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[No. 6313.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1877.]

[13 November 1959.

INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, KIMBERLEY.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, 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 a period ending two years from the said second Monday 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 paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (2), 3 to 19 (inclusive), 21 22, 24 and 25 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for a period ending two years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Municipal area of Kimberley; and
- (c) in terms of paragraph (a) of sub-section (3) 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 a period ending two years from the said second Monday the provisions contained in clauses 1 (2), 3 to 17 (inclusive), 19, 21, 22, 24 and 25 of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

A—6909814

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1877.]

[13 November 1959.

WET OP NYWERHEIDSVERSOENING, 1956.

BOUNYWERHEID, KIMBERLEY.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Bounywierheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar van genoemde tweede Maandag af 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 paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 (2), 3 tot en met 19, 21, 22, 24 en 25 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die munisipale gebied van Kimberley; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 (2), (3) tot en met 17, 19, 21, 22, 24 en 25 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar van genoemde tweede Maandag af eindig, in die munisipale gebied van Kimberley *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

1—6313

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
KIMBERLEY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, 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.

I. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Municipal Area of Kimberley by the employers and employees in the Building Industry.

(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, 1956, as amended, 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, 1956, as amended;

"apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, as amended, and includes a minor employed on probation in a designated trade under that Act;

"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 sub-divisions 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 glazing relating thereto;

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KIMBERLEY.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Kimberley Master Builders and Allied Traders 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 werknekers” 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 munisipale gebied van Kimberley nagekom word deur die werkgewers en werknekers in die Bounywerheid.

(2) 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 werknekers vir wie lone in klousule 4 (1) (a) (i) en (ii) voorgeskryf 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 van krag vir twee jaar of vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukings in hierdie Ooreenkoms wat in die Wet op Nywerheidsversoening, 1956 soos gewysig, omskryf is, het die selfde 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 Wet op Nywerheidsversoening, 1956, soos gewysig; „vakleerling”, 'n werknekter wat in diens is ingevolge 'n skriftelike vakleerlingkontrak geregistreer kragtens die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, en sluit 'n minderjarige in wat op proef in diens is in 'n ambag by dié Wet aangewys.

„bounywerheid” of „nywerheid” sonder om in 'n enkele oopsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknekers geassosieer is vir die oprigting, voltooiing, hernuwing, herstel, onderhou, of die verbouwing van geboue en bouwerke en/of die vervaardiging en/of die herstel van artikels wat gebruik word vir die oprigting, voltooiing, of verbouwing 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 beteeling van mure en vloere, voegwerk, plaveiwerk, mosaïekwerk, sigwerk met leiklip, marmer en komposisie, riuolanlegwerk, leidek- en dakpanwerk;

elektriese installasiewerk, met inbegrip van die installering van elektriese toebehore en bedrading en bybehorende werksaamhede;

lakvernismwerk met inbegrip van polering met 'n kwass of kussinkie en bespruiting met 'n komposisiestof;

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;

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;

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

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

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

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

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

steel reinforcing:

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

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

"Council" means the Industrial Council for the Building Industry (Kimberley) registered in terms of section nineteen of the Act;

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

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

"structure" includes walls, retaining walls and monuments;

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

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

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

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

- (i) Digging or taking out soil or stone for foundations, trenches, drains or channels;
- (ii) removing excavated stone or soil;
- (iii) shovelling material into or removing them for mortar or concrete mixing machines, and mixing concrete or mortar by hand or shovels;
- (iv) loading or unloading materials;
- (v) carrying mortar, bricks, stone, concrete or other materials;
- (vi) cleaning used bricks;
- (vii) filling of moulds in plasterers' modelling shops;

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

klipmesselwerk, met inbegrip van klipbeitelwerk en klipbouwerk (ook die uitbeitel en bou van ornamentale en monumentklipwerk) betonwerk en die vassiet van en bouwerk met voorafgevormde kunkslip of marmer, plavei-mosaiekwerk, die vœgbestryking van vloer- en muurteëls, die bediening van klipbewerkingsmasjinerie (uitgesondert klippoleermasjinerie) en die skerpmaak van klipmessaars gereedskap, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie;

metaalwerk, met inbegrip van die aanbring van staal-plafonne, metaalvensters, metaaldeure, 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, dat 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 moddelleerwerk, granoliet-en komposisiebevlloering, komposisiemuurbekleding, asook grintstrooi- en poleerwerk, die aanbring van voorafgevormde of kunkslipwerk, die beteeling van mure en vloere, mosaiekwerk, 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 aanlē van gas, sanitêre en huishoudelike ingenieurswerk, die aanlē van rirole, metaalkafaterwerk, ventilering, verwarming die aanlē van warm- en kouwater, die aanbring van 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, uitstallkaste, toonbanke, skerms en los en vaste binne-uitrusting, vaste huis- en skooluitrusting;

staalbewapening:

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

houtwerk, met inbegrip van timmerwerk, houtbewerking, masjienwerk, draaiwerk, houtsnywerk, die aanbring van sinkplaat-, klank- en akoestkitemateriaal, kurk- en asbestosleerwerk, plafonlatwerk, die aanbring van kompositieplafonne 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 kragsartikel 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 redelikrwyd gedurende die ure wat in klosule 7 van hierdie Ooreenkoms voorgeskryf is of ingevolge daarvan bepaal mag word, verrig kan word nie;

"bouwerk", ook mure, steunmure en monumente;

"geskoonde arbeider", 'n werknemer wat een of meer van die volgende soorte werk verrig: die bestuur van meganiese voertuie, bediening van hystoestelle, vieler, en skuurmasjiene, toesig hou oor ongeskoonde arbeiders alleen, oprigting van steers, toesig hou oor beton- of daghamengers of ander derdelike masjiene, die kalfater van erdewerkriolpype en aflatwerk, en wat daarbenewens die werk van 'n ongeskoonde arbeider kan verrig;

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

"werkende werkewer of vennoot", 'n werkewer of 'n vennoot in 'n vennootskap wat self werk wat soortgelyk aan die van sy werknemers is, verrig;

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

(i) Die uitgraaf of uithaal van grond of klip vir fonda- mente, slotte, rirole 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 afzai 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;

(11) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (8) of this clause unless such stamps are affixed in a contribution book deposited with the Council.

(12) 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 (10) of this clause. In the case of death of an employee, the amount due to him from the 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 the commencement of the holiday period, it shall become forfeit and accrue to the general fund of the Council. The Council shall, however, consider all claims for payment lodged after the said period of six months and may in its discretion authorise payment thereof.

(13) Any amounts held by the Council to the credit of the fund shall 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.

(14) 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 Council's general fund.

(15) A public accountant or public accountants whose remuneration be fixed by the Council, shall be appointed annually by the Council and shall audit the accounts of the fund at least once annually and not later than the 31st March in each year prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-clause (5) 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, certified by the auditor and countersigned by the chairman of the Council, and of any report made by the auditor thereon, shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered by such statement, balance sheet and auditor's report be transmitted to the Industrial Registrar.

(16) (a) Should this Agreement expire by effluxion of time or be cancelled in terms of section *forty-eight* (5) of the Act and not within six months of such expiration or cancellation be declared effective for a further period or be superseded by a new Agreement providing for the continuation of the fund, the fund shall be liquidated unless transferred by the Council to any other fund constituted for the same purpose as that for which the fund was created.

(b) On liquidation of the fund in terms of paragraph (a) of this sub-clause, the moneys remaining to the credit of the fund after payment of all claims against it, including administration and liquidation expenses, shall be paid into the general fund of the Council.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Minister may appoint a committee consisting of an equal number of employers and employees in the Industry, to administer the fund and such committee shall possess the powers of the Council for the purpose of the fund. Should the committee be unable or unwilling to discharge its duties or should a deadlock arise thereon which renders the administration of the fund by the committee impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for the purpose. On the expiration of the Agreement, the fund shall be liquidated by the committee functioning in terms of this paragraph, or by the trustee or trustees as the case may be, in the manner set forth in paragraph (b) of this sub-clause, provided that if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the unexpended moneys of the fund, after all claims against it, including administration and liquidation expenses, have been met, shall be disposed of in accordance with the provisions of section *thirty-four* (4) of the Act as though they formed part of the Council's general fund.

6. PAYMENT OF WAGES AND OVERTIME.

(1) Wages, earnings for overtime and all other remuneration 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.

(11) Die Raad is nie vir uitbetaling ten opsigte van seëls wat ingevolge subklousule (8) van hierdie klousule aan werknekmers uitgereik is, aanspreeklik nie, tensy sulke seëls ingeplak is in 'n bydraeboekie wat by die Raad ingedien is.

(12) Geen werknekmer is daarop geregtig om voor die datum wat in subklousule (10) van hierdie klousule bepaal is, betaling van die waarde van seëls wat hy ontvag het, van die Raad te eis nie. Ingeval van die dood van 'n werknekmer moet die bedrag wat aan hom uit die voornoemde fonds verskuldig is, aan sy boedel uitbetaal word by oorhandiging van sy bydraeboekie aan die Raad. Indien 'n werknekmer versuim om sy verlofbesoldiging binne 'n tydperk van ses maande na die aangangsdatum van die vakansietydperk op te eis, word die verbeurd verklaar en kom dit die algemene fonds van die Raad toe. Die Raad moet egter alle eise om betaling, wat na die genoemde tydperk van ses maande ingedien word, oorweeg en kan na goedunke betaling daarvan magtig.

(13) Die Raad moet alle geld wat hy in die kredit van die fonds 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 werkewerker of werknekmer het aanspraak op sulke rente nie, en hulle is ook nie vir bydraes tot die administrasiekoste van die fonds verantwoordelik nie.

(14) Die bydraeboekies en seëls wat aan werknekmers uitgereik word, is nie oordraagbaar en kan nie gesedeer of in pand gegee word nie. Seëls wat op 'n ander manier as ooreenkoms hierdie Ooreenkoms deur iemand verkry is, kan ten bate van die Raad se algemene fonds deur die Raad gekonfiskeer word.

(15) 'n Openbare rekenmeester of rekenmeesters wie se besoldiging deur die Raad vasgestel word, moet jaarliks deur die Raad aangestel word en moet die rekenings van die fonds minstens een maal per jaar ouditeer en elke jaar op of voor 31 Maart 'n staat opstel wat die volgende aantoon:

(a) Alle gelde ontvang—

- (i) ingevolge subklousule (5) 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, gesertificeer deur die ouditeur en onderteken deur die voorstitter van die Raad, en van die ouditeursverslag daaroor, moet daarna by die kantoor van die Raad vir insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so spoedig moontlik, maar binne drie maande na beëindiging van die tydperk wat deur die staat, balansstaat en ouditeursverslag gedek word, aan die Nywerheidsregisteraat gestuur word.

(16) (a) Indien hierdie ooreenkoms deur verloop van tyd verstryk of ooreenkoms hierdie artikel *agt-en-veertig* (5) van die Wet opgesê word en nie binne ses maande vanaf sodanige verstryking of opseggung vir 'n verdere tydperk van krag verklaar word of deur 'n nuwe ooreenkoms wat vir die voortsetting van die fonds voorsiening maak, vervang word nie, word die fonds gelikwiede tensy dit deur die Raad aan 'n ander fonds oorgedra word wat ingestel is vir diesselfde doel as dié waarvoor die fonds gestig is.

(b) By likwidering van die fonds, ooreenkoms hierdie artikel (a) van hierdie subklousule, moet die geld wat nog in die fonds se krediet staan, na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiestekste, aan die Raad se algemene fonds betaal word.

(c) Ingeval die Raad onbind of ophou te funksioneer tydens die geldigheid van hierdie ooreenkoms, kan die Minister 'n komitee aanstel wat bestaan uit 'n gelyke getal werkewerker en werknekmers in die nywerheid ten einde die fonds te bestuur, en sodanige komitee het vir die doel van die fonds die magte van die Raad. Ingeval die komitee nie in staat is nie of onwillig is om sy werk voort te sit of 'n staking van stemme daarin voor-kom wat die bestuur van die fonds na die mening van die Minister onprakties of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die werk van die komitee uit te voer en vir die doel het sodanige kurator of kuratore al die magte van die komitee. By verstryking van die ooreenkoms word die fonds gelikwiede deur die komitee wat ooreenkoms hierdie artikel funksioneer, of deur die kurator of kurature, soos die geval mag wees, op die wyse uiteengesit in paragraaf (b) van hierdie subklousule met dien verstande dat indien die sake van die Raad by die verstryking van die ooreenkoms reeds gereël en die bates uitgedeel is, die onbestede geld van die fonds, nadat al die eise teen die fonds met inbegrip van administrasie- en likwidasiestekste bestry is, bestee moet word ooreenkoms hierdie artikel *vier-en-dertig* (4) van die Wet asof dit deel van die Raad se algemene fonds uitmaak.

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 p.m. nie, op Vrydag betaal word of by diensbeëindiging indien dit voor die gewone betaaldag van die werknekmer geskied.

(2) Betaling kan egter op dae voor Vrydag geskied indien die werkewerker en werknekmer daartoe ooreenkoms, met dien verstande dat die werkewerker die Raad daarvan in kennis stel.

(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 at.....	£ : .	s. d.
C.O.L.A..... "	£ : .	s. d.
Holiday..... "	£ : .	s. d.
Overtime..... "	£ : .	s. d.
Country Allowance... days at.....	£ : .	s. d.
 TOTAL.....	£ : .	s. d.
<i>Less deductions:-</i>		
Unemployment Insurance Fund.....	£ : .	s. d.
Industrial Council Levy.....	£ : .	s. d.
Holiday Fund.....	£ : .	s. d.
 AMOUNT ENCLOSED (CASH)	£ : .	s. d.
Holiday Fund stamp.....		enclosed.

(5) Subject to the provisions of clauses 5 (6) and 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, 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 employer shall require or allow an employee to work and no employee shall work for longer than 5 hours without observing an uninterrupted break of at least one hour.

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

(b) With the consent of the Council 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 condition prescribed in clause 8 of this Agreement; and provided further that, subject to the provisions of clause 11 (2) (a) and clause 11 (2) (b), an employee employed on a shift which commences after 12 midnight or ceases later than 6 a.m. shall be paid the wages prescribed in clause 4 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 the clause, on or on Sundays, the Day of the Covenant, Good Friday or Christmas Day, either on his own account or on behalf of any person or persons, other than his employer, unless the consent of the Council has first been obtained in writing.

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

(6) (a) 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 job so situated as to render the employee unable to return to his home daily:—

- (i) Second-class railway fare, and in the case of an unskilled labourer, third-class railway fare to and from the place of work at the beginning and termination of such work respectively. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate prescribed in clause 4 and half the hourly rate of wage shall be paid for the time occupied in travelling after the ordinary working hours.

(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 werkgever sodanige werknemer alle lone, toeslae en ander besoldiging betaal tot op die tydstip waarop betaling geskied, en wel ten opsigte van elke werkuur of gedeelte van 'n werkuur vanaf die tyd van diensbeëindiging tot die tyd van die finale betaling.

(4) Lone, oortyverdienste, toelaes en ander besoldiging moet in verséelde koeverte aan werknekmers oorhandig word met die naam en adres van die werkgever daarop, asook die naam van die werknekmer en 'n staat van die ure wat gewerk is, oortyverdienste, gemagtigde aftrekings en die ingeslotte bedrae. Die koevert moet die volgende besonderhede aantoon:

Werkgewer se naam en adres.

Werknemer se naam		week
geëindig		
Lone.....	ure teen	£ : s. d.
L.K.T.....	"	£ : s. d.
Vakansie.....	"	£ : s. d.
Oortyd.....	"	£ : s. d.
Plattelandse tölae....	dae teen	£ : s. d.
TOTAAL.....		£ : s. d.
Min aftrekkins:—		
Werkloosheidversekeringsfonds.....	£ : s. d.	
Nywerheidsraadheffing.....	£ : s. d.	
Verloffonds.....	£ : s. d.	
BETALING INGESLUIT (KONTANT) £		ingesluit
Verloffondssel		

(5) Behoudens die bepalings van klosule 5 (6) en 18 van hierdie Ooreenkoms, moet nikks van die bedrae wat ten opsigte van lone, lewenskostetoeleae of besoldiging vir oortyd wat aan werkneemers verskuldig is, afgetrek word nie; met dien verstande dat as 'n werkewerter 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. WERKJURE

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

- (a) in die geval van ongeskoolde en geskoolde arbeiders: 44 uur per week vanaf 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 klausule 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 die tydperk werk nie; voorts met dien verstande dat geen werkgewer van 'n werknemer mag vereis of hom toelaat om langer as 5 uur aan een te werk en dat geen werknemer ook langer aan een 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 klosule 8 van hierdie Ooreenkoms voorgeskryf word, meer as een skof binne 'n tydperk van 24 uur mag werk nie.

(b) Met die toestemming van die Raad kan 'n werkewer werk-nemers in diens neem om twee of drie skofte gedurende 'n tyd-perk van 24 uur te werk; met dien verstande egter dat geen werknemer op ander voorwaardes as dié wat in klosule 8 van hierdie Ooreenkoms voorgeskryf word, meer as een skof binne 'n tydperk van 24 uur mag werk nie; en voorts met dien verstande dat behoudens die bepalings van klosule 11 (2) (a) en klosule 11 (2) (b), 'n werknemer wat 'n skof-werk wat na 12-ur middernag begin of later as 6 vm. eindig, die loon voorgeskryf in klosule 4 betaal moet word, plus 10 persent.

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

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

(6) (a) Onderstaande vervoertoelaes en/of toelaes vir slaapplek moet deur 'n werkgever aan 'n werknemer wat uitgestuur word om 'n werk te verrig wat so geleë is dat die werknemer nie daagliks na sy huis kan teruggaan nie:

- (i) 'n Tweedeklas-spoorwegkaartjie, en in die geval van 'n ongeskoole arbeider, 'n derdeklas-spoorwegkaartjie na en van die werkplek af onderskeidelik aan die begin en die einde van die werk. Vir tyd bestee aan reis gedurende die gewone werkure moet betaal word teen die urskaal voorgeskryf in klosule 4 en die helfte van die urskaal vir tyd bestee aan reis na die gewone werkure;

(ii) Suitable sleeping accommodation shall be provided by the employer in proximity to the place of work or an allowance of 10s. per day, and in the case of an unskilled labourer, 2s. 6d. per day, shall be paid in lieu thereof.

(b) When an employee is able to and does return to his home every day, return second-class rail fare daily. Only time worked on the job shall be paid for.

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, if the consent of the Council has been obtained in writing.

(2) (a) Subject to the provisions of sub-clause (2) of clause 4 and sub-clause (3) (b) of clause 7 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 four 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) 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 7 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, handscrews, glue brushes, wrenches, crowbars, augers and bits over 12 in. long, and all hammers over 3 lb. and all saws for cutting corrugated asbestos and other materials of similar hardness.

(b) *Masons and Stonecutters*.

(i) Tools for working granite or hard stone and claws.
(ii) Suitable sheds for stonecutters, the roof of which must not be less than 10 feet high. This rule shall not apply to small jobs on building sites.

(iii) An employee to sharpen all tools.

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

(d) *Plasterers*.—Daggabards 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 ratches.
(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.

(ii) geskikte slaapplek naby die werkplek moet deur die werkewer verskaf word of 'n toelae van 10s. per dag en in die geval van 'n ongeskoonde arbeider 2s. 6d. per dag in plaas daarvan.

(b) As 'n werkneemster in staat is om elke dag na sy huis terug te keer en hy dit ook werklik doen, tweedeklas-retourreisgeld. Daar sal slegs vir tyd wat aan die werk bestee is, betaal word.

8. OORTYD.

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

(a) in die geval van noodwerk;

(b) vir noodsaklike dienste; en

(c) waar die dringende noodsaklikheid van die bepaalde geval dit vereis dat die werk met groter spoed uitgevoer word as wat 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, as die skriftelike toestemming van die Raad verky is.

(2) (a) Behoudens die bepalings van subklousule (2) van klousule 4 en subklousule (3) (b) van klousule 7 van hierdie Ooreenkoms, moet daar vir oortyd betaal word teen 1½ maal die loon voorgeskryf in klousule 4 van hierdie Ooreenkoms vir al die tyd 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 beginnyd op die volgende dag gewerk word.

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

9. DIENSBEËINDIGING.

(1) 'n Werkneemster wat sy dienskontrak met 'n werkewer will opse, en 'n werkewer wat die dienskontrak van 'n werkneemster wil opse, moet in die geval van timmermans en skrynwerkers minstens 2 uur kennis van diensbeëindiging en in die geval van ander werkneemsters minstens een uur kennis van diensbeëindiging aan die werkewer of, na gelang van die geval, aan die werkneemster gee; met dien verstande dat diens in geen geval voor die stakingstyd wat in klousule 7 van hierdie Ooreenkoms voorgeskryf is of ingevolge genoemde klousule voorgeskryf kan word, moet eindig nie.

(2) 'n Werkneemster wat as 'n timmerman of skrynwerker in diens is, moet gedurende die typerk 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 werkneemster minstens drie agtereenvolgende dae vir dieselfde werkewer gewerk het.

10. BERE EN VERSKAFFING VAN GEREEDSKAP.

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

(2) Werkewers moet slypstone vir die skerpmaak van gereedskap verskaf. As geen slypstone by die werk verskaf word nie, moet aan timmermans- en skrynwerkers voldoende tyd en geleenthede gegee word om voor hul diensbeëindiging hul gereedskap weer vir gebruik in orde te bring.

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

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

(b) *Klipmesselaars en kliphouders*.

(i) Gereedskap vir die bewerking van graniet of harde klip en klemhake.
(ii) Geskikte afdakke vir kliphouders, met 'n dak wat minstens 10 voet hoog is. Hierdie bepalings is nie op klein werkies op bouteirene van toepassing nie.
(iii) 'n Werkneemster om alle gereedskap skerp te maak.

(c) *Skilders en plakkars*.—Alle gereedskap, uitgesonderd stopverfmesse, stoffers en plakkarskwaste en -skere.

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

(i) Masjiene wat in die werkswinkel of by die werk gebruik word.
(ii) Bankaambeelde en klinkstawe en boorysters van alle grootte.
(iii) Skroefsnijgereedskap, soos snyblokke, tappe, bandjies en palratte.

(iv) Pypsnijgereedskap en bankskroewe.
(v) Spesiale en swaar kalfaatysters en potte (vuurpotte).
(vi) Smeltpotte en groot gieltelpels.
(vii) Beitelte, deurslae en muurpenne langer as 9 duim.
(viii) Soldeerboute en blaaslampe.

(ix) Vyle en ysteraaglemme.
(x) Skroefspille met 'n deursnee van meer as 2 duim.
(xi) Klinkstelle vir klinknaels No. 12 en groter, en groefgereedskap.

- (xii) Sheet metal workers' mallets and heavy dressers.
 (xiii) Punches over $\frac{1}{4}$ 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) 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 reasonable safe distance from the working face of the quarry.
- (4) *Scaffolding*.—An employer 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 in conformity with the local authority requirements shall be provided by employers 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 expressions 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.

- (xiii) Hammers en plethamers vir metaalplaatwerkers.
 (xiii) Deurslae met 'n deursnee van meer as $\frac{1}{4}$ duim, hol of solied.
 (xiv) Skroefsleutels en tange langer as 12 duim.
 (f) *Elektriëns*.—Groot vyle, blaaslampe spanskroewe, groot beitels, saaglemme en skroefsnygereedskap.

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

- Werkgewers en werknekmers moet die volgende reëls nakom:—
- (1) *Pleistermodelleerwinkel*.—'n Werkewer moet sorg dat die pas van vorms gedoen word onder die behoorlike toesig van 'n werknekmer aan wie minstens die standaardloonskaal wat in hierdie Ooreenkoms vir vakmanne vasgestel is, betaal moet word.
- (2) *Betonwerk*.—Elke werkewer moet 'n werknekmer in diens hê wat teen minstens die hoogste uurskaal betaalbaar aan 'n vakman, betaal moet word en dat voortdurend in diens moet wees terwyl beton *in situ* gegooi word, en dit is hierdie werknekmer se enigste plig om toesig te hou oor die ander persone wat hierdie werk verrig.
- (3) (a) *Klipwerk*.—Bedieners van kliedraibank- en klipskaafmasjiene en van diamante- en karborundsaägmäsjiene moet teen minstens die standaardloonskaal wat in hierdie Ooreenkoms vir vakmanne vasgestel is, betaal word.
- (b) Werknekmers wat saagblaai insit, kliippe gereedstel om gesaag te word, en alle kliippe gereedmaak en vir poleermasjiene gelykstel, moet teen minstens die standaardloonskaal wat in hierdie Ooreenkoms vir vakmanne vasgestel is, betaal word.
- (c) Klippemselhaarstellasies moet minstens 6 voet vanmekkaar af staan en geen stof mag gedurende werkure met 'n uitlaatpyp of met ander lug weggeblaas word nie.
- (d) Van geen werknekmer kan vereis word om kliip wat bewerk is deur 'n werknekmer wat laer lone ontvang het as dié wat in hierdie Ooreenkoms vir vakmanne vasgestel is, te gebruik nie.
- (e) Alle gevierkante kliip moet op die werkewer se werf of by die werk afgewerk word, maar kan by die steengroewe alleen met behulp van 'n slythamer kleiner gekap word. As die werkewer se werf by die steengroewe geleë is, moet dit op 'n redelike veilige afstand van die groewe se werkfront geleë wees.

- (4) *Steiers*.—'n Werkewer 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 werknekmer, wat minstens die standaardloon wat in hierdie Ooreenkoms vir vakmanne vasgestel is, betaal moet word.
- (5) *Betonmengers, daghamengers of dergelike masjiene*.—Elke werkewer moet vir elke betonmenger, daghamenger of dergelike masjiene wat gebruik word, 'n geskooldé arbeider in diens hê wat voortdurend in diens moet wees terwyl beton of dagha gemeng of gemaal word, en dit is hierdie werknekmer se enigste plig om toesig te hou oor die bediening van 'n masjiene wat vir hierdie doel gebruik word.

12. BESKUTTING TEEN NAT WEER.

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

13. LATRINES.

Behoorlike sanitêre geriewe, ooreenkomsdig die vereistes van die plaaslike bestuur, moet afsonderlik vir blankes en nie-blankes op alle werkplekke verskaf word.

14. VERVERSINGS.

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

15. WERKENDE WERKGEWER OF VENNOOT.

'n Werkende werkewer en/of venoot moet by die werkure 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 werkewers en werknekmers meningsuitsprake lewer wat nie met die bepalings hiervan strydig is nie.

17. VRYSTELLINGS.

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

(2) Die Raad het die bevoegdheid om die voorwaarde waarop 'n vrystelling van krag moet 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 vrygestelde persoon uitgereik word. 'n Vrystellingsertifikaat is net geldig in die gebied waarvoor dit uitgereik is.

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

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

19. NOTICE BOARD.

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

20. AGENTS.

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

21. EMPLOYMENT OF JUVENILES.

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

22. 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.

25. PIECE-WORK OR TASK-WORK.

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

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

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

Signed at Kimberley on behalf of the Council on the 14th day of September, 1959.

K. H. RAMSAY, *Chairman.*

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

B. H. THERON, *Secretary.*

(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 nakom wat ingevolge die bepalings van hierdie klousule uitgereik is.

(6) 'n Afksrif van elke vrystellingsertifikaat moet deur die Sekretaris van die Raad aan die Afdelingsinspekteur, Department van Arbeid, Posbus 322, Kimberley, gestuur word.

18. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks 1s. 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 diëselfde 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.

19. KENNISGEWINGBORDE.

Elke werkgewer en alle werkgewers 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 kennisgewingbord oprig wat die volle naam en besigheidsadres van die werkgewer, 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 werkgewer en elke werknemer in die bounwywerheid 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 bounwywerheid in diens geneem word nie.

22. ONGESKOOLDE ARBEID.

'n Werkgewer moet aan sy ongeskoole 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 Ongevallewet, 1941, skadeloosstelling betaalbaar is, een dag verlof vir elke volle maand diens by hom toestaan, en moet hom vir elke sodanige dag loon betaal, bereken teen een-sesde van sy weekloon wat hy voor die aanvang van sodanige verlof ontvang het; met dien verstande dat die werkgewer 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 werkgewer vrystel van betaling ten opsigte van sodanige afwesigheid.

23. VAKVERENIGINGORGANISEERDERS.

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

24. KONTRAK SLEGS VIR ARBEID.

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

25. STUKWERK OF TAAKWERK.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal kan word nie as die bedrag waarop hy ooreenkomsdig klousule 4 geregtig sou wees, kan 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van die werk verrig, met dien verstande dat so 'n stelsel van besoldiging nie toelaatbaar is nie, uitgesonderd in die vorm van 'n aansporingskema, waaroor daar op die voorwaardes ooreengeskou is soos uiteengesit in subklousules (2) en (3) hieronder.

(2) Enige werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee saamstel van verteenwoordigers van die bestuur en die werknemers wat, na raadpleging met enigeen van die Vakverenigingpartye by hierdie Ooreenkoms waarvan die lede betrokke is, ooreen kan kom oor die voorwaardes van sodanige skema.

(3) Die voorwaardes van sodanige aansporingskema en enige latere verandering daarop deur die komitee besluit mag word, moet op skrif gestel en deur die lede van die komitee onderteken word en kan nie deur die komitee verander of deur enigeen van die partye beëindig word nie; tensy die partye wat die ooreenkoms wil verander of beëindig, die ander party skriftelik dié kennis gegee het waartoe die partye ooreengeskou het toe sodanige ooreenkoms aangegaan is.

Namens die Raad op hede die 14de dag van September 1959 in Kimberley geteken.

K. H. RAMSAY, *Voorsitter.*

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

B. H. THERON, *Sekretaris.*

No. 1878.]

[13 November 1959.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.**BUILDING INDUSTRY, KIMBERLEY.**

I, JOHANNES DE KLERK, 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, Kimberley, published under Government Notice No. 1877 of the 13th November, 1959, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

No. 1878.]

[13 November 1959.

WET OF FABRIEKE, MASJINERIE EN BOUWERK,
1941.**BOUNYWERHEID, KIMBERLEY.**

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-veertig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Kimberley, gepubliseer by Goewermentskennisgewing No. 1877 van 13 November 1959, vir die persone wie se werkure daarby gereel word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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