 (2) and (3).

12. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating an engagement with an employer, and any employer desirous of terminating the services of an employee shall give the following periods of notice of such termination of employment to the employer or employee as the case may be:—

(a) In the case of a labourer who has been employed by the same employer for less than one month not less than twenty-four hours' notice.

(b) In the case of a labourer who has been employed by the same employer for longer than one month, not less than one week's notice.

(c) In the case of carpenters or joiners, not less than two hours' notice during which period such carpenter or joiner shall be allowed to put his tools in order.

(d) In the case of all other employees, not less than one hour's notice.

Provided that employment shall not in any case terminate before the finishing time prescribed in or as may be laid down in accordance with clause 10 of this Agreement.

(2) Geen diensopsegging word vereis nie tensy die betrokke werknemer minstens drie agtereenvolgende dae by dieselfde werkgewer gewerk het.

13. BÊREPLEK VIR EN VERSKAFFING VAN GEREEDSKAP.

(1) 'n Geskikte plek moet deur die werkgewer by alle werke verskaf word waarin gereedschap toegesluit kan word. Dit is nie op stukwerk van toepassing nie. Alle gereedschap van werknemers in werkwinkels moet deur die werkgewer teen verlies deur brand verseker word. Indien sodanige gereedschap nie verseker is nie, is die werkgewer aanspreeklik om enige verlies van sodanige gereedschap, as gevolg van brand, te vergoed.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedschap by die werk verskaf. Hierdie subklousule is nie op stukwerk van toepassing nie.

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

- (a) *asfalteerders*—rollers, kwaste, reihoute, kapstewels, handskoene en oorpakke;
- (b) *timmermans*—alle klampe, handklampe, lymkwaste, moersleutels, koevoete, awegare en bore langer as 12 duim, alle hamers swaarder as 3 lb., en sae vir asbesbedekking;
- (c) *vyle vir die skerpmaak van sae wat gebruik word om asbes of dergelyke harde materiaal mee te saag;*
- (d) *klipmesselaars en -kappers*—
 - (i) gereedschap vir die bewerking van graniet of harde klip en kloue;
 - (ii) geskikte skure vir klipkappers met dakke wat minstens 10 voet hoog moet wees. Hierdie bepaling is nie op klein werksies by bouterreine van toepassing nie;
 - (iii) 'n werknemer om alle gereedschap skerp te maak;
- (e) *skilders en plakkers*—alle gereedschap, uitgesonderd stopverf-messe, stoffers en plakkerskwaste en -skere;
- (f) *pleisterraars*—daghaborde en steiers van geskikte hoogte, rollers, reihoute en spesiale granolietwerkgereedschap;
- (g) *loodgieters en gasaanleërs*—
 - (i) masjiene wat in die werkwinkel of by die werk gebruik word;
 - (ii) bankaambeelde en klinkboute en bore van alle groottes;
 - (iii) draadsnygereedschap soos stok en snymoer, snytappe en palratte;
 - (iv) pypsnijgereedschap en bankskroewe;
 - (v) spesiale en swaar kalfaatysters en vuurpotte;
 - (vi) metaalpotte en groot giellepels;
 - (vii) beitels, deurslae en muurpenne langer as 9 duim;
 - (viii) soldeerboute;
 - (ix) vyle en ystersaagblaie;
 - (x) drewels met 'n deursnee van meer as 2 duim;
 - (xi) snappers van klinknael No. 12 af en groter, en groefgereedschap;
 - (xii) metaalplaatwerkers se houthamers en swaar klophamers;
 - (xiii) deurslae met 'n deursnee van meer as $\frac{1}{4}$ (een-kwart) duim, hol of solied;
 - (xiv) moersleutels en tange langer as 12 duim.

14. SPESIALE BEPALINGS VIR DIE VERRIGTING VAN SEKERE KLASSE WERK.

Werkgewers en werknemers moet die volgende bepalinge nakom:—

(1) *Modelleerwerkwinkels vir pleisterraars*.—Die vul van gietvorms moet onder die behoorlike toesig geskied van 'n werknemer wat minstens 3s. 6d. per uur betaal moet word en geen werknemer wat aldus in diens is, mag lone teen 'n laer skaal aanneem nie.

(2) *Betonwerk*.—(i) 'n Werknemer in diens om enigeen van die volgende werksaamhede te verrig:—

- (a) die maak of oprigting van bekisting;
 - (b) die afwerk van oppervlaktes;
 - (c) toesig hou oor die oprigting en aansit van wapening;
 - (d) toesig hou oor die gelykmaak van en ander betonwerk;
- moet minstens 3s. 6d. per uur betaal word en geen werknemer wat aldus in diens is, mag lone teen 'n laer skaal aanneem nie.

(ii) Elke werkgewer moet 'n werknemer teen 'n skaal van minstens 3s. 6d. per uur in diens hê wat pal op diens moet wees terwyl beton *in situ* geplaas word en dit is hierdie werknemer se uitsluitlike plig om toesig te hou oor ander persone wat hierdie werk verrig.

(3) (a) *Klipwerk*.—(i) 'n Werkgewer mag geen persoon behalwe 'n klipmesselaar as 'n bediener van 'n klipdraaibank- en klipskaafmasjiene en/of 'n diamant- en karborundsaagmasjiene in diens hê nie, tensy sodanige persoon 'n loon van minstens 3s. 6d. per uur ontvang en geen werknemer wat aldus in diens is, mag lone teen 'n laer skaal aanneem nie.

(ii) 'n Werkgewer mag geen persoon behalwe 'n gekwalifiseerde klipmesselaar in diens hê vir werk wat gewoonlik deur klipmesselaars verrig word nie.

(b) 'n Werkgewer moet 'n werknemer wat in diens is om saagblaie vas te sit, klippe in gereedheid te stel om gesaag te word en/of alle klippe vir poliermasjiene vas te sit of waterpas te stel, 'n loon van minstens 3s. 6d. per uur betaal en geen werknemer wat aldus in diens is, mag 'n loon teen 'n laer skaal aanneem nie.

(c) 'n Werkgewer mag nie toelaat dat klipwerkbanke minder as ses voet van mekaar staan of dat stof gedurende werkuur met die lug van 'n uitlaatpyp of ander lug weggeblaas word nie.

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

13. STORAGE AND PROVISION OF TOOLS.

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops shall be ensured by the employer against loss by fire. If such tools are not insured, the employer shall be liable to make good any loss of such tools due to fire.

(2) Employers shall supply grindstones for sharpening tools on the job. This sub-clause shall not apply to jobbing work.

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

- (a) *asphalters*—rollers, brushes, straight-edges, top boots, gloves and overalls;
- (b) *carpenters*—all cramps, hand screws, glue-brushes, wrenches, crowbars, augers and bits over 12 inches long, all hammers over 3 lb. and saws for asbestos roofing;
- (c) files for sharpening of saws used in cutting of asbestos, and similar hard material;
- (d) *masons and stone-cutters*—
 - (i) tools for working granite or hard stone and claws;
 - (ii) suitable sheds for stone-cutters, the roof of which must not be less than 10 feet high. This rule shall not apply to small jobs on building sites;
 - (iii) an employee to sharpen all tools;

(e) *painters and paperhangers*—all tools except putty knives, dusters and paperhangers' brushes and scissors;

(f) *plasterers*—dagga boards and stands of suitable height, rollers, straight-edges and special granolithic tools;

(g) *plumbers and gasfitters*—

- (i) machines used in shop or on job;
- (ii) stake and riveting bars and drills of all sizes;
- (iii) screwing tackle, such as stock, dies, taps and ratchets;
- (iv) pipe cutting tools and vices;
- (v) special and heavy caulking irons and firepots;
- (vi) metal pots and large ladles;
- (vii) chisels, punches and wall pins over 9 inches in length;
- (viii) soldering irons;
- (ix) files and hacksaw blades;
- (x) mandrills over 2 inches in diameter;
- (xi) rivet sets from No. 12 rivet and over, and grooving tools;
- (xii) sheet metal workers, mallets and heavy dressers;
- (xiii) punches over $\frac{1}{4}$ (one-quarter) inch diameter, hollow or solid;
- (xiv) wrenches and tongs over 12 inches in length.

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

Employers and employees shall observe the following rules:—

(1) *Plasterers' Modelling Shops*.—The filling of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than 3s. 6d. per hour, and no employee so employed shall accept wages at a lower rate.

(2) *Concrete Work*.—(i) An employee employed to perform any of the following operations:—

- (a) Making or erecting shutterings;
- (b) finishing surfaces;
- (c) supervising the erection and fixing or reinforcing;
- (d) supervising the levelling and other concrete work;

shall be paid not less than 3s. 6d. per hour, and no employee so employed shall accept wages at a lower rate.

(ii) Every employer shall employ an employee at a rate of not less than 3s. 6d. per hour, who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(3) (a) *Stone Work*.—(i) An employer shall not employ any person other than a mason as an operator of a stone turning and planing machine and/or of a diamond and carborundum sawing machine unless such person is in receipt of wages not less than 3s. 6d. per hour and no employee so employed shall accept wages at a lower rate.

(ii) An employer shall not employ any person other than a qualified mason on work usually performed by masons.

(b) An employer shall pay an employee employed in fixing saw blades, setting stones ready for sawing and/or fixing or levelling all stones for, polishing machines, wages at not less than 3s. 6d. per hour, and no employee shall accept wages at a lower rate.

(c) An employer shall not permit mason's bankers to be less than six feet apart or dust to be blown off with exhaust or other air during working hours.

(d) Geen werkgewer mag in die Nywerheid of in die gebied waarop hierdie Ooreenkoms betrekking het, grafstene of grafgedenktekens of enige tipe klip gebruik wat, na gelang van die geval, vervaardig, bewerk of gedeeltelik bewerk is, in enige gebied van die Unie van Suid-Afrika waarin die loonskaal vir die betrokke werk laer is as dié wat vir sodanige werk vasgestel word in enige wetlike loonreëlingsdokument wat op die Bounywerheid in daardie gebied van toepassing is, of, by ontstentenis aan so 'n dokument in sodanige gebied, laer as die skaal vasgestel in enige wetlike loonreëlingsdokument wat die naaste aan daardie gebied van krag is nie.

(e) Alle gevierkante klip moet op die werkgewer se terrein of by die werk bewerk word, maar kan by die steengroef, dog enkel met behulp van 'n splythamer, kleiner gekap word. As die werkgewer se terrein by die steengroef geleë is, moet dit op 'n redelike veilige afstand van die werkfront van die steengroef lê.

(4) *Steierwerk.*—'n Werkgewer moet sorg dat alle steiers wat van hout gemaak is, behoorlik uit goeie materiaal saamgestel is, dat dit opgerig word onder voortdurende toesig van 'n bevoegde persoon aan wie die werkgewer minstens 3s. 6d. per uur moet betaal en dat dit ten minste aan die volgende vereistes voldoen:—

A. Algemeen.

(i) Alle pale moet skoon en ontbas wees voordat hulle gebruik word; alle hout wat gebruik word, moet vry wees van gevaarlike kwaste of ander gebreke.

(ii) Alle steiertoue moet minstens 'n ½ duim in deursnee en 20 voet lank wees. Kettingwerk mag gebruik word.

(iii) Alle wie vir die woeltoue moet behoorlik taps toeloop en nie minder as 14 duim lank wees nie.

(iv) Geen klampe mag vir die ondersteuning van enige deel van die raamwerk gebruik word nie.

(v) Alle houtsteierpale moet minstens 6 voet oormekaar lê en drie woelings hê.

(vi) By stutbalksteiers moet die stutbalke op die rand vasgemaak word en uit greinhout of timmerhout van 9 duim by 3 duim van gelyke sterkte bestaan. Stutbalke mag nie meer as 6 voet van mekaar wees nie en moet vloerplanke van 9 duim by 1½ duim as platforms hê. As vloerplanke van 9 duim by 3 duim gebruik word, kan die stutbalke 10 voet van mekaar wees, wat onder alle omstandighede die maksimum afstand is. Die buitegedeelte van die stutbalke moet met arms en stutte versterk word. Stutbalksteiers moet van 'n sterk veiligheidsleuning wat stewig vasgesit is, voorsien word.

B. Messelaarsteiers.

(i) Die staanders se voetstukke moet minstens 5 duim in deursnee wees en moet in die grond in behoorlik gefundamenteerde vate nie verder as 8 voet van middelpunt tot middelpunt uitmekaar vasgesit word nie.

(ii) Die riggers moet minstens 5 duim in deursnee wees en op afstande van meer as 5 voet van middelpunt tot middelpunt horisontaal aan die staanders gegrondwes word.

(iii) Die kortelings moet minstens 3 duim by 4½ duim en van langdraadhout van minstens 5 voet in lengte, met tussenruimtes van hoogstens 5 voet van middelpunt tot middelpunt in die muur vasgesit of vasgekeil wees.

(iv) Veiligheidsrelingings bestaande uit greinhoutplanke van minstens 9 duim by 1½ duim moet verskaf en aan die staanders op 'n hoogte van uiters 3 voet bo die steierplatform vasgewoel word, indien dit meer as 15 voet bo die grondhoogte is.

(v) Beveiligingsrelingings van 9 duim by 1½ duim greinhout moet as spatlys dig by die steiervloer aan die staanders vasgespyker word wanneer dit meer as 15 voet bo die grondoppervlakte is.

(vi) Platforms of bladbekisting moet minstens 3 voet breed en van greinhoutplanke van 9 duim by 1½ duim of 12 duim by 1½ duim gemaak wees. Alle oormekaarleggings moet minstens 12 duim lank en mooi gelyk oor die kortelings vasgemaak wees.

(vii) Alle steierwerk wat hoër as 30 voet is, moet diagonaal verspan word. Alle verspannings moet minstens 5 duim in deursnee vasgewoel en vasgekeil wees.

C. Boksteiers.

Boksteiers mag nie binne of buite hoër as 16 voet wees nie. Bokke moet op afstande van hoogstens 8 voet van middelpunt tot middelpunt vasgesit en uit vloerplanke van 9 duim by 1½ duim gemaak wees.

D. Skermsteiers.

Skermsteiers vervaardig uit draers van 6 duim by 2 duim moet vasgesit word aan staanders, toegedimmer met planke van 9 duim by 1½ duim, wat minstens 3 voet van die geboufront af uitsteek. Sterk draadmaas kan gebruik word in openinge wat vir beligting nodig is.

E. Daksteiers.

Planke moet op alle skuins dakke vir vastrapplek verskaf word.

F. Staalsteiers.

Staalsteiers moet in ooreenstemming met die fabrikant of leweransier se voorskrifte opgerig word.

15. SKUILPLEK TYDENS NAT WEER.

Op enige terrein waar boubedrywighede geskied, moet werkgewers geskikte geriewe verskaf waarin werknemers tydens nat weer kan skuil.

(d) Any employer shall not utilise in the Industry or in the area to which this Agreement relates grave stones or cemetery memorials or stone of any type manufactured, dressed, or partly dressed, as the case may be, in any area in the Union of South Africa in which a scale of wages for the work involved is lower than that laid down for such work in any statutory wage regulating instrument applicable to the Building Industry in that area, or, in the absence of any such instrument in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.

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

(4) *Scaffolding.*—An employer shall ensure that all scaffolding constructed of wood is properly constructed of sound material, that it is erected under the constant supervision of a competent person to whom the employer shall pay not less than 3s. 6d. per hour and that it shall at least conform to the following requirements:—

A. General.

(i) All poles are to be clean and all bark removed before using; all timber used shall be free from dangerous knots and other defects.

(ii) All scaffold cords are to be not less than ½ inch in diameter by 20 feet in length. Chain gear may be used.

(iii) All wedges for the lashings are to be properly tapered and not less than 14 inches in length.

(iv) No cleats may be used for supporting any member of the framing.

(v) All wooden scaffold poles shall be lapped not less than 6 feet and have three lashings.

(vi) In needle scaffolds the needle shall be fixed on edge and shall be 9 inches by 3 inch deal or timber of equal strength. Needles shall be spaced not more than 6 feet apart with 9 inch by 1½ inch flooring for platforms. If 9 inch by 3 inch flooring is used the needles may be spaced 10 feet apart which is to be maximum spacing in any circumstances. The outside portion of the needles must be strengthened by brackets and struts. Needle scaffold shall be provided with a strong and securely fixed guard rail.

B. Bricklayer's Scaffold.

(i) The standards must be not less than 5 inches in diameter at base and must be fixed in earth or in barrels with a proper foundation at not more than 8 feet centres.

(ii) The ledges must not be less than 5 inches in diameter based horizontally to standards at more than 5 feet centres.

(iii) The putlogs must be not less than 3 inches by 4½ inches and of straight grained wood, not less than 5 feet in length fixed or wedged into walls at not more than 5 feet centres.

(iv) Guard rails of not less than 9 inches by 1½ inches deal boards are to be provided and lashed to the standards at a height of not more than 3 feet above the decking scaffold over 15 feet above the ground level.

(v) Guard B-boards of 9 inches by 1½ inches deal to be nailed as skirting to the standards close down to decking of scaffolding more than 15 feet above ground level.

(vi) Platforms or decking are to be not less than 3 feet in width and constructed with 9 inches by 1½ inches or 12 inches by 1½ inches deal boards. All laps to be not less than 12 inches and evenly fixed over putlogs.

(vii) All scaffolding of a greater height than 30 feet is to be diagonally braced. All bracing to be not less than 5 inches in diameter, lashed and wedged.

C. Trestle Scaffolding.

Trestle scaffolding is not to be erected to a greater height than 16 feet internally or externally. Trestles to be fixed at not more than 8 feet centres with 9 inch by 1½ inch decking.

D. Fan Scaffolding.

Fan scaffolding constructed with 6 inch by 2 inch bearers to be fixed to standards close boarded with 9 inch by 1½ inch planks, projecting not less than 3 feet from face of building. Strong wire mesh may be used in spaces requires for lighting.

E. Roof Scaffolding.

Planking must be provided for foothold on all sloping roofs.

F. Steel Scaffolding.

Steel scaffolding shall be erected in conformity with manufacturer's or supplier's instructions.

15. 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.

16. LATRINES.

Behoorlike sanitêre geriewe moet by alle werksaamhede vir blankes en nie-blankes deur alle werkgewers verskaf word.

17. VERVERSINGS.

Elke werkgewer moet voorsiening maak vir 'n persoon wat smorens, by die begin van die middaggetenspouse en in die namiddag, tee vir sy werknemers kan voorberei. Geen werknemer mag sy werkplek in die namiddag verlaat om tee te gaan drink nie. 'n Tee pouse mag nie langer as tien minute in die môre en vyf minute in die namiddag duur nie.

18. WERKENDE WERKGEWER OF VENNOOT.

Enige werkende werkgewer en/of vennoot moet die werkure nakom wat in of ingevolge hierdie Ooreenkoms ten opsigte van die bedryf waarin hy werksaam is, voorgeskryf word.

19. KENNISGEWINGBORD.

Elke werkgewer en alle werkgewers wat in vennootskap werk, moet, waar werk deur hom of hulle in die bounywerheid uitgevoer word, op 'n opvallende plek, wat vir die publiek toeganklik is, 'n kennisgewingbord van minstens 2 voet by 1½ voet aanbring waarop die naam en besigheidsadres van die werkgewer of vennootskap aangetoon word.

Hierdie klousule is slegs van toepassing op werk wat minstens sewe dae of langer duur.

20. VERBOD OP INDIENSNEEMING VAN ENIGIEMAND ONDER VYFTIEN JAAR.

'n Werkgewer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

21. JAARLIKSE VERLOF.

Tensy die toestemming van die Raad eers vooraf kragtens klousule 30 van hierdie Ooreenkoms skriftelik verkry is, mag geen werkgewer van 'n werknemer vereis om gedurende ondergenoemde verloftydperke te werk nie en mag geen werknemer enige werk in die Nywerheid gedurende die verloftydperk verrig nie, wat tydens die duur van hierdie Ooreenkoms soos volg moet wees:—

- Van 5 nm. op Woensdag, 15 Desember 1954, tot 7 vm. op Dinsdag, 4 Januarie 1955.
- Van 5 nm. op Donderdag, 15 Desember 1955, tot 7 vm. op Woensdag, 4 Januarie 1956.
- Van 5 nm. op Vrydag, 14 Desember 1956, tot 7 vm. op Maandag, 7 Januarie 1957.

22. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(a) *Arbeiders.*—(i) Benewens die besoldiging kragtens hierdie Ooreenkoms, moet 'n werkgewer aan elke arbeider in sy diens 'n bedrag wat gelyk is aan een dag se loon betaal ten opsigte van die volgende dae, nl. Paasmaandag, Goëe Vrydag en Gelofte-dag, asof hy op dié dae gewerk het. Betaling moet geskied op die betaal-dag wat volg op die vakansiedae wat in hierdie klousule genoem word.

(ii) Bo en behalwe die gewone loon, moet 'n werkgewer ook op die dag voor die aanvang van die verloftydperk in klousule 21 genoem, aan elke arbeider in sy diens 'n bedrag betaal wat gelyk is aan een dag se loon ten opsigte van elke voltooide maand diens, plus twee dae se loon vir en ten opsigte van Kersdag en Nuwejaarsdag.

(iii) 'n Arbeider wie se dienskontrak by 'n werkgewer eindig voor die aanvang van die verloftyd genoem in klousule 21, moet by sodanige beëindiging 'n bedrag betaal word wat gelyk is aan een dag se loon vir elke volle maand diens by daardie werkgewer.

(iv) Vir die toepassing van subklousule (iii) beteken „een dag se loon” die besoldiging wat ten opsigte van 'n werkdag van 8 uur en 50 minute verskuldig is.

(b) *Vakleerlinge.*—Elke werkgewer moet op die laaste betaal-dag voor die aanvang van die verloftydperk wat in klousule 21 hiervan genoem word, aan elke vakleerling in sy diens die loon betaal wat sodanige vakleerling sou verdien het indien hy voortgegaan het om gedurende die genoemde verloftydperk vir sy werkgewer te werk, plus twee dae se loon ten opsigte van Kersdag en Nuwejaarsdag.

(c) *Alle ander werknemers (uitgesonderd los arbeiders).*—(i) Benewens enige ander besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig kan wees, moet sodanige werknemers, behoudens die bepaling van klousule 24 en ten opsigte van jaarlikse verlof, die ondergenoemde bedrag ten bate van die verloffonds betaal word:—

	Per uur. s. d.
Bestuurder van 'n meganiese voertuig met 'n netto dravermoë tot en met 5 ton	0 1½
Bediener van 'n skuurmasjien en draaiskuurskryfmasjien vir vloere	0 1½
Bediener van 'n hystoestel	0 1½
Halfgeskoolde werknemer	0 1½
Bestuurder van 'n meganiese voertuig met 'n netto dravermoë van oor die 5 ton	0 2½
Bestuurder van 'n stoomwa	0 2½
Alle ander werknemers	4

(ii) Die bedrae genoem in subklousule (i) moet betaal word ten opsigte van elke uur of gedeelte van 'n uur wat gedurende elke week diens gewerk is; met dien verstande dat geen betaling geskied ten opsigte van oortyd of ure gewerk op Sondag of die openbare vakansiedae wat in klousule 10 (6) genoem word nie.

16. LATRINES.

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

17. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at the commencement of the lunch period and in the afternoon. No employee may leave the position where he is working for tea in the afternoon. The duration of a tea interval shall not exceed ten minutes in the morning and five minutes in the afternoon.

18. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner shall, in respect of the trade at which he is working, observe the working hours prescribed in or in terms of this Agreement.

19 NOTICE BOARD.

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

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

20. PROHIBITION OF EMPLOYMENT OF ANY PERSONS UNDER THE AGE OF FIFTEEN YEARS.

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

21. ANNUAL LEAVE.

Unless the consent of the council has first been obtained in writing in terms of clause 30 of this Agreement, no employer shall require any employee to perform and no employee shall perform any work in the Industry during the holiday periods, which during the currency of this Agreement shall be as follows:—

- From 5 p.m. on Wednesday, 15th December, 1954 until 7 a.m. on Tuesday, 4th January, 1955.
- From 5 p.m. on Thursday, 15th December, 1955 until 7 a.m. on Wednesday, 4th January, 1956.
- From 5 p.m. on Friday, 14th December, 1956 until 7 a.m. on Monday, 7th January, 1957.

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

(a) *Labourers.*—(i) In addition to the remuneration in terms of this Agreement an employer shall pay to each labourer in his employ a sum equal to one day's pay in respect of the following days, viz., Easter Monday, Good Friday and Day of Covenant, as if he had worked on such days. Such payment shall be made on the pay day following the holidays referred to in this clause.

(ii) Over and above the ordinary wages an employer shall also, on the day prior to the commencement of the holiday period referred to in clause 21, pay to each labourer in his employ an amount equal to one day's pay in respect of each completed month of employment plus two days' pay for and in respect of Christmas Day and New Year's Day.

(iii) A labourer whose contract of employment with any employer terminates prior to the commencement of the holiday period referred to in clause 21 shall upon such termination be paid an amount equal to one day's pay in respect of each completed month of employment by that employer.

(iv) For the purpose of sub-clause (iii) "one day's pay" shall mean the payment due in respect of a working day of 8 hours 50 minutes.

(b) *Apprentices.*—Each employer shall pay to each apprentice in his employ on the last day prior to the commencement of the holiday period referred to in clause 21 hereof, the wages which such apprentice would have earned if he had continued to work for his employer during the said holiday period, plus two days' pay for and in respect of Christmas Day and New Year's Day.

(c) *All Other Employees (Excluding Casual Labourers).*—

(i) In addition to any other remuneration to which an employee may be entitled in terms of this Agreement such employee shall be paid, subject to the provisions of clause 24 and in respect of annual leave the amount set out hereunder towards the Holiday Fund:—

	Per Hour. s. d.
Driver of mechanical vehicle with the net carrying capacity up to and including 5 tons	0 1½
Operator of a sandpapering and spinning machine for flooring	0 1½
Operator of a hoist	0 1½
Semi-skilled employee	0 1½
Driver of a mechanical vehicle with the net carrying capacity of over 5 tons	0 2½
Driver of a steam wagon	0 2½
All other employees	0 4

(ii) The amounts referred to in sub-clause (i) shall be paid in respect of each hour or part of an hour worked during each week of employment; provided that no payments shall be made in respect of overtime or hours worked on a Sunday or the public holidays referred to in clause 10 (6).

23. STIGTING EN BEHEER VAN VERLOFFONDS.

(1) Die fonds wat op 17 Junie 1949 by Goewermentskennisgewing No. 1170 gestig is en bekend staan as „Die Oos-Londense Verloffonds vir die Bounywerheid” (hieronder „die fonds” genoem) word hierby voortgesit.

(2) Die fonds moet bestaan uit gelde wat ooploop uit die verkoop van seëls soos bepaal by klousule 24. Alle gelde wat ontvang word, moet binne twee dae na ontvangs daarvan in die krediet van die fonds by 'n bank gestort word, of indien daar 'n bankvakansiedag tussenbei kom, so spoedig moontlik daarna.

(3) Alle gelde wat aan die fonds behoort, kan van tyd tot tyd in Staatseffekte of op vaste deposito's teen aanvraag by 'n bank of bougenootskap na goeddunke van die Raad belê word en enige rente wat uit daardie beleggings gekweek word kom die algemene fonds van die Raad toe.

(4) Enige gelde ontvang uit die verkoop van verloffondsboekies wat deur die Raad verskaf word, kom die algemene fonds van die Raad toe ter vergoeding vir die beheer van die fonds.

(5) Alle trekkings uit die verloffonds se bankrekening of beleggings moet geskied per tjek of geskrif wat deur die sekretaris en/of tesourier en sodanige ander persoon of persone as wat die Raad kan benoem, onderteken moet wees.

(6) Die Raad kan na goeddunke reëls opstel wat hy nodig ag vir die behoorlike werking van die fonds en die beheer van die fonds vir sover dit nie met die bepalings van hierdie klousule strydig is nie.

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

(8) 'n Ouditeur of ouditeurs wat deur die Raad aangestel moet word, moet die rekenings van die fonds jaarliks ouditeer en voor of op 30 Junie 'n staat voorberei wat die volgende aantoon:—

- (a) Alle geld wat ontvang is; en
- (b) uitgawes wat onder alle hoofde aangegaan is gedurende die twaalf maande wat op die voorafgaande 31 Desember eindig, tesame met 'n staat wat die fonds se bate en laste aantoon.

Gewaarmerkte kopieë van hierdie state moet deur die voorsitter van die Raad medeonderteken word en die ouditeur se verslag daaroor moet by die Raad se kantoor vir insae lê. Sertifikate van albei state en die ouditeur se verslag daaroor moet so spoedig moontlik, maar op of voor 30 Augustus van elke jaar, by die Sekretaris van Arbeid ingedien word.

24. VERLOFFONDS.

(1) Elke werkgewer moet ten opsigte van die bedrae wat kragtens klousule 22 (c) verskuldig is, die bedrae hieronder genoem, aftrek van die besoldiging wat weekliks aan elke lid van die ondergenoemde klasse werknemers verskuldig is:—

	Per week. s. d.
Bestuurder van 'n meganiese voertuig met 'n netto dra vermoë tot en met 5 ton	6 6
Bediener van 'n skuurmasjien en draaiskuurmasjien vir vloere	6 6
Bediener van 'n hystoestel	6 6
Halfgeskoolde werknemer	6 6
Bestuurder van 'n meganiese voertuig met 'n netto dra vermoë van oor die 5 ton	8 6
Bestuurder van 'n stoomwa	8 6
Alle ander werknemers (uitgesonderd vakleerlinge en los arbeiders)	14 0

Met dien verstande dat as 'n werknemer in dieselfde week vir twee of meer werkgewers gewerk het, die aftrekking vir daardie week gedoen moet word deur die werkgewer vir wie hy eerste gedurende daardie week gewerk het.

(2) Die werkgewer moet ten opsigte van die bedrae wat aldus deur hom ooreenkomstig subklousule (1) afgetrek word, op elke betaaldag aan elke van sy betrokke werknemers vir die waarde van sodanige bedrae 'n seël uitreik wat met sy naam en die datum gerojier is, en elke werknemer moet sodanige seëls in sy bydraeboekie wat deur hom bewaar moet word, plak.

(3) Die seëls genoem in subklousule (2) moet deur die werkgewer van die sekretaris en/of tesourier van die fonds gekoop word en die werkgewer moet te alle tye 'n voldoende voorraad daarvan aanhou; met dien verstande dat 'n werkgewer terugbetaling van die waarde van ongebruikte seëls van die fonds kan verkry. 'n Aansoek om sodanige terugbetaling moet nie later as ses maande na die verval van hierdie Ooreenkoms geskied nie, en enige sodanige bedrag wat nie binne genoemde tydperk van ses maande opgeëis is nie, moet die algemene fonds van die Raad toekom.

(4) Die werkgewer moet op 'n vorm wat van die Raad verkry moet word, ten opsigte van elke van sy betrokke werknemers jaarliks aansoek om 'n bydraeboekie doen. 'n Werkgewer moet ten opsigte van elke bydraeboekie die bedrag van een sjieling aan die sekretaris van die Raad betaal en hy is daarop geregtig om die bedrag wat aldus deur hom betaal is, van die loon van die betrokke werknemer af te trek, ondanks enige ander bepalings in hierdie Ooreenkoms.

(5) So spoedig moontlik na die laaste betaaldag in November elke jaar en voor of op die laaste dag wat die verloftydperk voorafgaan, moet elke werknemer sy bydraeboekie by die sekretaris en/of tesourier van die fonds inlewer in ruil vir 'n ontvangsbewys, en die sekretaris en/of tesourier moet vasstel watter bedrag aan

23. ESTABLISHMENT AND ADMINISTRATION OF HOLIDAY FUND.

(1) The fund established by Government Notice No. 1170 of the 17th June, 1949, and known as "The East London Holiday Fund for the Building Industry" (hereinafter referred to as "the fund" is hereby continued.

(2) The fund shall consist of moneys accruing from the sale of stamps, as provided for in clause 24. All moneys received shall be deposited in a bank to the credit of the fund within two days after receipt thereof, or should a bank holiday intervene, as soon as possible thereafter.

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

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

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

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

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

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

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

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

24. HOLIDAY FUND.

(1) Each employer shall deduct in respect of the amounts due in terms of clause 22 (c) from the remunerations due every week to each member of the undermentioned classes of employees, the amounts scheduled hereunder:—

	Per Week. s. d.
Driver of mechanical vehicle with the net carrying capacity up to and including 5 tons	6 6
Operator of a sandpapering and spinning machine on flooring	6 6
operator of a hoist	6 6
Semi-skilled employee	6 6
Driver of a mechanical vehicle with the net carrying capacity of over 5 tons	8 6
Driver of a steam wagon	8 6
All other employees (excluding apprentices, labourers and casual labourers)	14 0

Provided that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week.

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

(3) The stamps referred to in sub-clause (2) shall be purchased by the employer from the secretary and/or treasurer of the fund and an adequate supply hereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the fund of the value of any unused stamps. An application for such refund shall be made not later than six months from the date of expiration of this Agreement, and any such amount not claimed within the said period of six months shall be forfeited and shall accrue to the general funds of the Council.

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

(5) As early as possible after the last pay day in November in each year and not later than the last day preceding the holiday period, each employee shall deposit his contribution book with the secretary and/or treasurer of the fund in exchange for a receipt card and the secretary and/or treasurer shall

die werknemer verskuldig is ooreenkomstig die waarde van die seëls wat in sy bydraeboekie geplak is, en moet op 'n datum, nie later as die dag voor die aanvang van die verloftydperk nie, die betrokke bedrag aan die werknemer uitbetaal.

(6) Die fonds is nie aanspreeklik vir die betaling ten opsigte van enige seëls wat kragtens hierdie klousule aan werknemers uitgereik is nie, tensy sodanige seëls in 'n bydraeboekie ingevoelge subklousule (2) ingeplak en sodanige bydraeboekie voor die begin van die verloftydperk by die sekretaris en/of tesourier van die fonds ingedien is; met dien verstande dat die Raad die sekretaris en/of tesourier van die fonds kan magtig om aan 'n werknemer betaling te laat geskied wat om 'n goeie rede, na goeddunke van die Raad, nie sy bydraeboekie teen genoemde datum ingedien het nie.

(7) 'n Werknemer is nie daarop geregtig om vir seëls wat voor die laaste betaaldag in November van elke jaar aan hom uitgereik is, betaling tot en met die dag onmiddellik voor die aanvang van die verloftydperk te eis nie. Die Raad beskik egter oor die reg om sodanige uitbetaling te magtig, indien dit na sy mening raadsaam is om dit te doen. Ingeval van die dood van 'n werknemer, moet die bedrag wat aan hom uit voornoemde fonds verskuldig is, per tjek, wat ten gunste van sodanige boedel getrek is, teen oorhandiging van sy bydraeboekie aan die sekretaris en/of tesourier van die fonds, uitbetaal word.

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

(9) Geen verlofseëls mag anders as ooreenkomstig die bepalings van hierdie klousule aan 'n werknemer uitgereik word en geen werknemer is in enige jaar geregtig op betaling uit die fonds van 'n bedrag wat groter as 50 weeklikse aftrekkings is nie.

(10) Enige onopgeëiste geld wat aan die end van die jaar in die krediet van die verloffonds staan, moet na verloop van ses maande, van die datum van die jaarlikse uitbetaling af, na die algemene fonds van die Raad oorgeplaas word; met dien verstande dat ingeval laat eise ontvang word nadat die voorgeskrewe tyd verstryk het, die uitbetaling van sulke eise op hul meriete deur die Raad oorweeg sal word.

25. EERSTEHULP.

Elke werkgewer moet op enige perseel waar werknemers by hom in diens is, behoorlike uitrusting vir eerstehulp verskaf en in 'n goeie toestand hou.

26. TYD- EN LOONREGISTERS.

Werkgewers moet elke week tydkaarte uitreik aan werknemers wat dit moet invul om besonderhede te gee van—

- (a) werk waarvoor die arbeid verrig word;
- (b) die klas werk waarvoor hy in diens is;
- (c) tyd wat elke dag aan elke klas werk bestee is; en
- (d) die getal ure wat elke dag oortyd gewerk is en die tyd van die dag waarin die oortyd verrig is.

27. STUKWERK, TAAKWERK, AANSPORINGSKEMAS.

(1) Die uitgee deur werkgewers of die verrigting deur werknemers op 'n stukwerk- of taakwerkbasis is verbode.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, is dit by onderlinge ooreenkomste tussen enige individuele werkgewer en sy werknemers toelaatbaar om 'n stelsel van aansporingslone in te voer en te beoefen; met dien verstande dat as gevolg van die invoer en beoefening van so 'n stelsel die besoldiging en ander geldelike voordele wat die werknemers toekom, minstens dié moet wees wat in klasse 4, 5, 8, 9, 11 en 22 van hierdie Ooreenkomste voorgeskryf is; en voorts met dien verstande dat die ander bepalings van hierdie Ooreenkomste in alle opsigte nagekom moet word. Enige geskil wat uit die toepassing van hierdie subklousule ontstaan, moet deur albei partye vir beslissing aan die Raad voorgele word.

28. ORGANISEERGERIEWE.

Organiseergeriewe moet aan organiseerders van vakverenigings gegee word om, behoudens die toestemming van die werkgewer of sy gemagtigde verteenwoordiger, toegang tot hul lede te hê.

29. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkomste verantwoordelik is en kan vir die leiding van werkgewers en werknemers meningsuitsprake lewer wat nie met die bepalings hiervan strydig is nie.

30. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ingevolge die bepalings van hierdie klousule verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die tydperk waarin die vrystelling van krag moet wees; met dien verstande dat die Raad na goeddunke en nadat aan die betrokke persoon of persone skriftelike kennis gegee is, 'n vrystellingsertifikaat kan intrek ongeag of die tydperk waarvoor dit verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat deur die sekretaris van die Raad onderteken, moet aan elke persoon aan wie vrystelling verleen is, uitgereik word. 'n Sertifikaat is in geen ander gebied as dié waarvoor dit uitgereik is, geldig nie.

ascertain the amount due to the employee as reflected by the value of the stamps affixed to his contribution book, and pay to the employee the amount in question, at a date not later than the day prior to the commencement of the holiday period.

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

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

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

(9) No holiday stamps shall be issued to an employee otherwise than in accordance with the provisions of this clause, and no employee shall be entitled to payment from the fund in any year of any amount in excess of fifty weekly deductions.

(10) Any unclaimed moneys standing to the credit of the holiday fund at the end of each year shall, after the lapse of six months from the date of the annual payout, be transferred to the benefit of the general funds of the Council. Provided that where any late claims are received after the prescribed period has elapsed, payment of such claims will be considered on their merits by the Council.

25. FIRST AID.

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

26. TIME AND WAGE RECORD.

Employers shall provide and employees shall fill in time-sheets each week giving particulars of—

- (a) job for which work is being done;
- (b) class of work on which employed;
- (c) time worked on each day on each class of work; and
- (d) the number of hours overtime worked each day and the time of the day such overtime was worked.

27. PIECE WORK/TASK WORK/INCENTIVE SCHEMES.

(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) of this clause it shall be permissible, by mutual agreement between any individual employer and his employee, to introduce and to operate a system of incentive payments, provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clauses 4, 5, 8, 9, 11 and 22 of this Agreement, and provided further that the other provisions of this Agreement are adhered to in every respect. Any dispute arising out of the operation of this sub-clause may be submitted by either party to the Council for decision.

28. ORGANISATION FACILITIES.

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

29. ADMINISTRATION OF AGREEMENT.

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

30. 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 certificates 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) 'n Vrstellingstifikaat kan gedurende die tydperk waarvoor dit uitgereik is, te eniger tyd deur die Raad sonder opgawe van redes gewysig of ingetrek word.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom wat voortvloei uit 'n vrstellingstifikaat wat ooreenkomstig die bepalinge van hierdie klousule uitgereik is.

31. ALGEMENE FONDS.

(1) Om die uitgawes van die Raad te bestry, moet elke werk-gewer 6d. per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (f) van hierdie Ooreenkoms voorgeskryf word, en 3d. per week van alle ander werknemers, uitgesonderd arbeiders en los arbeiders, en by die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en sodanige bedrag moet deur die werkgewer ooreenkomstig die wyse wat in subklousule (2) hiervan voorgeskryf is, aan die Raad betaal word.

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

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

32. SIEKTEVERLOF.—ARBEIDERS.

'n Werkgewer moet aan sy werknemer wat een maand diens by hom voltooi het en van sy werk afwesig is weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, een dag verlof vir elke voltooide maand diens by hom toestaan, en moet hom ten opsigte van elke sodanige dag besoldiging betaal, bereken teen een-vyfde van sy weekloon wat hy voor die aanvang van sodanige verlof ontvang het; met dien verstande dat die werkgewer kan eis dat 'n stifikaat, deur 'n geregistreerde geneesheer onderteken, voorgelê word waarin die duur van die siekte of ongeval ten opsigte van die tydperk van afwesigheid waarvoor betaling geëis word, aangetoon word; voorts met dien verstande dat versuim om so 'n stifikaat op versoek voor te lê, die werkgewer vrystel van enige betaling ten opsigte van sodanige afwesigheid.

33. REGISTRASIE VAN WERKNEMERS.

(1) (a) Elke werkgewer in die Bounywerheid op die datum waarop hierdie Ooreenkoms in werking tree, moet die volgende besonderhede binne drie maande aan die Sekretaris van die Raad verstrek:—

- (i) Naam voluit.
- (ii) Besigheidsadres.
- (iii) Die bedryf of bedrywe wat hy in die Bounywerheid uit-oefen.

(b) Die besonderhede wat kragtens paragraaf (a) van hierdie subklousule vereis word, moet ook deur alle werkgewers verstrek word wat na die datum van die inwerkingtreding van hierdie Ooreenkoms tot die Bounywerheid toetree en wel binne een maand na die aanvang van werksaamhede.

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

(2) Die sekretaris van die Raad moet 'n register byhou van al die werkgewers wat in subklousule (1) hiervan genoem word.

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

34. AGENTE.

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

- (a) om enige perseel of plek waar die Bounywerheid uitgeoefen word, te eniger tyd te betree, indien hy redelike aanleiding het om te veronderstel dat enigiemand daar in diens is;
- (b) om elke persoon wat hy op of by die perseel aantref, mondelings te ondervra hetsy alleen of in die teenwoordigheid van ander persone wat hy geskik ag, aangaande sake wat op hierdie Ooreenkoms betrekking het, en om daardie persoon te verplig om vrae, wat gestel word, te beantwoord;
- (c) om te eis dat die boeke, tydstate, registers en dokumente, wat hy nodig ag, om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, voorgelê moet word en om dit te inspekteer, te ondersoek en kopieë daarvan te maak.

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

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

(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.

31. GENERAL FUND.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 6d. per week from the earnings of each of his employees, for whom wages are prescribed in clause 4 (1) (f) of this Agreement and 3d. per week from all other employees other than labourers and casual labourers and to the amount so deducted the employer shall contribute an equal amount, and said amounts shall be paid by the employer to the Council, in accordance with the procedure prescribed in sub-clause (2) hereof.

(2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause, together with a statement showing the number of employees employed and their trades shall be forwarded by the employer to the Secretary of the Council in the area in which the work is executed on or before the seventh day of each month, in respect of the previous month's dues together with the particulars referred to in sub-clause (3) of this clause.

(3) Each employer shall, when forwarding his contributions to the Council, on printed forms supplied by the Council, enclose a list of the artisans employed by him.

32. SICK LEAVE.—LABOURERS.

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

33. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, within three months, forward to the Secretary of the Council the following particulars:—

- (i) Full name.
- (ii) Business address.
- (iii) The trade or trades which he is carrying on in the Industry.

(b) The particulars required under paragraph (a) of this sub-clause shall also be furnished by all employers entering the Building Industry after the date on which the Agreement comes into operation within one month of commencing operation.

(c) Where the employer is a partnership or a company information in accordance with paragraph (1) (a) of this sub-clause shall be furnished in respect of each partner, director, etc. The title under which the partnership or company is operating shall be furnished.

(2) The Secretary of the Council shall maintain a register of all employers referred to in sub-clause (1) hereof.

(3) Every registered employer shall forthwith notify the Council in writing of any change in the particulars furnished on registration.

34. AGENTS.

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

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

(2) The agent when entering any premises or place or inspecting or examining any person, book or document, may take with him an interpreter.

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

35. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms in albei amptelike tale laat vertoon op 'n opvallende plek wat vir al sy werknemers maklik toeganklik is, in elke werkplaas of op elke terrein waar hy sy besigheid uitoeft.

Namens die Raad op hede die 10de Maart 1954 op Oos-Londen onderteken.

A. W. LOUW,
Voorsitter van die Raad.

A. T. SHOOTER,
Ondervoorsitter van die Raad.

J. F. KIETZMANN,
Sekretaris van die Raad.

★ No. 1575.]

[30 Julie 1954.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, OOS-LONDEN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Oos-Londen, bekendgemaak by Goewermentskennisgewing No. 1574 van 30 Julie 1954, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

35. EXHIBITION OF AGREEMENT.

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

Signed at East London on behalf of the Council on this 10th day of March, 1954.

A. W. LOUW,
Chairman of the Council.

A. T. SHOOTER,
Vice-Chairman of the Council.

J. F. KIETZMANN,
Secretary of the Council.

★ No. 1575.]

[30 July 1954.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING INDUSTRY, EAST LONDON.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, East London, published under Government Notice No. 1574 of the 30th July, 1954, to be not less favourable to the persons whose hours of work are regulated hereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

VERSLAE VAN GEKOSE KOMITEES

VAN DIE
VOLKSRAAD

is verkrygbaar van die
Staatsdrukker, Pretoria en Kaapstad
teen die volgende pryse—

VERSLAE VAN NIE MEER AS 100
BLADSYE — 1s.
en daarbo 6d. ekstra vir iedere
50 bladsye of gedeelte
daarvan

REPORTS OF SELECT COMMITTEES

OF THE
HOUSE OF ASSEMBLY

are obtainable from the
Government Printer, Pretoria and Cape Town
at the following rates—

REPORTS NOT EXCEEDING 100
PAGES — 1s.
and thereafter 6d. extra for every
50 additional pages or fraction
thereof

Ken u Nasionale Erfenis!

Koop 'n kopie van

DIE GEDENKWAARDIGHED VAN SUID-AFRIKA

Geredigeer deur C. van Riet Lowe en B. D. Malan vir die Historiese
Monumente-kommissie

HERSIENE EN VERGROTE TWEDE UITGAWE
1951
PRAGTIG GE-ILLUSTREER

'n Boek wat u sal help om u land op 'n nuwe manier te ken en
te waardeer. Dit sal u na interessante ontdekkings lei, waar u ook
mag woon of reis

PRYS 15s.

Bestel u kopie, in Afrikaans of Engels, by
DIE STAATSDRUKKER, PRETORIA

Know Your National Heritage!

Buy a copy of

THE MONUMENTS OF SOUTH AFRICA

Edited by C. van Riet Lowe and B. D. Malan for the Historical
Monuments Commission

REVISED AND ENLARGED SECOND EDITION
1951
LAVISHLY ILLUSTRATED

A book that will help you to see and appreciate your country
in a new way and lead you to interesting discoveries wherever
you live or travel

PRICE 15s.

Order your copy, in English or Afrikaans, from
THE GOVERNMENT PRINTER, PRETORIA

Dis die moeite werd!



Slegs vir die moeite om eenmaal per jaar 5/- te pos, kry u vir 12 maande, elke maand

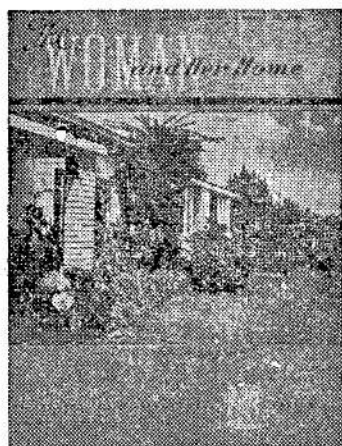
„Die Vrou en Haar Huis”

DIE MAANDBLAD VIR DIE SUID-AFRIKAANSE VROU

Hierdie geïllustreerde maandblad van die Departement van Landbou bevat artikels oor al die belange van die huisvrou — resepte, patrone, naaldwerk, ens.

STUUR 5/- AAN DIE STAATSDRUKKER, PRETORIA
as 'n jaar se intekengeld op „Die Vrou en Haar Huis”

It is worth the trouble!



By posting 5/- once a year, you will receive for 12 months, every month

“The Woman and Her Home”

THE JOURNAL FOR THE SOUTH AFRICAN HOUSEWIFE

This illustrated monthly magazine, issued by the Department of Agriculture, contains articles covering all the aspects of the housewife's interests — recipes, patterns, needlework, etc.

SEND 5/- TO THE GOVERNMENT PRINTER, PRETORIA
as a year's subscription to “The Woman and Her Home”

INVOERDERS UITVOERDERS NYWERAARS

teken in op



„HANDEL EN NYWERHEID”

**Die maandblad
van die Departement van Handel en Nywerheid**

INTEKENGELD: In die Unie van S.A., Suidwes-Afrika, Betsjoeanaland-Protektoraat, Swasieland, Basoetoland, Suid- en Noord-Rhodesie, Mosambiek, Angola, Belgiese Kongo, Niassaland, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria

VERSKYN IN ALBEI AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsverteenvoorders het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid

IMPORTERS EXPORTERS INDUSTRIALISTS

subscribe to



“COMMERCE & INDUSTRY”

**The monthly Journal
of the Department of Commerce and Industries**

This Journal embodies *inter alia* a monthly economic review (with statistics) of business and industrial conditions in the Union, the latest Departmental information on market possibilities for Union products in countries at present covered by the Union's Overseas Trade Representatives, lists of trade enquiries, items of industrial activity in the Union, the latest information on price and commodity control, most reports (unabridged) of the Board of Trade and Industries, and articles of a general nature in connection with commerce and industry

SUBSCRIPTION: In the Union of S.A., S.W.A., Bechuanaland Protectorate, Swaziland, Basutoland, Southern and Northern Rhodesia, Mocambique, Angola, Belgian Congo, Nyassaland, Tanganyika, Kenya and Uganda—6d per copy or 5/- (7/6 elsewhere) per annum, payable in advance to The Government Printer, Pretoria

PUBLISHED IN BOTH OFFICIAL LANGUAGES