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UNION OF SOUTH AFRICA

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*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. 1622.] [6 Augustus 1954.
NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, KIMBERLEY.

Ek, PAUL OLIVER SAUER, Waarnemende 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 verskyn en op die bounywerheid betrekking het vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag 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 19, 21, 22 en 24 van genoemde ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebied Kimberley; 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 19, 21, 22 en 24 van genoemde ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied Kimberley *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordomskeywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1622.] [6 August 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, KIMBERLEY.

I, PAUL OLIVER SAUER, Acting 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 two years from the said second Monday, upon the employers' organisation and 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 19 (inclusive), 21, 22 and 24 of the said agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon the other employers and employees engaged or employed in the said Industry in the municipal area of Kimberley; and

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Kimberley and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 1 (2), 3 to 19 (inclusive) 21, 22 and 24 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.

P. O. SAUER,
Acting Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KIMBERLEY.

OOREENKOMS

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

„Kimberley Master Builders and Allied Trades Employers' 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 South Africa”

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die gebied Kimberley, soos in klousule 3 van die Ooreenkoms omskryf, nagekom word deur alle werkgewers en werknemers in die bounywerheid wat lede van die werkgewersorganisasie of die vakverenigings is.

Ondanks die bepalings van subklousule (1) is—

- (a) die bepalings van die Ooreenkoms slegs van toepassing op vakleerlinge vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, of met 'n kontrak of voorwaardes wat kragtens die Wet gesluit of vasgestel is, strydig is nie;
- (b) klousules 4 (4), 7 (4), 10, 14 en 18 van die Ooreenkoms nie van toepassing op werknemers vir wie lone in klousule 4 (1) (a) (i) en (ii) voorgeskrywe word nie; en
- (c) die bepalings van die Ooreenkoms op kwekelinge kragtens die Wet op Opleiding van Ambagsmanne, 1951 (Wet No. 38 van 1951), slegs van toepassing vir sover dit nie met die bepalings van daardie Wet of enige voorwaardes wat kragtens dié Wet vasgestel is, strydig is nie.

2. GELDIGHEIDSDUUR.

Die Ooreenkoms tree in werking op die datum wat die Minister ingevolge artikel agt-en-veertig van die Wet vasstel en bly twee jaar lank van krag of vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in dié Wet, en alle verwysings na 'n Wet omvat alle wysigings van sodanige Wet; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;
„vakleerling”, 'n werknemer wat in diens is ingevolge 'n skriftelike vakleerlingkontrak geregistreer kragtens die bepalings van die Wet op Vakleerlinge, 1944;
„bounywerheid” of „nywerheid” sonder om in 'n enkele opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir die oprigting, voltooiing, hernuwing, herstel, onderhoud, of die verbouing van geboue en bouwerke en/of die vervaardiging en/of die herstel van artikels wat gebruik word vir die oprigting, voltooiing, of verbouing van geboue en bouwerke, ongeag of die verrigting van die werk, die bereiding van die materiaal of die maak van die nodige artikels op die terrein van die geboue of bouwerke of elders geskied en sluit in alle werk wat uitgevoer of verrig word deur persone daarin wat in die volgende bedrywe of onderafdelings daarvan werkzaam is:—

Messelwerk, met inbegrip van betonwerk en die vassit van betonblokke, die betoëling van mure en vloere, voegwerk, plaveiwerk, mosaïekwerk, sigwerk met leiklip, marmer en komposisie, rioolaanlegwerk, leidek- en dakpanwerk;

elektriese installasiewerk, met inbegrip van die installering van elektriese toebereidings en bedrading van bybehorende lakverniswerk werksaamhede; met inbegrip van polering met 'n kwas of kussinkie en bespuiting met 'n komposisie-stof;

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

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

klippesselwerk, met inbegrip van klipbeitelwerk en klipbouwerk, ook die uitbeitel en bou van ornamentele en monumentklipwerk; betonwerk en die vassit van en bouwerk met voorafgevoormde kunsklip of marmer, plavei-mosaïekwerk, die voegbestryking van vloer- en muurteëls, die bediening van klippewerkingsmasjinerie (uitgesonderd klippoleermasjinerie) en die skerpmaak van klippesselaarsgereedskap, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
KIMBERLEY.

AGREEMENT

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

Kimberley Master Builders and Allied Trades Employers' Association

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

Amalgamated Society of Woodworkers and the

Amalgamated Union of Building Trade Workers of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Kimberley area as defined in clause 3 of the Agreement by all employers and employees in the Building Industry who are members of the employers' organisation or the trade unions.

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

- (a) the terms of the Agreement shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;
- (b) clauses 4 (4), 7 (4), 10, 14 and 18 of the Agreement shall not apply to employees for whom wages are prescribed in clause 4 (1) (a) (i) and (ii); and
- (c) the terms of the Agreement shall apply to trainees under the Training of Artisans Act, 1951 (Act No. 38 of 1951), only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION.

The Agreement shall come into operation on such date as may be determined by the Minister in terms of section forty-eight of the Act and shall remain in force for a period of two years or for such period as may be determined by him.

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1937;

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

“Building Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures, and/or the making and/or repairing of the articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the site of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof:—

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

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

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

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

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

masonry, which includes stone cutting and building (also the cutting and building or ornamental and monumental stone works), concreting and fixing or building of precast or artificial stone or marble, paving mosaic work, pointing wall or floor tiling, operation of stone working machinery (other than stone polishing machinery) and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;

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

skilderwerk, met inbegrip van versierwerk, muurbehangwerk, die insit van ruite, distempering, beitswerk, verniswerk, vlamskildering, marmering en spuit- en letterskilderwerk;

pleisterwerk, met inbegrip van modelleerwerk, granoliet-en komposisiebevloering, komposisiemuurbekleding, asook grintstrooi- en poleerwerk, die aanbring van voorafgevoerde of kunsklipwerk, die beteëling van mure en vloere, mosaïekwerk, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie;

loodgieterswerk, met inbegrip van loodlaswerk, die aanle van gas, sanitêre en huishoudelike ingenieurswerk, die aanle van riole, metaal kalfaterwerk, ventilering, verwarming, die aanle van warm- en kouwater, die aanbring van brandblusinstallasie en die vervaardiging en aanle van alle metaalplaatwerk, ongeag of die persoon wat die gebruikte artikel vervaardig of berei, dit in die gebou of bouwerk aanbring of nie;

winkel-, kantoor- en bankuitrusting, met inbegrip van die vervaardiging en/of aanbring van winkelfronte, vensters, sluitkaste, uitstakaste, toonbanke, skermes en los en vaste binne-uitrusting, vaste huis- en skooluitrusting;

staalbewapening;

staalkonstruksie, met inbegrip van die aanbring van alle soorte staal- of ander metaalpilare, -hoofbalke, staaldwarsbalke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, met inbegrip van timmerwerk, houtbewerking, masjienwerk, draaiwerk, houtsnijwerk, die aanbring van dakyster, klank- en akoestiek materiaal, kurk- en asbesisoleerwerk, plafonlatwerk, die aanbring van komposisieplafonne en -muurbekleding, die aanbring van houtproppe in mure, die bekleding van houtwerk met metaal, die insit van blokkies- en ander vloere (van hout en kurk) en die afwerking daarvan met skuurpapier, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie;

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

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

„noodwerk”, werk wat nie redelikerwys gedurende die ure wat in klousule 7 van hierdie Ooreenkoms voorgeskryf is of ingevolge daarvan bepaal mag word, verrig kan word nie;

„ambagsgesel”, 'n werknemer wat die volle leertyd ingevolge 'n vakleerlingkontrak uitgedien het, maar wat die Raad nie bekwaam genoeg beskou om die loon wat in subklousule (1) van klousule 4 van hierdie Ooreenkoms voorgeskryf word ten opsigte van die werk wat hy verrig, te verdien nie;

„gebied Kimberley”, die munisipale gebied Kimberley;

„bouwerk”, ook mure, steunmure en monumente;

„geskoolde arbeider”, 'n werknemer wat een of meer van die volgende soorte werk verrig: die bestuur van meganiese voertuie, bediening van hystoestelle, vloer- en skuurmasjiene, toesig hou oor ongeskoolde arbeiders alleen, oprigting van steiers, toesig hou oor beton- of daghamengers of ander dergelike masjiene, die kalfater van erdewerkrioolpype en afwitwerk, en wat daarbenewens die werk van 'n ongeskoolde arbeider kan verrig;

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

„werkende werkgewer of vennoot”, 'n werkgewer of 'n vennoot in 'n vennootskap wat self werk wat soortgelyk aan dié van sy werknemers is, verrig;

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

- (i) die uitgraaf of uithaal van grond of klip vir fondamente, slote, riole of kanale;
- (ii) die verwydering van uitgegraafde klippe of grond;
- (iii) die inskep of verwydering van materiaal met 'n graaf vir dagha- of betonmengmasjiene, en die meng van beton of dagha met die hand of met grawe;
- (iv) die laai of aflaai van materiaal;
- (v) die dra van dagha, bakstene, klippe, beton of ander materiaal;
- (vi) die skoonmaak van gebruikte bakstene;
- (vii) die vul van vorms in pleisteraarsmodelleerwinkels;
- (viii) die afwit van geboue en latrines wat deur Naturelle gebruik word en die aansmeer van teer;
- (ix) die voer van kragmasjiene en die wegneem daarvan;

„vakman”, 'n ander werknemer as 'n vakleerling of minderjarige of halfgeskoolde arbeider of ongeskoolde arbeider, wat in een of meer van die vakke of onderafdelings daarvan, soos genoem in die woordskrywing van „Bounywerheid”, in diens is;

„minderjarige”, 'n werknemer wat in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is, in diens is gedurende die proeftydperk in die Wet voorgeskryf.

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

painting, which includes decorating, paper-hanging, glazing, distemping, staining, varnishing, graining, marbling and spraying, and signwriting;

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

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

shop, office and bank fitting, which includes the manufacture and/or fixing of shop fronts, windows, enclosures, show-cases, counters, screens and interior fittings and fixtures, house and school immovable fittings;

steel reinforcing;

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

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

“Council” means the Industrial Council for the Building Industry (Komberley) registered in terms of section *nineteen* of the Act;

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

“emergency work” means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with clause 7 of this Agreement;

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

“Kimberley area” means the municipal area of Kimberley;

“structure” includes wall, retaining walls and monuments;

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

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

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

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

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

“journeyman” means any employee other than an apprentice or minor or semi-skilled labourer or unskilled labourer employed in any one or more of the trades or subdivisions thereof enumerated in the definition of “Building Industry”;

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

4. LONE.

(1) (a) Behoudens die bepaling van subklousule (1) (b), (2), (3), (4) van hierdie klousule van hierdie Ooreenkoms, moet geen laer lone as die volgende, gelees met die orige bepaling van hierdie klousule, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

- (i) Ongehoude arbeiders: 7½d. per uur.
- (ii) Geskoolde arbeiders: 1s. 9d. per uur.
- (iii) Vakmanne in alle bedrywe: 3s. 5d. per uur.

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

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

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

(3) *Betaling vir werk op sekere dae.*—Dubbel die loon wat in hierdie klousule voorgeskryf word, moet aan 'n werknemer betaal word vir alle tyd wat hy op Sondag tot die gewone begintyd op die volgende dag werk, en as op Goeie Vrydag, Meidag, Kersdag of Nuwejaarsdag gewerk word, moet die werknemer benewens die verlofbetaling wat kragtens klousule 5 verskuldig is, ten opsigte van die totale tydperk wat hy op elk van die genoemde dae tot die gewone begintyd op die volgende dag werk, betaal word teen die skaal wat in hierdie klousule voorgeskryf word. 'n Bedrag wat ingevolge hierdie subklousule aan 'n werknemer verskuldig is, moet saam met sy weeklikse besoldiging aan hom betaal word.

(4) *Gevaarlike werk.*—Benewens die minimum loon wat voorgeskryf word, moet 'n werkgewer aan sy werknemers minstens tien persent van die loon ten opsigte van elke uur of gedeelte van 'n uur waarin werknemers gevaarlike werk verrig, betaal.

Gevaarlike werk beteken die plaas van alle stutte onder geboue of bouwerke, werk in ou rioolslote, swaaisteiers, hangstoele of watter werk ook al wat op 'n hoogte van meer as 40 voet bokant die grond verrig word.

(5) *Lewenskostoelae.*—Benewens die lone wat in hierdie Ooreenkoms voorgeskryf word, moet 'n lewenskostoelae betaal word aan werknemers vir wie lone in klousule 4 voorgeskryf is:—

- (a) Werknemers vir wie lone in klousule 4 (1) (a) (i) voorgeskryf is, moet 'n lewenskostoelae van 13s. 9d. per week betaal word.
- (b) Werknemers vir wie lone in klousule 4 (1) (a) (ii) voorgeskryf is, moet 'n lewenskostoelae van 40s. per week betaal word.
- (c) Werknemers vir wie lone in klousule 4 (1) (a) (iii) voorgeskryf is, moet 'n lewenskostoelae van 1s. 8d. per uur betaal word wat boontoe of ondertoe aangepas moet word teen ½d. per uur sodra elke kerf van 1.5 deur die kleinhandelprysindeks verbygegaan word, en elke verhoging of vermindering van die toelae ingevolge hierdie bepaling tree in werking met ingang van die eerste betaaldag na die bekendmaking van die maandelikse persverklaring van die Departement van Sensus waarin die verandering van die indeksstreef wat so 'n verhoging of vermindering nodig maak, aangegee word.

Vir die toepassing van hierdie subklousule beteken—

- (a) „kerf”, elke voltooide stadium van 1.5 punte verskil in die indeksstreef boontoe of ondertoe van 190.4 af, nl. 191.9, 193.4 en ondertoe 188.9, 187.4 ens.; en
- (b) „kleinhandelprysindeks” of „indeksstreef”, die syfer met betrekking tot voedsel, brandstof, ligte, huur en diverse vir die stad Kimberley met homself in 1938 vergelyk en soos bekendgemaak deur die Direkteur van Sensus en statistiek in die maandelikse persverklaring. Hierdie toelae moet terselfdertyd as die werknemer se gewone besoldiging betaal word.

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

5. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

(2) Kersdag en Nuwejaarsdag moet as verdere verlof bygevoeg word by die 14 dae jaarlikse verlof wat ingevolge klousule (1) toegestaan word.

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

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

4. WAGES.

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

- (i) Unskilled labourers: 7½d. per hour.
- (ii) Skilled labourers: 1s. 9d. per hour.
- (iii) Journeymen in all trades: 3s. 5d. per hour.

(b) *Differential Rates.*—An employee who on any day performs two or more classes of work for which different wages are payable, shall be paid at the higher wage payable in terms of paragraph (a) of this sub-clause for all hours worked on such day.

(2) (a) An improver may, subject to paragraph (b) of this sub-clause, be allowed to work after conclusion of his period of apprenticeship, for six months at a wage of not less than 70 per cent of the wage laid down in sub-clause (1) of this clause for an employee in his trade, and thereafter for a further period of six months at a wage of at least 80 per cent of such wage.

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

(3) *Payment for Work on Certain Days.*—Double the wages prescribed in this clause shall be paid to an employee in respect of all time worked by him on a Sunday until the usual starting time on the following day, and when work is performed on Good Friday, May Day, Christmas Day or New Year's Day, the employee shall be paid at the rate prescribed in this clause in respect of the total period worked on each such day until the usual starting time on the following day, in addition to the holiday payment due in terms of clause 5. Any amount due to an employee in terms of this sub-clause shall be paid to him with his weekly remuneration.

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

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

(5) *Cost of Living Allowance.*—In addition to the wages prescribed in this Agreement employees for whom wages have been prescribed in clause 4 shall be paid a cost of living allowance:—

- (a) Employees for whom wages are prescribed in clause 4 (1) (a) (i) shall be paid a cost of living allowance of 13s. 9d. per week.
- (b) Employees for whom wages are prescribed in clause 4 (1) (a) (ii) shall be paid a cost of living allowance of 40s. per week.
- (c) Employees for whom wages are prescribed in clause 4 (1) (a) (iii) shall be paid a cost of living allowance of 1s. 8d. per hour which shall be adjusted upwards and downwards at the rate of ½d. per hour as each notch of 1.5 is traversed by the retail price index figure and any increase or decrease in the allowance in terms of these provisions shall come into effect as from 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.

For the purpose of this sub-clause—

- (a) „notch” means each completed stage of 1.5 points variation in the index figure upwards or downwards from 190.4, viz. 191.9, 193.4 and downwards 188.9, 187.4, etc.; and
- (b) „retail price index figure” or „index figure” means the figure relating to food, fuel, light, rent and sundries for the City of Kimberley compared with itself in 1938 and as published by the Director of Census and Statistics in the Monthly Press Release Statement. Such allowances shall be paid at the same time as the employee's ordinary remuneration.

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

5. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

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

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

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

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

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

(7) Elke werkgever moet—

(a) weekliks ten behoeve van elke werknemer by hom in diens vir wie 'n paragraaf (iii) van klousule 4 (1) (a) lone voorgeskryf word, 'n bedrag van 3*½*d. aan die Raad betaal vir elke uur wat die werknemer elke week gewerk het, met uitsondering van oortyd of tyd wat gewerk word op Sondag of die openbare vakansiedae wat in subklousules (2) en (5) van hierdie klousule genoem word; met dien verstande dat breuke van een shilling in die totale bedrag saam met sy weeklikse besoldiging aan die werknemer uitbetaal moet word; voorts met dien verstande dat vir die tyd wat gewerk word gedurende die tydperk tussen 5 Desember en die Vrydag voor Kersdag, die bedrae wat ingevolge hierdie klousule aan die werknemer betaalbaar is, saam met sy weeklikse besoldiging aan hom betaal kan word;

(b) weekliks ten behoeve van elke geskoolde arbeider wat by hom in diens is en wat minstens 44 werkeure voltooi het, die bedrag van 6s. 5d. aan die Raad betaal; met dien verstande dat elke werkgever weekliks ten behoeve van elke geskoolde arbeider in sy diens wat nie die vereiste getal ure voltooi het wat in klousule 7 (1) (a) voorgeskryf word nie, 'n bedrag van 1*½*d. aan die Raad betaal vir elke uur deur dié werknemer elke week gewerk, met uitsondering van oortyd gewerk op Sondag of die openbare vakansiedae wat in subklousules (2) en (5) van hierdie klousule genoem word; met dien verstande dat die breuk van 1s. in die totale bedrag aan die werknemer saam met sy weeklikse besoldiging betaal moet word, en verder dat vir die tyd gewerk gedurende die tydperk tussen 5 Desember en die Vrydag voor Kersdag, die bedrag wat ingevolge hierdie klousule betaalbaar is, saam met sy weeklikse besoldiging aan die werknemer betaal kan word;

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

(d) weekliks ten behoeve van elke werknemer in sy diens vir wie lone in paragraaf (i) van klousule 4 (1) (a) voorgeskryf word, 'n bedrag van *½*d. per uur aan die Raad betaal vir elke uur elke week gewerk, met uitsondering van oortyd of tyd gewerk op Sondag of op die openbare vakansiedae wat in klousules (2) en (5) van hierdie klousule genoem word; met dien verstande dat breuke van een shilling in die totale bedrag aan die werknemer saam met sy weeklikse besoldiging betaal moet word; voorts met dien verstande dat vir die tyd gewerk gedurende die tydperk tussen 5 Desember en die Vrydag voor Kersdag die bedrag wat ingevolge hierdie klousule betaalbaar is, saam met sy weeklikse besoldiging aan die werknemer betaal kan word.

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

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

(10) Die werkgever moet ten opsigte van die bedrae wat hy ingevolge subklousule (7) (a) aan die Raad moet betaal, op elke betaaldag aan elkeen van die betrokke werknemers seëls, wat hy met sy naam en die datum gekanselleer het, uitreik tot die waarde van sulke bydraes en aftrekkings en elke werknemer moet die seëls inplak in 'n bydraeboekie wat hy van die Sekretaris van die Raad moet verkry en wat hy moet hou.

Aansoek om 'n bydraeboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is en waarin die werknemer sy volle naam, adres en vak moet invul, met sy gewone handtekening daaronder. Die werknemer moet 'n bedrag van 1s. 3d. per boek betaal.

(11) Die seëls wat in subklousule (10) genoem word, moet deur die werkgever van die Raad verkry word en die werkgever moet te alle tye 'n voldoende hoeveelheid seëls in voorraad hou; met dien verstande dat 'n werkgever van die Raad terugbetaling van die waarde van alle ongebruikte seëls kan verkry. 'n Aansoek om so 'n terugbetaling moet nie later as ses maande na die vervaldatum van hierdie Ooreenkoms geskied nie, en enige sodanige bedrag wat nie binne die genoemde tydperk van ses maande opgeëis is nie, kom die Verloffonds toe.

(5) In addition to the annual leave and public holidays referred to in sub-clauses (1) and (2) employees shall be granted two further public holidays on full pay, namely, May Day and Good Friday.

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

(7) Each employer shall—

(a) pay weekly to the Council on behalf of each employee employed by him for whom wages are prescribed in paragraph (iii) of clause 4 (1) (a) an amount of 3*½*d. per hour worked by such employee other than overtime or time worked on Sundays or the public holidays referred to in sub-clauses (2) and (5) of this clause during each week; provided that fractions of one shilling in the total amount shall be paid to the employee with his weekly remuneration; provided further that for time worked during the period between the 5th December and the Friday preceding Christmas Day the amounts payable in terms of this clause may be paid to the employee with his weekly remuneration;

(b) pay weekly to the Council on behalf of each skilled labourer employed by him who has completed not less than 44 working hours an amount of 6s. 5d.; provided that each employer shall pay weekly to the Council on behalf of each skilled labourer employed by him who has not completed the required number of working hours specified in clause 7 (1) (a) an amount of 1*½*d. per hour worked by such employee other than overtime or time worked on Sundays or the public holidays referred to in sub-clauses (2) and (5) of this clause during each week; provided that the fraction of 1s. in the total amount shall be paid to the employee with his weekly remuneration; provided further that for the time worked during the period between the 5th of December and the Friday preceding Christmas Day, the amount payable in terms of this clause may be paid to the employee with his weekly remuneration.

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

(d) pay weekly to the Council on behalf of each employee employed by him for whom wages are prescribed in paragraph (i) of clause 4 (1) (a) an amount of *½*d. per hour worked by such employee other than overtime or time worked on Sundays or the public holidays referred to in sub-clause (2) and (5) of this clause during each week; provided that fractions of one shilling in the total amount shall be paid to the employee with his weekly remuneration; provided further that for time worked during the period between 5th December and the Friday preceding Christmas Day the amount payable in terms of this clause may be paid to the employee with his weekly remuneration.

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

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

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

Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee, setting out the employee's full name, address and occupation, and bearing his usual signature. A charge of 1s. 3d. per book shall be made to the employee.

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

(12) So spoedig moontlik na 5 Desember van elke jaar moet elke werknemer sy bydraeboekie by die Sekretaris van die Raad indien in ruil vir 'n kwitansie, en die Raad moet die bedrag vasstel wat aan die werknemer verskuldig is soos deur die waarde van die seëls wat in sy bydraeboekie ingeplak is, aangetoon word, en moet aan die werknemer die betrokke bedrag op 'n datum nie later as die dag voor die aanvang van die vakansietydperk nie, uitbetal. Betaling moet per tjek in die naam van die werknemer geskied en geen order of magtiging vir betaling aan 'n ander persoon is geldig nie.

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

(14) Geen werknemer is daarop geregtig om voor die datum wat in subklousule (12) van hierdie klousule bepaal is, betaling van die waarde van seëls wat hy ontvang het van die Raad te eis nie. In die geval van die dood van werknemer moet die bedrag wat aan hom uit die voornoemde Fonds verskuldig is, aan sy boedel uitbetal word teen oorhandiging van sy bydraeboekie aan die Raad. Indien 'n werknemer versuim om sy verlofbesoldiging binne 'n tydperk van ses maande na die aanvangsdatum van die vakansietydperk op te eis, word dit verbeurd verklaar en kom dit die Verloffonds toe. Die Raad kan egter alle eise om betaling, wat na die genoemde tydperk van ses maande ingedien word, oorweeg en na goeddunke betaling daarvan magtig.

(15) Die Raad kan alle geld wat hy in die krediet van die Verloffonds vir die Bounywerheid hou, van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of bougenootskap belê, en alle gekweekte rente op sulke beleggings is die alleenbesit van die Raad by wyse van vergoeding vir die beheer van die Fonds. Geen werkgewer of werknemer het aanspraak op sulke rente nie, en hulle is ook nie vir bydraes tot die administrasiekoste van die Fonds verantwoordelik nie.

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

(17) 'n Ouditeur of ouditeure wie se besoldiging deur die Raad vasgestel word, moet jaarliks deur die Raad aangestel word. Die ouditeur of ouditeure moet die rekenings van die Verloffonds minstens een maal per jaar ouditeer en elke jaar op of voor 30 Junie 'n staat opstel wat die volgende aantoon:—

(a) Alle gelde ontvang—

- (i) ingevolge subklousule (7) hiervan;
- (ii) uit ander bronne (indien daar is); en

(b) uitgawes aangegaan onder alle hoofde;

gedurende die twaalf maande geëindig op die voorafgaande 31ste Desember, tesame met 'n balansstaat wat die bate en laste van die Fonds op daardie datum aantoon. Gewaarmerkte kopieë van die geouditeerde staat en balansstaat, onderteken deur die voorsitter van die Raad, en van die ouditeursverslag daarop, moet daarna by die kantoor van die Raad vir insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so spoedig moontlik, maar op of voor 30 Junie, aan die Sekretaris van Arbeid gestuur word.

6. BETALING VAN LONE EN OORTYD.

(1) Lone, verdienste vir oortyd en alle ander verskuldigde besoldiging moet weekliks in kontant nie later as 4.45 n.m. nie op Vrydag betaal word of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer geskied.

(2) Betaling kan egter op dae voor Vrydag geskied indien die werkgewer en werknemer daartoe ooreenkom; met dien verstande dat die werkgewer die Raad daarvan in kennis stel.

(3) Indien Vrydag 'n openbare vakansiedag in die nywerheid is, moet betaling op die voorafgaande Donderdag geskied. Ingeval subklousule 1 by diensbeëindiging nie nagekom word nie, moet 'n werkgewer sodanige werknemer alle lone, toelaes en ander besoldiging betaal tot op die tydstop waarop betaling geskied, en wel ten opsigte van elke werkuur of gedeelte van 'n werkuur van die tyd van diensbeëindiging af tot die tyd van die finale betaling.

(4) Lone, oortydverdiens, toelaes en ander besoldiging moet in verskeide koeferte aan werknemers oorhandig word met die naam en adres van die werkgewer daarop, asook die naam van die werknemer en 'n staat van die ure wat gewerk is, oortyd, gemagtigde afrekkings en die ingeslote bedrae. Die koefert moet die volgende besonderhede aantoon:—

Werkgewer se naam en adres.

Werknemer se naam.....	Week eindigende op.....
Lone	ure teen.....
L.K.T.	" "
Vakansie	" "
Oortyd	" "
Plattelandse toelae	dae "

TOTAAL

Min aftrekkings:—

Werkloosheidversekeringsfonds	£.....s.....d.
Nywerheidsraadheffing	£.....s.....d.
Verloffonds	£.....s.....d.

BETALING INGESLUIT (KONTANT) £.....s.....d.

Verloffondsseël.....ingesluit.

(12) As early as possible after the 5th December, each year, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card, and the Council shall ascertain the amount due to the employee as reflected by the value of the stamps affixed in his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the holiday period. Payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person will be made.

(13) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (10) of this clause unless such stamps are affixed in a contribution book deposited with the Council.

(14) No employee shall be entitled to claim payment from the Council of the value of any stamps received by him before the date mentioned in sub-clause (12) of this clause. In the case of death of an employee, the amount due to him from the aforesaid fund shall be paid into his estate on his contribution book being lodged with the Council. Should an employee fail to claim his holiday pay within a period of six months from the date of commencement of the holiday period, it shall become forfeit and accrue to the Holiday Fund. The Council shall, however, consider all claims for payment lodged after the said period for six months and may in its discretion authorise payment thereof.

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

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

(17) An auditor or auditors whose remuneration shall be fixed by the Council, shall be appointed annually by the Council. The auditor or auditors shall audit the accounts of the Holiday Fund at least once annually and not later than the 30th June in each year prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-clause (7) hereof;
- (ii) from other sources (if any); and

(b) expenditure incurred under all headings;

during the twelve months ended, the 31st December preceding together with a balance sheet showing the assets and liabilities of the fund as at that date. True copies of the audited statement and balance sheet, countersigned by the chairman of the Council, and of the auditors' report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditors' report shall as soon as possible but not later than the 30th June be transmitted to the Secretary for Labour.

6. PAYMENT OF WAGES AND OVERTIME.

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

(2) Payment may however, be made on days prior to Friday if agreed to by employer and employee provided the employer notifies the Council.

(3) When Friday is a holiday in the Industry, payment shall be made on the Thursday preceding. In the case of non-compliance with sub-clause 1, on termination of employment, an employer shall pay such an employee all wages, allowances and other remuneration right up to the time payment is made, in respect of every working hour or part of a working hour from the time of termination of employment till the time of final payment.

(4) Wages, earnings for overtime, allowances and other remuneration shall be handed to employees in sealed envelopes, endorsed with the name and address of the employer, the name of the employee and a statement of the hours worked, overtime, authorised deductions and the amounts enclosed. The envelope shall be endorsed as follows:—

Employer's Name and Address.

Employee's Name.....	Week ending.....
Wages	hours @.....
C.O.L.A.	" "
Holiday	" "
Overtime	" "
Country Allowance	days "

TOTAAL

Less Deductions:—

Unemployment Insurance Fund	£.....s.....d.
Industrial Council Levy	£.....s.....d.
Holiday Fund	£.....s.....d.

AMOUNT ENCLOSED (CASH) ... £.....s.....d.
Holiday Fund Stamp.....enclosed.

(5) Behoudens die bepalings van klousule 18 van hierdie Ooreenkoms, moet niks van die bedrae wat ten opsigte van lone, lewenskostetoelae of besoldiging vir oortyd wat aan werknemers verskuldig is, afgetrek word nie; met dien verstande dat as 'n werkgewer ingevolge 'n wet, ordonnansie of hofbevel verplig word om 'n betaling namens 'n werknemer te doen, 'n bedrag wat aldus betaal is, afgetrek kan word.

7. WERKURE.

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

- (a) In die geval van ongeskoolde en geskoolde arbeiders: 44 uur per week van Maandae tot en met Vrydae, en 8 uur 48 minute per dag;
- (b) in die geval van alle ander werknemers: 42 uur per week van Maandae tot en met Vrydae, en 8 uur 24 minute per dag;
- (c) enige werk wat op 'n Saterdag gedoen word moet as oortydwerk beskou word en die bepalings van klousule 8 van hierdie Ooreenkoms is van toepassing op sodanige werk.

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

(3) (a) 'n Werkgewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer op ander voorwaardes as dié wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word, meer as een skof binne 'n tydperk van 24 uur mag werk nie.

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

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

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

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

- (a) Wanneer daar redelikerwys van 'n werknemer gesê kan word dat hy in staat is om elke dag na sy huis terug te keer en dit ook werklik doen, 'n tweedeklas-retoerkaartjie daaglik; betaling geskied slegs vir tyd wat aan die werk bestee word.
- (b) Wanneer daar redelikerwys van 'n werknemer gesê kan word dat hy nie in staat is om daaglik na sy huis terug te keer nie—
 - (i) 'n tweedeklas-spoorwegkaartjie na en van die werkplek, aan onderskeidelik die begin en die einde van die werk. Vir tyd wat gedurende die gewone werkure deur reis in beslag geneem word, word betaal teen die uurloonskaal vir die betrokke werknemer soos voorgeskryf in klousule 4, en teen die helfte van die uurloonskaal vir die tyd wat na die gewone werkure deur reis in beslag geneem word;
 - (ii) geskikte slaapplek naby die werkplek of in plaas daarvan 'n toelae van 10s. per dag.

8. OORTYD.

(1) 'n Werkgewer kan nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe—

- (a) in die geval van noodwerk;
- (b) vir noodsaaklike dienste; en
- (c) waar die dringende noodsaaklikheid van die bepaalde geval dié vereis dat die werk met groter spoed uitgevoer word as moontlik sou gewees het deur die gewone ure wat in klousule 7 van hierdie Ooreenkoms voorgeskryf is, of wat ingevolge genoemde klousule voorgeskryf kan word, te werk, en wanneer die skriftelike toestemming van die Raad verkry moet word.

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

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

7. HOURS OF WORK.

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

- (a) in the case of unskilled and skilled labourers: 44 hours per week from Mondays to Fridays inclusive, and 8 hours 48 minutes per day;
- (b) in the case of all other employees: 42 hours per week from Mondays to Fridays inclusive, and 8 hours 24 minutes per day;
- (c) any work performed on a Saturday shall be considered as overtime work and the provisions of clause 8 of this Agreement shall apply to such work.

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

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

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

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

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

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

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

8. OVERTIME.

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

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

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

(b) Vir alle werk wat op Saterdag verrig word, moet ooreenkomstig hierdie klousule betaal word, tensy skriftelike vrystelling deur die Raad verleen is.

9. DIENSBEEÏNDIGING.

(1) 'n Werknemer wat sy dienskontrak met 'n werkgever wil opse, en 'n werkgever wat die dienskontrak van 'n werknemer wil opse, moet in die geval van timmermans en skrynwerkers minstens 2-uur kennis van diensbeeindiging en in die geval van ander werknemers minstens een uur kennis van diensbeeindiging aan die werkgever of, na gelang van die geval, aan die werknemer gee; met dien verstande dat diens in geen geval voor die stakingstyd wat in klousule 8 van hierdie Ooreenkoms voorgeskryf is of ingevolge genoemde klousule voorgeskryf kan word, moet eindig nie.

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

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

10. BEREPEK VIR EN VERSKAFFING VAN GEREEDSKAP.

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

(2) Werkgevers moet slypstene vir die skerpmaak van gereedskap verskaf. As geen slypstene by die werk verskaf word nie, moet aan timmermans en skrynwerkers voldoende tyd en geleentheid gegee word om voor hul diensbeeindiging hul gereedskap weer vir gebruik in orde te bring.

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

(a) *Timmermans*.—Alle klemme, handskroewe, lymkwaste, skroefsleutels, koevoete, bore en boorysters langer as 12 duim en alle hamers swaarder as 3 pond en alle sae vir die saag van geriffelde asbes en ander materiaal van dergelike hardheid.

(b) *Klipmesselaars en kliphouers*.

(i) Gereedskap vir die bewerking van graniet of harde klip en klemhake.

(ii) Geskikte afdakke vir kliphouers, met 'n dak wat minstens 10 vt. hoog is. Hierdie bepaling is nie op klein werkies op bouterreine van toepassing nie.

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

(c) *Skilders en plakkers*.—Alle gereedskap, uitgesonderd stop-verfmesse, stoffers en plakkerswaste en -skere.

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

(e) *Loodgieters en gasaanlêers*.

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

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

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

(iv) Pypsnygereedskap en bankskroewe.

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

(vi) Smeltpotte en groot gietlepele.

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

(viii) Soldeerboute en blaaslampe.

(ix) Vyle en ystersaaglemme.

(x) Skroefspille met 'n deursnee van meer as 2 duim.

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

(xii) Hamers en plethamers vir metaalplaatwerkers.

(xiii) Deurslae met 'n deursnee van meer as 1/4 duim, hol of solied.

(xiv) Skroefsleutels en tange langer as 12 duim.

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

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

Werkgevers en werknemers moet die volgende reëls nakom:—

(1) *Pleistermodelleerwinkel*.—'n Werkgever moet sorg dat die pas van vorms gedoen word onder die behoorlike toesig van 'n werknemer wat minstens die standaardloonskaal wat in hierdie Ooreenkoms vir vakmanne vasgestel is, betaal moet word.

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

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

(b) All work performed on Saturdays shall be paid for in accordance with this clause unless written exemption has been granted by the Council.

9. TERMINATION OF EMPLOYMENT.

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

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

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

10. STORAGE AND PROVISION FOR TOOLS.

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

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

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

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

(b) *Masons and Stonecutters*.

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

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

(iii) An employee to sharpen all tools.

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

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

(e) *Plumbers and Gasfitters*.

(i) Machines used in shop or on job.

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

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

(iv) Pipecutting tools and vices.

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

(vi) Metal pots and large ladles.

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

(viii) Soldering irons and blow lamps.

(ix) Files and hacksaw blades.

(x) Mandrills over 2 inches in diameter.

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

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

(xiii) Punches over 1/4 in. in diameter, hollow or solid.

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

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

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

Employers and employees shall observe the following rules:—

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

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

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

- (b) Werknemers wat saagblaaië insit, klippe gereedstel om gesaag te word, en alle klippe gereedmaak en vir poleermasjiene gelykstel, moet teen minstens die standaardloonskaal wat in hierdie Ooreenkoms vir vakmanne vasgestel is, betaal word.
 - (c) Klipmesselaarstellasies moet minstens 6 voet van mekaar af staan en geen stof mag gedurende werkeure met 'n uitlaatpyp of met ander lug weggeblaas word nie.
 - (d) Van geen werknemer kan vereis word om klip wat bewerk is deur 'n werknemer wat laer lone ontvang het as dié wat in hierdie Ooreenkoms vir vakmanne vasgestel is, te gebruik nie.
 - (e) Alle gevierkante klip moet op die werkgewer se werf of by die werk afgewerk word, maar kan by die steengroewe alleen met behulp van 'n splythamer kleiner gekap word. As die werkgewer se werf by die steengroewe geleë is, moet dit op 'n redelik veilige afstand van die groewe se werkfront geleë wees.
- (4) *Steiers.*—'n Werkgewer moet sorg dat alle steiers behoorlik uit sterk materiaal gemaak word en dat dit opgerig word deur en onder toesig van 'n takelaar of ander werknemer, wat minstens die standaardloon wat in hierdie Ooreenkoms vir vakmanne vasgestel is, betaal moet word.
- (5) *Betonmengers, daghamengers of dergelike masjiene.*—Elke werkgewer moet vir elke betonmenger, daghamenger of dergelike masjien wat gebruik word, 'n geskoolde arbeider in diens hê wat voortdurend in diens moet wees terwyl beton of dagha gemeng of gemaal word, en dit is hierdie werknemer se enigste plig om toesig te hou oor die bediening van 'n masjien wat vir hierdie doel gebruik word.

12. BESKUTTING TEEN NAT WEER.

Werkgewers moet op elke terrein waar bouwerk verrig word, voorsiening maak vir behoorlike beskutting waar die werknemers tydens nat weer kan skuil.

13. LATRINES.

Behoorlike sanitêre geriewe moet afsonderlik vir blankes en nie-blankes op alle werkplekke verskaf word.

14. VERVERSINGS.

Elke werkgewer moet 'n persoon verskaf om in die môre, om twaalfuur (middag) en in die namiddag tee vir sy werknemers te maak. Geen werknemer mag vir môre- of namiddagtee die plek waar hy werk, verlaat nie.

15. WERKENDE WERKGEWER OF VENNOOT.

'n Werkende werkgewer en/of vennoot moet by die werkeure bly wat in of ingevolge die bepalings van hierdie Ooreenkoms voorgeskryf word.

16. TOEPASSING VAN OOREENKOMS.

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

17. VRYSTELLINGS.

- (1) Die Raad kan om goeie en grondige rede aan enige persoon of persone skriftelike vrystelling van elke bepaling van hierdie Ooreenkoms verleen.
- (2) Die Raad het die bevoegdheid om die voorwaardes waarop 'n vrystelling van krag sal wees, vir 'n tydperk van hoogstens twaalf maande vas te stel.
- (3) 'n Vrystellingsertifikaat, deur die Voorsitter en die Sekretaris van die Raad onderteken, moet aan elke vrystelnde persoon uitgereik word. 'n Vrystellingsertifikaat is net in die gebied waarvoor dit uitgereik is, geldig.
- (4) 'n Vrystellingsertifikaat kan te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, deur die Raad gewysig of ingetrek word.
- (5) 'n Werkgewer moet die bepalings van 'n vrystellingsertifikaat wat ingevolge die bepalings van hierdie klousule uitgereik is, nakom.
- (6) 'n Afskrif van elke vrystellingsertifikaat moet deur die Sekretaris van die Raad aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 332, Kimberley, gestuur word.

18. UITGAWES VAN DIE RAAD.

- (1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks 10 pennies aftrek van die verdienste van elk van sy werknemers, uitgesonderd vakleerlinge, vir wie lone in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms voorgeskryf is; met dien verstande dat die bepalings van hierdie klousule nie op 'n werknemer wat minder as twee dae in een week vir dieselfde werkgewer gewerk het, van toepassing is nie, en dat die werkgewer by die bedrag wat aldus afgetrek is, 'n gelyke bedrag moet bydra.
- (2) Alle bedrae wat ingevolge die bepalings van subklousule (1) van hierdie klousule betaalbaar is, moet saam met 'n staat wat die getal werknemers in diens en hul vakke aantoon, voor of op die sewende dag van elke maand ten opsigte van die verskuldigde bedrae vir die vorige maand aan die Sekretaris van die Raad aangestuur word.

- (b) Employees employed in fixing saw blades, setting stones ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.
 - (c) Masons' bankers must not be less than 6 feet apart and no dust shall be blown off from exhaust or other air during working hours.
 - (d) An employee shall not be required to use stone which has been worked by an employee who received wages at a lower rate than prescribed in this Agreement for journeymen.
 - (e) All squared stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry, it must be at a reasonably safe distance from the working face of the quarry.
- (4) *Scaffolding.*—An employee shall provide that all scaffolding be properly constructed of sound material and shall be erected by and under the supervision of a rigger or other employee, who shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.
- (5) *Concrete Mixers, Mortar Mills or Similar Machines.*—Every employer shall employ a skilled labourer for each concrete mixer, a mortar mill or similar machine in use, who shall be continuously employed whilst concrete or mortar is being mixed or ground, and it shall be the sole duty of this employee to supervise the operation of any machine used for this purpose.

12. WET WEATHER SHELTER.

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

13. LATRINES.

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

14. REFRESHMENTS.

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

15. WORKING EMPLOYER OR PARTNER.

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

16. ADMINISTRATION OF AGREEMENT.

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

17. EXEMPTIONS.

- (1) The Council may, in writing, grant exemptions to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.
- (2) The Council shall have the power to fix for a period not exceeding 12 months the conditions subject to which an exemption shall operate.
- (3) A licence of exemption under the signature of the Chairman and Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in any area other than for which it was granted.
- (4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.
- (5) An employer shall observe the terms of any licence of exemption granted in accordance with the provisions of this clause.
- (6) A copy of each licence of exemption shall be forwarded by the Council's Secretary to the Divisional Inspector, Department of Labour, P.O. Box 322, Kimberley.

18. EXPENSES OF THE COUNCIL.

- (1) For the purpose of meeting the expenses of the Council, each employer shall deduct ten pence per week from the earnings of each of his employees, other than apprentices, for whom wages are prescribed in clause 4 (1) (a) (iii) of this Agreement; provided that the provisions of this clause shall not apply in respect of an employee who has worked for the same employer less than two days in any one week, and to the amount so deducted, the employer shall contribute an equal amount.
- (2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause shall, together with a statement showing the number of employees employed and their trades, be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month, in respect of the previous month's dues.

19. KENNISGEWINGSBORDE.

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

20. AGENTE.

Die Raad moet aangewese persone aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees en elke werkgever en elke werknemer in die bounywerheid moet sodanige persone toelaat om sulke navrae te doen en sulke boeke en dokumente te ondersoek as wat nodig mag wees om te kan vasstel of die bepalings van hierdie Ooreenkoms nagekom word.

21. INDIENSNEMING VAN JEUGDIGES.

Niemand onder die ouderdom van 15 jaar mag in die bounywerheid in diens geneem word nie.

22. ONGESKOOLDE ARBEID.

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

23. VAKVERENIGINGORGANISEERDERS.

Vakverenigingorganiseerders moet toegelaat word om, met die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger of die voorman, met hulle lede by hul werk in aanraking te kom.

24. KONTRAK SLEGS VIR ARBEID.

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

Namens die Raad op hede die 5e dag van April 1954 in Kimberley onderteken.

K. H. RAMSAY, *Voorsitter.*

W. F. D. HELDSINGER, *Ondervoorsitter.*

T. M. HALEY, *Sekretaris.*

* No. 1623.] [6 Augustus 1954.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BOUNYWERHEID, KIMBERLEY.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die ooreenkoms en kennisgewing in verband met die Bounywerheid, bekendgemaak by Goewermentskennisgewing No. 1622 van 6 Augustus 1954, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die betrokke bepalings van genoemde Wet is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

19. NOTICE BOARD.

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

20. AGENTS.

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

21. EMPLOYMENT OF JUVENILES.

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

22. UNSKILLED LABOUR.

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

23. UNION ORGANIZERS.

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

24. LABOUR ONLY CONTRACT.

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

Signed at Kimberley on behalf of the Council on this 5th day of April, 1954.

K. H. RAMSAY, *Chairman.*

W. F. D. HELDSINGER, *Vice-Chairman.*

T. M. HALEY, *Secretary.*

* No. 1623.] [6 August 1954.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, KIMBERLEY.

I, PAUL OLIVER SAUER, Acting Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the agreement and notice relating to the Building Industry, published under Government Notice No. 1622 of the 6th August, 1954, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.

Koop Unie-leningssertifikate

Buy Union Loan Certificates