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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1968.] [27 November 1959.

INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, ALBANY.

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, Albany, shall be binding from the second Monday after the date of publication of this notice and for a period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and the employees who are members of that organisation or that union;
- (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 23 (inclusive) and 25 to 28 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for a period ending three 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 Magisterial District of Albany; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of Albany and from the second Monday after the date of publication of this notice and for a period ending three years from the said second Monday, the provisions contained in clauses 1 (2), 3 to 23 (inclusive) and 25 to 28 (inclusive) 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.

(1058/125 B.)

A—6976474

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1968.] [27 November 1959.

WET OP NYWERHEIDSVERSOENING, 1956.

BOUNYWERHEID, ALBANY.

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 die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid, Albany, betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1 (2), 3 tot en met 23 en 25 tot en met 28 van die genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat drie jaar vanaf genoemde tweede Maandag 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 landdrostdistrik Albany; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1 (2), 3 tot en met 23 en 25 tot en met 28 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die landdrostdistrik Albany *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

(1058/125 B.)

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (GRAHAMSTOWN).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act No. 28 of 1956, made and entered into between the—

Grahamstown Master Builders and Allied Trades' Association (hereinafter referred to as "the employers" or "the employers' organisation"), on the one part, and the Amalgamated Union of Building Trade Workers of South Africa (hereinafter referred to as "the employees" or "the Trade Union"), of the other part, being the parties to the Industrial Council for the Building Industry (Grahamstown).

1. SCOPE OF APPLICATION OF AGREEMENT.

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

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

- (a) the terms of the Agreement shall apply to apprentices and minors only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;
- (b) clauses 8, 12 and 16 of the Agreement shall not apply to employees for whom wages are specified in Clause 4 (1) (a) (i) or (ii);
- (c) the terms of the Agreement shall apply to trainees in terms of the Training of Artisans Act, 1951, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder; and
- (d) the terms of the Agreement shall not apply to persons engaged in the erection, maintenance, repair or alteration on farms of—
 - (i) dwelling-houses at a cost of less than £1,000; and
 - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, and any reference to an Act shall include any amendments of such Act; further, unless inconsistent with the context:—

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, and includes a minor employed on probation in terms of 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 of 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 sites 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:—

Asphalting, which includes asphalting floors and roofing, laying malthoid or rubber flooring and waterproofing basements or foundations;

bricklaying, which includes concreting and the fixing of concrete blocks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, excluding caulking of joints, slating and roof tiling;

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

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

joinery, which includes the 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 article used;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (GRAHAMSTAD).

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, No. 28 van 1956, gesluit en aangegaan deur die

Grahamstown Master Builders' and Allied Trades' Association (hieronder „die werkgewers" of „die werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa (hieronder „die werknemers" of „die vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, (Grahamstad).

1. BESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Albany nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat onderskeidelik lede is van die werkgewersorganisasie en die vakverenigings.

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

- (a) is die bepalings van die Ooreenkoms van toepassing op vakleerlinge en minderjariges slegs vir sover dit nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, of enige kontrak wat ingevolge daarvan aangegaan is of enige voorwaardes wat ingevolge daarvan vasgestel is nie;
- (b) is klousule 8, 12 en 16 van die Ooreenkoms nie van toepassing op werknemers vir wie lone in klousule 4 (1) (a) (i) en (ii) voorgeskryf word nie;
- (c) is die bepalings van die Ooreenkoms van toepassing op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie strydig is met die bepalings van genoemde Wet of voorwaardes wat ingevolge daarvan vasgestel is nie; en
- (d) is die bepalings van die Ooreenkoms nie van toepassing nie op persone wat werksaam is in verband met die oprigting, onderhoud, herstel of verbouing op plase van—
 - (i) woonhuise teen 'n koste van minder as £1,000;
 - (ii) alle ander geboue, ongeag die koste, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid vasstel en bly van krag vir 'n tydperk van drie jaar of vir 'n tydperk wat die Minister kragtens artikel agt-en-veertig van die Wet bepaal.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet en enige verwysing na 'n wet sluit enige wysigings van dié wet in; voorts, tensy dit strydig met die samehang is, beteken:—

„Wet", die Wet op Nywerheidsversoening, 1956;

„vakleerling", 'n werknemer in diens kragtens 'n skriftelike leerlingkontrak geregistreer ingevolge die bepalings van die Wet op Vakleerlinge, 1944, en omvat 'n minderjarige op proef ooreenkomstig dié Wet;

„Bounywerheid" of „nywerheid", sonder in 'n enkel opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir die doel van oprigting, voltooiing, hernuwing, herstel, onderhoud of verbouing van geboue en bouwerke, en/of die maak van artikels wat gebruik word in die oprigting, voltooiing of verbouing van geboue of bouwerke, ongeag of die werk verrig, die materiaal berei, of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders en sluit in alle werk wat uitgevoer of verrig word deur persone daarin wat in die volgende ambagte of onderafdelings daarvan werksaam is:—

Asfaltwerk, met inbegrip van asfaltwerk aan vloere en dakke, die lê van malthoid of rubbervloerbedekking en die waterdigting van kelderverdiepings of fondamente;

messelwerk, met inbegrip van betonwerk en die vassit van betonblokke, betoeling van mure en vloere, voegwerk, plaveiwerk, mosaïekwerk, sigwerk met leiklip, marmer en komposisie, rioolaanleg, maar nie voëe kalfater, dakke met lei en dakpanne afdek nie;

elektriese aanleg, met inbegrip van elektriese toebehore en bedrading en bybehorende werksaamhede;

vernisswerk, met inbegrip van vernis met 'n kwas of kussinkie en met 'n mengsel spuit;

skrynerwerk, met inbegrip van die vervaardiging van alle skrynerwerkartikels, 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 en ander metale, met inbegrip van die vervaardiging en/of aanbring van ligte, reklame-tekens en insit van glas in verband daarmee;

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

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs, and architectural metal work, the manufacture and/or fixing of drawn metal work and sheet 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, paperhanging, glazing, distempering, colour washing, staining, varnishing, graining, marbling, spraying, sign writing and wall decorating;

plastering, which includes modelling, granolithic and composition flooring, composition wall covering 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, sanitary and domestic engineering, drain laying, lead 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, window enclosures, show cases, counters, screens and interior fittings and fixtures;

steel reinforcing in situ;

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

woodwork, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic materials, cork and asbestos insulation, wood lathing, composition, ceiling and wall covering, plugging of walls, covering of woodwork and 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 (Grahamstown) as registered in terms of section nineteen of the Act;

"country job" means a job within the magisterial district of Albany, but not within a radius of five miles from the Church Square, Grahamstown;

"essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or the maintenance of lighting, power, water supply or sanitation;

"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 9 of this Agreement;

"journeyman" means an employee other than an apprentice or a trainee under the Training of Artisans Act, 1951, employed in any one or more of the trades or subdivisions thereof enumerated in the definition of "Building Industry";

"minor" means an employee under the age of 21 years, employed on probation in a trade designated under the Apprenticeship Act, 1944;

"piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

"semi-skilled labourer" means an employee engaged in any one or more of the following occupations:—

Driving mechanical vehicles, operating hoists, supervising solely unskilled labourers, operating concrete mixers or mortar mills or other similar machines, operating floor sandpapering machines or stone polishing machinery, and who may in addition perform the work of an unskilled labourer;

"structure" includes walls, retaining walls and monuments other than tombstones and burial monuments;

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

klipmesselwerk, met inbegrip van klipbeitelwerk en klipbouwerk (ook die uitbeitel en bou van ornamente en monumentklipwerk), betonwerk en die vassit van en bouwerk met nagebootste of kunsklip of marmerplaveie, mosaïekwerk, voegstryking, vloer- en muurteëls, die bediening van klipbewerkingsmasjinerie (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;

metaalwerk, met inbegrip van die insit van staalplafonne, metaalvensters, metaaldeure, bouersmidwerk, metaalrame en metaaltrappe en boukundige metaalwerk, die vervaardiging en/of aansit 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, distemperwerk, kleurkalkwerk, beitswerk, verniswerk, vlamskildering, marmering en spuit- en letterskilderwerk en muurversiering;

pleisterwerk, met inbegrip van modelleerwerk, granoliet- en komposisiebevloering, komposisiemuurbekleding en poleerwerk, die aansit van nagebootste of kunsklipwerk, die beteeëling van mure en vloere, plavei- en 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, sanitêre en huishoudelike ingenieurswerk, die aanlê van riole, loodkalfaterwerk, ventilering, verwarming, die aanlê van warm en kouwater, die installering van brandblusinstallasies en die vervaardiging en aanlê van alle metaalplaatwerk, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie;

winkel-, kantoor- en bankuitrusting, met inbegrip van die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstalkaste, toonbanke, skerms en los en vaste binne-uitrusting;

staalbewapening in situ;

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 aansit van geriefde dakyster, klank- en akoestiekmetaal, kurk- en asbesisoleerwerk, latwerk, die aansit van komposisieplafonne en -muurbekleding, die insit van houtproppe in mure, die bekleding van houtwerk met metaal, die insit van blokkies- en ander vloere met inbegrip van hout en kurk en die 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 (Grahamstad), geregistreer kragtens artikel negentien van die Wet;

„plattelandse werk”, 'n werk binne die landdrostdistrik Albany, maar nie binne 'n straal van vyf myl vanaf Kerkplein, Grahamstad, nie;

„noodsaaklike dienste”, werk wat noodsaaklikerwys verrig moet word vir die versekering van die gesondheid en veiligheid van die publiek of vir die instandhouding van ligte, krag, watervoorrade of sanitasie;

„noodwerk”, werk wat nie redelikerwys gedurende die ure wat in klousule 9 van hierdie Ooreenkoms voorgeskryf is of ingevolge daarvan bepaal mag word, verrig kan word nie;

„ambagsman”, 'n ander werknemer as 'n vakleerling of kwekeling ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, wat in een of meer van die ambagte of onderafdelings daarvan, genoem in die woordomskrif van „Bounywerheid”, in diens is;

„minderjarige”, 'n werknemer onder die leeftyd van 21 jaar, in diens in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is, gedurende die proeftydperk in die Wet voorgeskryf;

„stukwerk” 'n werkstelsel waarby die minimum loon waarop 'n werknemer geregtig is, slegs volgens die hoeveelheid en die omvang van die verrigte werk bereken word sonder om die tyd wat daaraan bestee word, in ag te neem;

„halfgeskoolde arbeider”, 'n werknemer wat een of meer van die volgende take verrig:—

Die dryf van meganiese voertuie, die bediening van hystoestelle, toesig slegs oor ongeskoolde arbeiders hou, die bediening van betonmengers of daghameulens of ander soortgelyke masjiene, die bediening van vloerskuur- of klippoleermasjiene, en wat bowendien ook die werk van 'n ongeskoolde arbeider kan verrig;

„bouwerk”, ook mure, steunmure en monumente, uitgesonderd grafstene en grafmonumente;

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

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

- (a) digging holes or digging or taking out stone or soil for foundations, trenches, drains or channels;
- (b) removing excavated stone or soil;
- (c) shovelling building materials into or removing them from mortar or concrete mixing machines or mixing mortar or concrete with shovels;
- (d) loading or unloading goods;
- (e) carrying mortar, bricks, stone, concrete or other building materials;
- (f) cleaning used bricks;
- (g) lime-washing or the use of tar or any similar products on buildings or latrines occupied or used by natives or on rough timber such as joists on the underside of floors; provided, however that lime-washing in connection with buildings or latrines during their erection or within sixty days of their completion shall be excluded from this definition;
- (h) chasing or cutting walls or concrete floors for conduits (setting out is the work of a journeyman), drilling concrete or assisting a qualified wireman in drawing wires;
- (i) binding or tying with wire, steel reinforcing materials or cutting, bending or assembling such materials under supervision;
- (j) scaffold erecting under supervision;
- (k) caulking of drain pipes;
- (l) threading piping under the supervision of a journeyman;
- (m) assisting journeyman where necessary, but not performing skilled work;

"wage" means that portion of the remuneration prescribed in clause 4 (1) (a) in respect of the ordinary hours of work prescribed in clause 9.

4. WAGES.

(1) (a) Subject to the remaining provisions of this clause and of clauses 6 (3), 19 and 27, an employer shall pay wages at rates not lower than, and an employee shall not accept wages at rates lower than the following:—

	Per hour.
(i) Unskilled labourers	0s. 7½d.
(ii) Semi-skilled labourers	1s. 6d.
(iii) Journeymen	4s. 6d.

(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 wages payable in terms of paragraph (a) of this sub-clause for all the hours worked on such day.

(c) *Cost of Living Allowance.*—In addition to the wages prescribed in sub-clause 1 (a) and (b) above, an employee shall in respect of the ordinary hours of work prescribed in clause 9 be entitled to and be paid a cost of living allowance of not less than:—

(i) In the case of journeymen, two shillings and fourpence per hour, with an increase or decrease of one penny for every completed two points which the Consumer Price Index Number rises or falls above or below 100, an amount of one shilling per hour having been incorporated in the basic wage.

The amount of one shilling incorporated in the basic wage of 4s. 6d. per hour shall continue to count as cost of living allowance for the purpose of:—

(aa) War measure No. 43 of 1942 as amended from time to time.

(bb) Any substituting or superseding legislation consolidating cost of living allowance into basic wage.

For the purpose of this clause "Consumer Price Index Number" shall mean the weighted average in the nine principal areas for all items as published by the Director of Census and Statistics in the Government Gazette.

(ii) In the case of unskilled labourers and semi-skilled labourers the War Measure 43 of 1942 statutory cost of living shall apply.

(iii) If the amount of cost of living allowance payable to an employee in terms of paragraph (i) above is less than the amount payable to such an employee in terms of War Measure No. 43 of 1942, or any amendment thereof, he shall be paid the latter amount.

(2) *Payment of Overtime.*—(a) Subject to the provisions of paragraph (c) and (d) of this sub-clause all time worked in excess of or outside the ordinary number of daily or weekly hours prescribed in clause 9, shall be overtime.

(b) An employer shall pay to an employee employed by him remuneration at a rate not less than one and one third times the employee's ordinary remuneration in respect of all overtime worked by such employee.

(c) Whenever an employee works on a Sunday, his employer shall either—

- (i) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday; or

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

- (a) gate grawe of grond of klippe uitgraaf en uithaal vir fondamente, slope, riole of kanale;
- (b) uitgetraafde klippe of grond verwyder;
- (c) materiaal voer aan of verwyder uit dagha- of betonmengmasjiene, of beton of dagha met skopgrawe meng;
- (d) goedere laai of aflaai;
- (e) dagha, bakstene, klippe, beton of ander boumateriaal dra;
- (f) gebruikte bakstene skoonmaak;
- (g) geboue en latrines, wat deur Naturelle gebruik word, afwit of teer, of teer of dergelike produkte daaraan smeer of aan ruwe houtwerk, soos dwarsbalke onderaan vloere; met dien verstande egter dat die afwit van geboue of latrines gedurende die oprigting daarvan of binne 60 dae na voltooiing, van hierdie woord-omskrywing uitgesluit word;
- (h) groewe in mure of betonvloere maak of uitkap vir geleiers (uitsit is die werk van 'n vakman), gate in beton boor of 'n opgeleide draadwerker help om draad deur te trek;
- (i) staalversterkingsmateriaal bind of met draad vasmaak, sulke materiale onder toesig sny, buig of inmeekaarsit;
- (j) steiers onder toesig oprig;
- (k) rioolpype kalfater;
- (l) skroefdraad aan pype onder toesig van 'n vakman sny;
- (m) vakmanne help waar dit nodig is, maar nie geskoolde werk doen nie.

"loon", dié gedeelte van die besoldiging voorgeskryf by klousule 4 (1) (a) ten opsigte van die gewone werkure wat by klousule 9 voorgeskryf word.

4. LONE.

1. a) Behoudens die oorblywende bepalinge van hierdie klousule en van klousules 6 (3), 19 en 27, moet 'n werkgewer lone betaal teen minstens onderstaande skale en mag 'n werknemer geen laer lone as dit aanneem nie:—

	Per uur.
(i) Ongeskoolde arbeiders	0s. 7½d.
(ii) Halfgeskoolde arbeiders	1s. 6d.
(iii) Vakmanne	4s. 6d.

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

(c) *Lewenskostoelae.*—Benewens die loon wat by subklousule 1 (a) en (b) voorgeskryf word, is 'n werknemer ten opsigte van die gewone werkure wat by klousule 9 vasgestel word, geregtig op 'n lewenskostoelae wat aan hom betaal moet word van:—

- (i) In die geval van ambagsmanne, minstens twee sjielings en vier pennies per uur, met 'n verhoging of vermindering van een pennie vir elke volle twee punte wat die verbruikersprysindeks bo die syfer 100 styg of onder daardie syfer daal. Van hierdie bedrag van twee sjielings en vier pennies word een sjieling in die basiese loon ingesluit. Die bedrag van een sjieling in die basiese loon van vier sjielings en ses pennies per uur geld as lewenskostoelae vir die doel van:—

(aa) Oorlogsmaatreël No. 43 van 1942, soos van tyd gewysig;

(bb) Enige plaasvervangende wetgewing wat lewenskostoelae met basiese lone konsolideer.

Vir die toepassing van hierdie subklousule beteken "verbruikersprysindeks" die beswaarde gemiddelde van die nege hoofgebiede vir alle items, soos van tyd tot tyd deur die Buro van Sensus en Statistiek in die *Staatskoerant* gepubliseer.

(ii) In die geval van ongeskoolde en halfgeskoolde arbeiders, is die wetlike lewenskostoelae van Oorlogsmaatreël No. 43 van 1942 van toepassing.

(iii) As die bedrag van die lewenskostoelae wat ingevolge paragraaf (i) hierbo aan 'n werknemer betaalbaar is minder is as die bedrag wat ingevolge Oorlogsmaatreël No. 43 van 1942, of enige wysiging daarvan, aan so'n werknemer betaalbaar is, moet hy laasgenoemde bedrag betaal word.

(2) *Besoldiging vir oortyd.*—(a) Behoudens die bepalinge van paragrafe (c) en (d) van hierdie subklousule moet alle tyd oortyd wees wat bo en behalwe die gewone getal daaglikse of weeklikse werkure, soos voorgeskryf in klousule 9, gewerk word.

(b) 'n Werknemer moet aan 'n werknemer by hom in diens, ten opsigte van alle oortyd wat deur sodanige werknemer gewerk word, besoldiging betaal teen 'n skaal van minstens een en een derde maal die werknemer se gewone besoldiging.

(c) As 'n werknemer op 'n Sondag werk, moet sy werkgewer hom of—

- (i) minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tyd wat gewoonlik deur hom op 'n weekdag gewerk word; of

(ii) pay the employee remuneration at a rate not less than one and one third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday, one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(d) (i) If an employee does not work on Easter Monday, Good Friday, the Day of the Covenant and Christmas Day, his employer shall pay him in respect of such day at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(ii) Subject to clauses 27 (1) and 9 (4) whenever an employee works on Easter Monday, Good Friday, the Day of the Covenant or Christmas Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(e) The remuneration payable in terms of this sub-clause in respect of Easter Monday, Good Friday, the Day of the Covenant and Christmas Day shall be in addition to the payment due to an employee in respect of such days in terms of clause 27.

(3) *Dangerous Work.*—On all jobs of a dangerous nature, wages in excess of the minimum prescribed shall be paid, the amount to be mutually agreed upon between individual employers and employees and to be not less than 5 per cent of the basic wage for each hour during which such work is performed. A signed and witnessed copy of the agreement must be lodged with the Secretary of the Council at least three days before commencement of the work. Should no agreement be reached, the Industrial Council shall determine the matter.

5. PIECE-WORK AND INCENTIVE SCHEMES.

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

(2) Notwithstanding the provisions of sub-clause (1) and subject to the 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 (3) and (4) hereunder.

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

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

6. PAYMENT OF WAGES AND OVERTIME.

(1) Wages and earnings for Overtime and all other remuneration shall be paid in cash weekly at finishing time on Friday or on termination of employment if this takes place before the ordinary pay day of the employee. Payment may, however, be made at times other than the above or on days other than Fridays with the prior consent of the Council.

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

(3) Wages, remuneration for overtime and all other remuneration shall be paid in cash in full without deduction (except of levies payable in terms of clause 19); provided that any amount paid by an employer who is compelled by law, ordinance or legal process to make payment on behalf of an employee, may be deducted.

7. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated more than one mile and a half and not more than five miles from Church Square, Grahamstown, the employer shall provide or pay for transport both ways in respect of the said distance. Where transport is provided by the employer the means of conveyance shall leave the job not later than ten minutes after closing time, otherwise the employee shall be paid for the time he is required to wait at the rate of wages prescribed in clause 4 for an employee of his class.

(2) Any time occupied by an employee in proceeding to or from work shall be outside the ordinary working hours prescribed in clause 9.

(ii) besoldiging betaal teen minstens 1½ maal sy gewone besoldiging ten opsigte van die totale tyd wat op die Sondag gewerk word en hom binne sewe dae na dié Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldig teen minstens sy gewone besoldiging asof hy op dié vakansiedag sy gewone werkure vir daardie dag van die week gewerk het.

(d) (i) As 'n werknemer nie op Paasmaandag, Goeie Vrydag, Geloftedag en Kersdag werk nie, moet sy werkgever hom ten opsigte van sodanige dag besoldiging teen minstens sy gewone besoldiging asof hy op dié vakansiedag sy gewone gemiddelde getal werkure vir daardie dag van die week gewerk het.

(ii) As 'n werknemer op Paasmaandag, Goeie Vrydag, Geloftedag en Kersdag werk, moet sy werkgever hom, behoudens klousules 27 (1) en 9 (4), besoldig teen minstens sy gewone besoldiging ten opsigte van die totale tyd wat hy op dié dag gewerk het, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(e) Die besoldiging wat ingevolge hierdie klousule ten opsigte van Paasmaandag, Goeie Vrydag, Geloftedag en Kersdag betaalbaar is, moet bo en behalwe die besoldiging wees wat ten opsigte van dié dae ingevolge klousule 27 aan 'n werknemer betaalbaar is.

(3) *Gevaarlike werk.*—Vir alle werk van 'n gevaarlike aard moet hoër lone as die voorgeskrewe minimum betaal word, en die bedrag moet onderling deur werkgevers en werknemers gereël word en moet minstens 5 persent van die basiese loon wees vir elke uur waarin die werk verrig word. 'n Getekende en beëdigde kopie van die Ooreenkoms moet minstens drie dae voor die aanvang van die werk by die Sekretaris van die Raad ingedien word. As daar nie tot 'n ooreenkoms geraak word nie, moet die Nywerheidsraad oor die saak beslis.

5. STUKWERK EN AANSPORINGSTELSLS.

(1) Geen werk mag op 'n stukwerkbasis deur werkgevers uitgegee word of deur werknemers gedoen word nie, en geen stelsel van besoldiging waarby die loon van 'n werknemer slegs op die hoeveelheid of die omvang van die verrigte werk gebaseer of bereken word, word toegelaat nie. Die bepaling van hierdie klousule is geldig ondanks die feit dat die werknemer 'n klein hoeveelheid materiaal of van die vereiste installasie kan verskaf.

(2) Ondanks die bepaling van subklousule (1) en behoudens die voorwaarde dat geen werknemer minder loon betaal kan word as die bedrag waarop hy kragtens klousule 4 geregtig is nie, kan 'n werkgever die besoldiging van 'n werknemer wel op die hoeveelheid en die omvang van sy werk baseer, met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie uitgesonderd in die vorm van 'n aansporingstelsel waarvan die bepaling, soos in subklousule (3) en (4) hieronder uiteengesit, aangeneem is.

(3) Enige werkgever wat 'n aansporingstelsel wil invoer, moet 'n gesamentlike komitee van die verteenwoordigers van die bestuur en van die werknemers stig, wat na onderhandelinge met die vakverenigings, as party by hierdie Ooreenkoms, wie se lede daarby belang het, aangaande die bepaling van enige sodanige stelsel kan ooreenkom.

(4) Die bepaling van enige sodanige aansporingstelsel en enige toekomstige wysiging daarvan moet skriftelik neergelê en deur die lede van die komitee onderteken word, en mag nie deur die komitee gewysig of deur een of ander party beëindig word nie, tensy die party wat die ooreenkoms wil wysig of beëindig, skriftelik aan die ander party sodanige kennisgewing geege het as wat die party vasgestel het toe die ooreenkoms aangegaan is.

6. BETALING VAN LONE EN OORTYDVERDIENSTE.

(1) Lone en oortydverdiensle en alle ander besoldiging moet wekeliks in kontant by uitskeityd op Vrydag betaal word of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind. Betaling kan egter op ander tye as bogenoemde gedoen word of op ander dae as Vrydag, as toestemming vooraf van die Raad verkry word.

(2) Lone, oortydverdiensle en alle ander besoldiging moet aan die werknemers oorhandig word in 'n verseelde kovert waarop die naam van die werknemer, die getal ure gewerk, aftrekkings wat miskien gemaak is, en die ingeslote bedrag, vermeld staan.

(3) Lone, oortydverdiensle en alle ander besoldiging moet ten volle sonder aftrekkings (uitgesonderd wat betref aftrekkings ingevolge klousule 19) in kontant betaal word; met dien verstande dat 'n bedrag afgetrek kan word wat deur 'n werkgever betaal is wat hy by wet, ordonnansie of regseding verplig was om ten behoeve van 'n werknemer te maak.

7. STAPTYD EN VERVOER.

(1) As 'n werk meer as 1½ myl en nie meer as 5 myl van Kerkplein, Grahamstad, is nie, moet die werkgever vervoer in albei rigtings verskaf of daarvoor ten opsigte van die genoemde afstand betaal. As vervoer deur die werkgever verskaf word, moet die vervoermiddel nie later as tien minute na uitskeityd van die werk af vertrek nie, anders moet die werknemer betaal word vir die tyd wat hy moet wag, teen die skaal wat by klousule 4 vir 'n werknemer van sy klas voorgeskryf word.

(2) Tyd wat 'n werknemer neem om na en van werk te gaan, is buite die gewone werkure wat by klousule 9 voorgeskryf word.

8. COUNTRY JOBS.

The following transport allowance and/or allowance for sleeping accommodation shall be paid by an employer to an employee sent by him to work on a country job:—

- (a) Where the employee is able to and does return to his home every day, return second class railway fare daily. Only time worked on the job shall be paid for.
- (b) Where the employee is unable to return to his home daily—
 - (i) second class railway fare to and from the place of work at the beginning and termination of such work, respectively; time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wages of the employee concerned as prescribed in clause 4;
 - (ii) suitable sleeping accommodation in proximity to the place of work, or an allowance of 10s. per working day in place thereof;
 - (iii) an employee who is able to proceed to his home at the weekend and return by the ordinary starting time on Monday (or Tuesday if Easter Monday, the Day of the Covenant, or Christmas Day falls on a Sunday or Monday) shall be entitled to a second class railway return fare at weekends but no payment in lieu of such fare shall be made if the journey is not undertaken. An employer shall not be liable to pay wages in respect of any time spent in travelling during such weekends.

9. HOURS OF WORK.

(1) Subject to the provisions of clauses 10 and 27, the ordinary hours of work shall not exceed:—

- (a) in the case of unskilled and semi-skilled labourers, 43½ hours in any week or 8 hours and 42 minutes on any day;
- (b) in the case of other building trade employees, 40 hours in any week, or 8 hours on any day;
- (c) in the case of employees working for electrical contractors, 44 hours in any week or 8 hours on any day from Monday to Friday and 4 hours on Saturday, and shall except as provided in sub-clause (2) be worked between the hours—
 - (i) in the case of unskilled and semi-skilled labourers 7.30 a.m. and 5.30 p.m. on any day other than a Saturday or Sunday;
 - (ii) in the case of other building trade employees 8.0 a.m. and 5.0 p.m. on Mondays to Fridays;
 - (iii) in the case of employees working for electrical contractors 8.30 a.m. to 5.30 p.m. on Mondays to Fridays and 8.30 a.m. to 12.30 p.m. on Saturdays;

with a rest period of one hour for lunch; provided that employees may be employed on shift work.

(2) (a) Subject to clause 10, no employee shall work more than one shift in any period of twenty-four hours

(b) Where three shifts are being worked, one of the shifts shall be worked within the hours prescribed in sub-clause (1). Where two shifts only are worked, an employee shall not be required or permitted to commence work earlier than 6 a.m. or finish work later than 3 p.m. for the first shift, or commence work earlier than 3 p.m. or finish work later than 12 midnight for the second shift.

(c) An employee employed on any shift other than the shift falling within the hours laid down in sub-clause (1) shall be paid an allowance of 10 per cent of the wage prescribed in clause 4

(1) in addition to such wage, for each hour so employed.

(d) An employer intending to engage employees to work on shift work shall first notify the Council in writing of such intention and shall state the hours during which each shift shall be worked.

(3) No employee shall be required or permitted to work for a continuous period of longer than 5 hours without an uninterrupted interval of not less than one hour. For the purpose of this clause periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(4) No employee shall be required or permitted to perform any work in the Building Industry whether for remuneration or not, nor shall an employee perform such work, except on essential services or on work done for himself, on any Saturday or any Sunday or on Good Friday, Easter Monday, the Day of the Covenant or Christmas Day; provided that employees of electrical contractors may be required or permitted by their employers to work on Saturdays.

10. OVERTIME.

(1) An employer may permit his employee to work up to 10 hours overtime per working week without notification to the Council.

(2) An employer shall not require or allow any employee to work overtime in excess of 10 hours per working week, except—

- (a) in cases of emergency work;
- (b) on essential services; and
- (c) where the exigencies of the particular case demand that work shall 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 9 of this Agreement. The Council shall be notified within any day of any overtime worked in terms of this sub-clause; pro-

8. PLATTELANDSE WERK.

Aan werknemers wat na plattelandse werk gestuur word, moet die werkgever onderstaande toelae vir vervoer en/of slaapplek betaal:—

- (a) As 'n werknemer daaglik huis toe kan gaan en dit ook doen, daaglik 'n spoorwegretoerkaartjie, tweede klas. Slegs vir tyd wat werklik gewerk is, word betaal.
- (b) As 'n werknemer nie daaglik huis toe kan gaan nie—
 - (i) 'n spoorwegkaartjie, tweede klas, na en van werk onderskeidelik aan die begin en by beëindiging van die werk. Slegs vir tyd wat gedurende gewone werkure gereis word, word betaal teen die uurloon van die betrokke werknemer, soos in klousule 4 bepaal;
 - (ii) geskikte slaapplek naby die werkplek of in plaas daarvan 'n toelae van 10s. per werkdag;
 - (iii) 'n werknemer wat vir naweke huis toe kan gaan en op die gewone begintyd van die werk op Maandag (of Dinsdag as Gelofte-dag of Kersdag op 'n Sondag of Maandag val) terug kan wees, is elke naweek geregtig op 'n spoorwegretoerkaartjie, tweede klas, maar ingeval die reis nie onderneem word nie, is geen toelae in plaas van die kaartjie betaalbaar nie en ten opsigte van tyd wat gedurende sodanige naweke gereis word, is 'n werkgever nie aanspreeklik vir die betaling van lone nie.

9. WERKURE.

(1) Behoudens die bepalings van klousules 10 en 27 mag die gewone werkure die volgende tydperke nie oorskry nie:—

- (a) In die geval van ongeskoolde of halfgeskoolde arbeiders, 43½ uur in enige week of 8 uur en 42 minute op enige dag;
- (b) in die geval van ander werknemers in die bounywerheid, 40 uur in enige week of 8 uur op enige dag;
- (c) in die geval van werknemers wat vir elektrotegniese aannemers werk, 44 uur in enige week of 8 uur op enige dag van Maandag tot Vrydag en 4 uur op Saterdag; en, uitgesonderd soos in subklousule (2) voorgeskryf, moet die werk tussen die volgende ure verrig word:—

- (i) In die geval van ongeskoolde en halfgeskoolde arbeiders, 7.30 vm. en 5.30 nm. op enige dag, uitgesonderd Saterdag of Sondag;
- (ii) in die geval van ander werknemers in die bounywerheid, 8 vm. en 5 nm., op Maandae tot Vrydae;
- (iii) in die geval van werknemers wat vir elektrotegniese aannemers werk, 8.30 vm. tot 5.30 nm., op Maandae tot Vrydae, en 8.30 vm. tot 12.30 nm., op Saterdae;

met 'n ruspouse van een uur vir middagete, met dien verstande dat werknemers ook skofwerk kan doen.

(2) (a) Behoudens klousule 10 mag geen werknemer meer as een skof in 'n tydperk van 24 uur werk nie.

(b) As drie skofte gewerk word, moet een skof gewerk word binne die tyd in subklousule (1) van hierdie klousule voorgeskryf. Ingeval net twee skofte gewerk word, moet 'n werknemer vir die eerste skof nie verplig of toegelaat word om voor 6 vm. te begin werk of na 3 nm. op te hou werk nie, of vir die tweede skof nie voor 3 nm. te begin werk of na 12-uur middernag op te hou werk nie.

(c) 'n Werknemer wat 'n ander skof werk as dié tussen die ure in subklousule (1) voorgeskryf, moet vir elke uur aldus in diens, die loon betaal word wat kragtens klousule (4) (i) van hierdie Ooreenkoms betaalbaar is, plus 10 persent.

(d) 'n Werkgever wat voornemens is om werknemers op skofwerk in diens te neem, moet die Raad vooruit skriftelik van sy voorneme in kennis stel en moet die ure noem waarin elke skof gewerk moet word.

(3) Van geen werknemer moet vereis word en geen werknemer moet toegelaat word om onafgebroke langer as 5 uur sonder 'n ononderbroke pouse van minstens een uur te werk nie. Vir die toepassing van hierdie klousule moet werktye wat onderbreek word deur pouses van minder as een uur, as ononderbroke beskou word.

(4) Van geen werknemer moet vereis word en geen werknemer moet toegelaat word om werk in die Bounywerheid te verrig nie, hetsy vir besoldiging of nie, en geen werknemer moet die werk, behalwe op noodsaaklike dienste of op werk vir homself bedoel, op 'n Saterdag of 'n Sondag of op Goeie Vrydag, Paasmaandag, Gelofte-dag of Kersdag verrig nie; met dien verstande dat werknemers van elektrotegniese aannemers deur hulle werkgevers verplig of toegelaat kan word om op Saterdae te werk.

10. OORTYD.

(1) 'n Werkgever kan, sonder kennisgewing aan die Raad, elke werknemer toelaat om 10 uur oortyd per week te werk.

'n Werkgever moet nie van 'n werknemer vereis of hom toelaat om meer as 10 uur oortyd per werkweek te werk nie, uitgesonderd—

- (a) in gevalle van noodwerk;
- (b) op noodsaaklike dienste; en
- (c) waar die vereistes van die bepaalde geval dit noodsaaklik maak dat die werk vinniger uitgevoer moet word as wat moontlik sou wees as die ure gewerk word soos voorgeskryf, of soos voorgeskryf kan word, kragtens klousule 9 van hierdie Ooreenkoms. Die Raad moet binne een dag in kennis gestel word van die oortyd wat ingevolge

vided that no employee for whom hours of work are prescribed in clause 9 (1) (a) shall be required to work for longer than 53½ hours, inclusive of overtime, no employee for whom hours of work are prescribed in clause 9 (1) (b) shall be required to work for longer than 50 hours inclusive of overtime, and no employee for whom hours of work are prescribed in clause 9 (1) (c) shall be required to work for longer than 54 hours, inclusive of overtime, during any one working week, without the Council's permission.

11. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions contained in sub-clause (3), an employee desirous of terminating his employment with an employer, and any employer desirous of terminating the services of an employee, shall give at least one day's notice of such termination of employment to the employer or employee as the case may be; provided that notice shall in each case be given so that employment will terminate not later than the finishing time prescribed in or as may be laid down in accordance with clause 9 of this Agreement.

(2) An employee engaged as a carpenter, electrician or joiner shall, during the period of notice referred to in sub-clause (1), be allowed two hours 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.

12. STORAGE AND PROVISION OF TOOLS, ETC.

(1) A suitable place for locking up tools shall be provided by the employer on all jobs. All employees' tools in workshops and on jobs shall be insured by the employer against loss by fire, the maximum liability to be £10 in respect of each employee.

(2) Employers shall supply grindstones for sharpening tools on the job.

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

(a) *Asphalters*.—Rollers, brushes and straight edges.

(b) *Carpenters*.—All cramps, handscrews, glue brushes, wrenches, crowbars, augers and bits over 12 inches long, and all hammers over 3 lbs.

(c) *Masons and Stonecutters*.

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

(ii) an employee to sharpen all tools.

(d) *Painters and Paper Hangers*.—All tools except putty knives, dusters and paperhangers' brushes and scissors.

(e) *Plasterers*.—Dagga boards and stands of suitable height, rollers, straight edges and special granolithic tools.

(f) *Plumbers*.

(i) Machines used in shops or on jobs;

(ii) stake and riveting bars and drills of all sizes;

(iii) screwing tackle, such as stocks, dies, taps and rat-chets;

(iv) pipe cutting tools and vices;

(v) special and heavy caulking irons and fire-pots;

(vi) metal pots and large ladles;

(vii) chisels, punches and wall pins over 9 inches in length;

(viii) soldering irons;

(ix) files and hacksaw blades;

(x) mandrills over 9 inches in diameter;

(xi) rivets sets from No. 12 rivet and over, and grooving tools;

(xii) sheet metal workers' mallets and heavy dressers;

(xiii) punches over ¼ inch in diameter, hollow or solid;

(xiv) wrenches and tongs over 12 inches in length;

(xv) copper springs and expanders 1¼ inch, 1½ inch and 2 inch.

(g) *Electricians*.—Large files, draw-vices, large chisels, saw blades and screw-cutting tools.

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

Employers and employees shall observe the following rules:—

(1) *Plasterer's Modelling Shops*.—The filling of moulds shall be carried out under the adequate supervision of journeymen.

(2) *Concrete Work*.—Every employer shall employ a journeyman continuously whilst concrete is being placed *in situ* and it shall be the sole duty of this journeyman to supervise other persons doing this class of work.

(3) (a) *Stone Work*.

(i) An employer shall not employ any person other than a journeyman as an operator of a stoneturning and placing machine or of a diamond and carborundum sawing machine.

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

(b) An employer shall not permit masons' bankers to be less than 6 feet apart or dust to be blown off with exhaust or other air during working hours.

hierdie subklousule verrig word; met dien verstande dat daar van geen werknemer wie se werkure in klousule 8 (1) (a) voorgeskrif is, vereis moet word om langer as 53½ uur, met inbegrip van oortyd, te werk nie; en van geen werknemer wie se werkure in klousule 9 (1) (b) voorgeskrif is, om meer as 50 uur, met inbegrip van oortyd, te werk nie, en van geen werknemer wie se werkure in klousule 9 (1) (c) voorgeskrif is, vereis moet word om meer as 54 uur, met inbegrip van oortyd, gedurende enige werkweek sonder verlof van die Raad te werk nie.

11. DIENSBEÏNDIGING.

(1) Behoudens die bepalings van subklousule (3) moet 'n werknemer wat sy dienskontrak met 'n werkgever wil beëindig en 'n werkgever wat die dienskontrak met 'n werknemer wil beëindig, minstens een dag kennis van beëindiging van die kontrak aan die werkgever of, na gelang van die geval, aan die werknemer gee; met dien verstande dat kennis in elke geval gegee moet word sodat diens op of voor uitskeityd, voorgeskrif in, of soos dit ooreenkomstig klousule 9 van hierdie Ooreenkoms bepaal kan word, sal eindig.

(2) 'n Werknemer wat as 'n timmerman, elektrisiën of skryner-werker in diens is, moet gedurende die termyn van kennisgewing wat in subklousule (1) genoem word, twee uur toegestaan word om sy gereedskap in orde te bring.

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

12. BEREPEK VIR EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkgever moet op alle werke 'n geskikte plek vir die toesluit van gereedskap verskaf. Alle werknemers se gereedskap in werkplekke moet deur die werkgever teen verlies deur brand verseker word. Die maksimum aanspreeklikheid moet £10 ten opsigte van elke werknemer wees.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap verskaf.

(3) Werkgewers moet die volgende verskaf: In die geval van:—

(a) *Asfaltwerkers*.—Rollers, kwaste en reihoute.

(b) *Timmermans*.—Alle klemme, handskroewe, lymkwaste, skroefslutels, koevoete, bore en boorysters oor 12 duim in lengte en alle hamers oor 3 pond.

(c) *Klipmesselaars en kliphouers*.—

(i) Geskikte afdakke vir kliphouers met 'n dak wat minstens 10 voet hoog is. (Hierdie bepaling is nie op klein werkes op bouterreine van toepassing nie.);

(ii) 'n werknemer om alle gereedskap skerp te maak.

(d) *Skilders en plakkers*.—Alle gereedskap, uitgesonderd skilderstopverfmesse, stoffers en plakkerskwaste en -skêre.

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

(f) *Loodgieters*.—

(i) Masjiene wat in werkwinkel of op 'n werk gebruik word;

(ii) bankaambeelde en klinkstawe en boorysters van alle groottes;

(iii) skroefsnijgereedskap, soos stokke, snyblokke, tappe en palratte;

(iv) pypsnijgereedskap en skroewe;

(v) spesiale en swaar kalfaatysters en vuurpotte;

(vi) metaalpotte en groot gietlepel;

(vii) beitels, deurslae en muurpenne langer as 9 duim;

(viii) soldeerboute;

(ix) vyle en ystersaaglemme;

(x) spille van meer as 9 duim in deursny;

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

(xii) hamers en plethamers vir metaalplaatwerkers;

(xiii) deurslae van meer as ¼ duim in deursny, hol of solied;

(xiv) skroefslutels en tange van langer as 12 duim;

(xv) kopervere en uitsetters, 1¼ duim en 1½ duim en 2 duim.

(g) *Elektrisiëns*.—Groot vyle, spanskroewe, groot beitels, saaglemme en skroefsnijgereedskap.

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

Werkgewers en werknemers moet die volgende reëls nakom:—

(1) *Pleistersaars se modelleerwerkwinkel*.—Die volmaak van vorms moet onder die doeltreffende toesig van 'n vakman gedoen word.

(2) *Betonwerk*.—Elke werkgever moet 'n vakman in diens hê wat voortdurend in diens moet wees terwyl beton *in situ* gestort word en dit is dié vakman se enigste plig om toesig te hou oor ander persone wat hierdie werk verrig.

(3) (a) *Klipwerk*.

(i) 'n Werkgever mag niemand anders as 'n vakman as bediener van 'n klipdraai- en skaafmasjiën of van 'n diamant- en karborundsaagmasjiën in diens hê nie.

(ii) 'n Werkgever mag niemand anders as 'n opgeleide klipmesselaar in diens hê vir werk wat gewoonlik deur klipmesselaars gedoen word nie.

(b) *Klipmesselaarsstellasies* moet minstens 6 voet van mekaar staan en gedurende werkure mag geen stof met uitlaat- of ander lug weggeblaas word nie.

(c) An employer shall not utilise in the erection of buildings or structure within the area to which this Agreement relates, stone which has been dressed in any area in the Union of South Africa in which a lower minimum scale of wages is in operation for such stone dressing.

(d) All squared stone must be worked in the employers' yard on the job, but may be reduced in size at quarry by the use of a small hammer only. When the employers' yard is situated at the quarry it must be a reasonable safe distance from the working face of the quarry.

(4) *Scaffolding*.—An employer shall ensure that a scaffold shall be provided for workmen for all work that cannot safely be done from a ladder or by other means, and that all scaffolding is properly constructed of suitable and sound material, that it is erected under the supervision of a journeyman to whom the employer shall pay not less than the rate of pay and allowances laid down in clause 4 (1) (a) (iii) of this Agreement:—

(a) *Maintenance and Alteration of Scaffolds*.—An employer shall ensure that all scaffolding shall be maintained in a good and safe condition, and shall not be taken down or substantially altered except under the direction of a journeyman to whom the employer shall pay not less than the rate of pay and allowances as laid down in Clause 4 (1) (a) (iii) of this Agreement.

(b) *Quality of Materials*.—All scaffolds and appliances connected therewith and all ladders shall be of sound material and be of adequate strength having regard to the loads and strains to which they will be subjected and shall at least conform to the following requirements:—

- (i) The wooden parts used for scaffolds, gangways, runs and ladders shall be of good quality, shall have long fibres, shall be in good condition and shall not be painted or treated in a manner likely to hide defects.
- (ii) Timber used for scaffolds shall have the bark completely stripped off.
- (iii) Where necessary, boards and planks used for scaffolds shall be protected against splitting.
- (iv) Metal parts of scaffolds shall have no cracks and shall be free from any corrosion or other defects likely to affect their strength.
- (v) Cast-iron nails shall not be used.

(c) *Inspection and Storage of Materials*.

- (i) Scaffold parts, including scaffolding machines and ropes and cables, shall be examined by a responsible person to whom the employer shall pay not less than the rate of pay and allowances laid down in clause 4 (1) (a) (iii) of this Agreement, on each occasion before erection and shall not be used on any occasion unless in every respect they possess the qualities required for their purpose.
- (ii) Any rope that has been in contact with acids or other corrosive substances or is defective shall not be used.
- (iii) Unsuitable scaffolding material shall be discarded and not stacked with materials used for scaffolding.

(d) *Supply and use of Material and Maintenance of Scaffolds*.

- (i) Sufficient materials shall be provided for and shall be used in the construction of scaffolds.
- (ii) (aa) Every scaffold shall be maintained in good and proper condition and every part shall be kept fixed or secured so that no part can be displaced in consequence of normal use.
- (bb) No scaffold shall be partly dismantled and left so that it is capable of being used unless it continues to comply with these regulations.

(e) *Pole and Gabbard Scaffolds*.

- (i) Pole standards and the legs of gabbard scaffolds shall be—
 - (aa) vertical or slightly inclined towards the building; and
 - (bb) fixed sufficiently close together to secure the stability of the scaffolds.
- (ii) The stability of pole standards shall be secured—
 - (aa) by letting the pole the necessary distance into the ground according to the nature of the soil; or
 - (bb) by placing the pole on a suitable plank, adequate sole plate, or in a drum in such manner as to prevent slipping; or
 - (cc) in any other sufficient way.
- (iii) When two scaffolds meet at the corner of a building a pole standard shall be placed at the corner on the outside of the scaffolds.

(c) 'n Werkgewer mag nie klip by die oprigting van geboue of bouwerke binne die gebied waarop hierdie Ooreenkoms van toepassing is, gebruik wat bewerk is in 'n gebied in die Unie van Suid-Afrika waarin 'n laer minimum loonskaal in werking vir dié soort klipbewerking is nie.

(d) Alle gevierkante klip moet op die werkgewer se werf of op die werk afgewerk word, maar kan by steengroewe alleen met behulp van 'n spijthamer kleiner gemaak word. As die werkgewer se werk by die steengroewe is, moet dit op redelike veilige afstand van die groewe se werkfront geleë wees.

(4) *Steierwerk*.—'n Werkgewer moet daarvoor sorg dat steiers vir werknemers opgerig word vir alle werk wat nie veilig van 'n leer af of op 'n ander manier gedoen kan word nie, dat alle steiers uit geskikte, sterk materiaal deeglik opgerig word en dat dit onder toesig geskied van 'n vakman wat deur die werkgewer minstens teen die skaal en toelae wat in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms neergelê is, besoldig moet word:—

(a) *Onderhoud en verandering van Steiers*.—'n Werkgewer moet daarvoor sorg dat alle steiers in 'n goeie en veilige toestand onderhou word en nie afgebreek of aansienlik verander word nie, tensy onder toesig van 'n vakman wat deur die werkgewer minstens volgens die loonskaal en toelae wat in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms neergelê is, besoldig moet word.

(b) *Gehalte van materiaal*.—Alle steiers en toestelle wat in verband daarmee gebruik word, en alle lere moet van sterk materiaal gemaak wees en sterk genoeg om die laste en spanning waaraan dit onderwerp word, te dra, en moet minstens aan die volgende vereistes voldoen:—

- (i) Die houtdele wat vir steiers, loopgange, loopplanke en lere gebruik word, moet van goeie gehalte wees, moet lang vesels hê, in goeie toestand wees, en moet nie geveer of op enige wyse behandel wees om defekte te verberg nie.
- (ii) Hout wat vir steiers gebruik word, moet heeltemaal sender bas wees.
- (iii) Waar nodig, moet maatreëls getref word dat houte en planke, wat vir steiers gebruik word, nie bars nie.
- (iv) Metaaldele van steiers mag geen barste hê nie, moet heeltemal vry van roes wees en moet geen ander defek hê wat moontlik die sterkte daarvan kan beïnvloed nie.
- (v) Spykers van potyster gemaak, mag nie gebruik word nie.

(c) *Inspeksie en opberging van materiaal*.

- (i) Steierdele, met inbegrip van steiermasjiene, toue en kabele, moet elke maal voordat dit opgerig word, geïnspekteer word deur 'n verantwoordelike persoon, wat deur die werkgewer minstens volgens die loonskaal en toelae wat in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms neergelê word, besoldig moet word, en mag onder geen omstandighede gebruik word as dit nie in alle opsigte van die gehalte is wat vir hierdie doeleindes vereis word nie.
- (ii) Geen tou, wat in aanraking met suur of ander vretende stowwe was, of wat defektief is, mag gebruik word nie.
- (iii) Ongeskikte steiermateriaal moet weggegooi word en mag nie by ander materiaal wat vir steierwerk gebruik word, opgestapel word nie.

(d) *Verskaffing en gebruik van materiaal en die onderhoud van steierwerk*.

- (i) Genoeg materiaal moet verskaf en gebruik word vir die oprigting van steiers.
- (ii) (aa) Elke steier moet in goeie en deeglike orde gehou word en elke deel daarvan moet vas en heg gehou word, sodat geen deel as gevolg van normale gebruik uit sy plek kan raak nie.
- (bb) Geen steier mag ten dele afgetakel en in so 'n toestand gelaat word dat dit nog gebruik kan word nie, tensy dit nog aan hierdie regulasies voldoen.

(e) *Paal- en gabbart- (gesaagde hout) steier*.

- (i) Paalstaanders en die pote van gabbartsteiers moet—
 - (aa) regop staan of effens na die gebou se kant toe oorleun; en moet
 - (bb) naby genoeg bevestig wees om die stewigheid van die steiers te verseker.
- (ii) Die stewigheid van die paalstaanders moet verseker word—
 - (aa) deur die paal die vereiste diepte in die grond in te plant, volgens die geaardheid van die grond; of
 - (bb) deur die paal op 'n geskikte plank, doeltreffende stukplaat of op 'n drom op so 'n wyse te stel dat dit nie kan gly nie; of
 - (cc) op enige ander doeltreffende wyse.
- (iii) Waar twee steiers op die hoek van 'n gebou bymekaar kom, moet 'n paalstaander op die hoek aan die buitekant van die steierwerk gesit word.

- (iv) (aa) Ledgers shall be practically level and securely fastened to the uprights by bolts, dogs, ropes or other efficient means.
- (bb) The ends of two consecutive ledgers at the same level shall be securely joined together at an upright except when special devices are used which ensure equivalent strength.
- (v) (aa) Putlogs shall be straight and securely fastened to the ledgers.
- (bb) If ledgers are not used the putlogs shall be fastened to the uprights and supported by securely fastened cleats.
- (cc) Putlogs which have one end supported by a wall shall have at that end a plane supporting surface at least four inches deep.
- (dd) The dimensions of the putlogs shall be appropriate to the load to be borne by them and the distance between two consecutive putlogs on which a platform rests shall be fixed with due regard to the anticipated load and the nature of the platform flooring.
- (ee) The distance between two consecutive putlogs shall not exceed 5 feet with planks not less than 1½ inches thick.
- (ff) The requirements of paragraph (v) (ee) of this regulation shall not apply in the case of platforms used for carrying light building materials only, but in the case of such platforms, the distance between the putlogs shall not exceed 6 feet 6 inches.
- (vi) No plank used for a platform shall be less than 1½ inches thick.

(f) *Ladder Scaffolds.*

- (i) Ladder scaffolds shall be used for light work requiring little material (renovation, painting and the like).
- (ii) The ladders serving as the uprights of ladder scaffolds—
 - (aa) shall be of adequate strength; and
 - (bb) shall either—
 - (1) be let into the ground to the necessary depth according to the nature of the soil; or
 - (2) be placed on sole plates or boards so that the two uprights of each ladder rest evenly on the base, and shall be fastened at the feet in such a manner as to prevent them from slipping.
- (iii) If a ladder is used to extend another, the two shall overlap at least 5 feet and shall be securely fastened together.

(g) *Stability of Pole, Gabbard and Ladder Scaffolds.*

- (i) Every scaffold shall be sufficiently and properly braced.
- (ii) Every scaffold shall, unless it is an independent scaffold, be rigidly connected with the building at suitable vertical and horizontal distances.
- (iii) If the scaffold is an independent scaffold, at least one third of the putlogs shall remain in position until the scaffold is finally dismantled and remain securely fastened to the ledgers or the uprights as the case may be.
- (iv) All the structures and appliances used as supports for working platforms shall be of sound construction, having a firm footing and be suitably struted and braced to make them stable.
- (v) Loose bricks, drain pipes, chimney pots or other unsuitable material shall not be used for the construction or support of scaffolds.

(h) *Transport and Storage of Materials on Scaffolds—Distribution of the Load.*

- (i) In transferring heavy loads on or to a scaffold no sudden shock shall be transmitted to the scaffold.
- (ii) The load on the scaffold shall be evenly distributed as far as is practicable and in any case shall be so distributed as to avoid any dangerous disturbance of the equilibrium.
- (iii) During the use of the scaffold care shall constantly be taken that it is not overloaded and that materials are not unnecessarily kept upon it.

(i) *Gangways, Runs and Stairs.*

- (i) Every gangway or run any part of which is more than 6 feet 6 inches above the ground or floor shall be—
 - (aa) closely boarded or planked; and
 - (bb) at least 1 foot 9 inches wide.
- (ii) The maximum slope of any gangway or run shall be 1 foot 6 inches per 3 feet.
- (iii) Where the gangway or run is used for the passage of materials there shall be maintained a clear passage way which—
 - (aa) is adequate in width for transport of materials without the removal of the guard-rails and toe-boards; and
 - (bb) is in any case of a width not less than 2 feet.

- (iv) (aa) Steierbalke moet min of meer waterpas loop en moet met bout, kloue, toue of ander doeltreffende middels stewig aan die staanders vasgeheg word.
- (bb) Die ente van twee steierbalke wat op mekaar volg en op dieselfde hoogte is, moet stewig aan mekaar geheg word by 'n staander, behalwe waar spesiale toestelle gebruik word waardeur dieselfde stewigheid verseker word.
- (v) (aa) Kortelings moet reguit wees en moet stewig aan die steierbalke vasgeheg word.
- (bb) As steierbalke nie gebruik word nie, moet die kortelings aan die regop staanders vasgeheg word en moet deur stewig vasgehegte klampe gestut word.
- (cc) Kortelings, wat aan die een punt deur die muur gestut word, moet aan daardie ent 'n plat steunvlak van minstens 4 duim diep hê.
- (dd) Die afmetings van die kortelings moet na verhouding wees tot die gewig wat hulle moet dra, en die afstand tussen twee opeenvolgende kortelings waarop 'n platform rus, moet bepaal word met die oog op die verwagte las en die aard van die platform se vloer.
- (ee) Die afstand tussen opeenvolgende kortelings mag nie meer as 5 voet wees nie, en die planke nie minder as 1½ duim dik nie.
- (ff) Die vereistes van paragraaf (v) (ee) van hierdie regulasie is nie van toepassing op platforms wat slegs vir ligte boumateriaal gebruik word nie, maar in die geval van sulke platforms mag die afstand tussen die kortelings nie meer as 6 voet 6 duim wees nie.
- (vi) Geen plank wat vir 'n platform gebruik word, mag minder as 1½ duim dik wees nie.

(f) *Leersteiers.*

- (i) Leersteiers moet gebruik word vir ligte werk wat min materiaal nodig het (opknapping, skilderwerk, en dergelike).
- (ii) Die lere wat as staanders van die leersteiers dien, moet—
 - (aa) sterk genoeg wees; en
 - (bb) of—
 - (1) na gelang van die aard van die grond, diep genoeg ingeplant word; of
 - (2) op stutplate of -planke geplaas word sodat die twee staanders van elke leer eweredig op die voetstuk rus en moet aan die onderente op sodanige wyse vasgemaak word dat hulle nie kan gly nie.
- (iii) As 'n leer gebruik word om 'n ander te verleng, moet die twee minstens 5 voet oormekaar slaan en stewig aanmekaar vasgeheg word.

(g) *Stewigheid van paal-, gabbard- en leersteiers.*

- (i) Elke steier moet so stewig moontlik vasgemaak word.
- (ii) Elke steier moet—tensy dit 'n onafhanklike steier is—stewig met die gebou op geskikte vertikale en horisontale afstande verbind wees.
- (iii) As die steier 'n onafhanklike steier is, moet minstens een derde van die kortelings op dieselfde plek bly totdat die steier finaal afgetakel is, en dit moet aan die steierbalke of die staander, na gelang van die geval, stewig vasgeheg bly.
- (iv) Al die strukture en toestelle wat as stutte vir die werkplatforms gebruik word, moet deeglik gemaak wees, moet goeie vastrapplek bied en behoorlik gestut en vasgeheg wees om dit stabiel te maak.
- (v) Los bakstene, rioolpype, skoorsteenpote of ander ongeskikte materiaal mag nie vir die konstruksie of as stutte vir steiers gebruik word nie.

(h) *Vervoer en bewaring van materiaal op steiers—verspreiding van die las.*

- (i) Met die vervoer van swaar vrugte op of na 'n steier mag die steier nie skielik 'n harde stamp kry nie.
- (ii) Die las op die steier moet vir sover moontlik egaal versprei word en in elk geval moet dit op so 'n wyse verdeel word dat dit enige gevaarlike versteuring van die ewewig uitskakel.
- (iii) Gedurende die gebruik van 'n steier moet daar gedurig sorg gedra word dat dit nie oorlaai word en dat materiaal nie onnodig daarop gehou word nie.

(i) *Loopgange, loopplanke en trappe.*

- (i) Elke loopgang of loopplank waarvan enige deel meer as 6 voet 6 duim bokant die grond of vloer is, moet—
 - (aa) dig met planke beklee wees; en
 - (bb) minstens 1 voet 9 duim wyd wees.
- (ii) Die maksimum skuinste van enige loopgang of loopplank moet 1 voet 6 duim per 3 voet wees.
- (iii) Indien die loopgang of loopplank vir die deurvoer van materiaal gebruik word, moet 'n gang oop gehou word wat—
 - (aa) breed genoeg vir die vervoer van materiaal is, sonder die verwydering van die veiligheidsrelings en kantplanke; en
 - (bb) in elke geval minstens 2 voet breed is.

- (iv) All planks forming a gangway or run shall be so fixed and supported as to prevent undue or unequal sagging.
- (v) When the slope renders additional foothold necessary and in every case where the slope is more than 10 inches per yard, there shall be proper stepping laths which shall—
 - (aa) be placed at suitable intervals; and
 - (bb) be the full width of the gangway, except that they may be interrupted over a breadth of 4 inches to facilitate the movement of barrows.
- (vi) Stairs shall be provided with guard rails throughout their length.
- (vii) Gangways, runs and stairs from which a person is liable to fall as distance exceeding 6 feet 6 inches shall be provided—
 - (aa) with a suitable guard-rail or guard-rails, having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the gangway, run or stair, and so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches; and
 - (bb) with toe-boards which are of sufficient height to prevent the fall of material and tools from the gangway, run or stair and in no case less than 6 inches high, and are as close as possible to the gangway, run or stair.

(j) General provisions concerning Platforms, Gangways, Runs and Stairs.

- (i) Every platform, gangway, run or stairway, shall be kept free from any unnecessary obstruction, rubbish, etc.
- (ii) Precautions shall be taken to prevent any platform, gangway, run or stairway from becoming slippery.
- (iii) No part of a working platform, gangway or run shall be supported by loose bricks, drain pipes, chimney pots or other loose or unsuitable material.
- (iv) No working platform, gangway or run shall be supported by an eaves gutter, a balcony or its coping, a lightning conductor or other unsuitable parts of a building.
- (v) No working platform, gangway or run shall be used for working upon until its construction is completed according to these regulations and the prescribed safeguards properly fixed.

(k) Trestle Scaffolds.

- (i) There shall not be used any trestle scaffold which—
 - (aa) is of more than two tiers; or
 - (bb) exceeds a height of 10 feet from the ground or floor; or
 - (cc) is erected on a suspended scaffold.
- (ii) The width of a trestle scaffold erected on a platform shall be such as to leave sufficient unobstructed space on the platform for the transport of materials or the passage of persons.
- (iii) Trestles shall be firmly fixed so as to prevent displacement.

(l) Ladders.

- (i) Every ladder used as a means of communication shall rise at least 3 feet 3 inches above the highest point to be reached by any person using the ladder or one of the uprights shall be continued to that height to serve as a hand-rail at the top.
- (ii) Ladders shall not stand on loose bricks or other loose packing but shall have a level and firm footing.
- (iii) Every ladder—
 - (aa) shall be securely fixed so that it cannot move from its top or bottom points of rest; or
 - (bb) if it cannot be secured at the top, shall be securely fastened at the base; or
 - (cc) if fastening at the base is also impossible, shall have a man stationed at the foot to prevent slipping
- (iv) The undue sagging of ladders shall be prevented.
- (v) Ladders shall be equally and securely supported on each upright.
- (vi) Where ladders connect different floors—
 - (aa) the ladders shall be staggered;
 - (bb) a protective landing with the smallest possible opening shall be provided at each floor.
- (vii) A ladder having a missing or defective rung shall not be used.
- (viii) No ladder having any rung which depends for its support on nails, spiked or other similar fixing shall be used.

- (iv) Alle planke wat 'n loopgang of loopplank vorm, moet op so 'n wyse vasgesit of gestut word dat hulle nie te veel of ongelyk sak nie.
- (v) As dit skuinste bykomende vastrapplek noodsaaklik maak, en in elke geval waar die skuinste meer as 10 duim per jaart is, moet daar behoorlike treeplankies wees wat—
 - (aa) op geskikte afstande aangebring is; en
 - (bb) die hele wydte van die loopgang moet wees, behalwe dat dit oor 'n breedte van 4 duim onderbreek kan word om die beweging van kruiswaens te vergemaklik.
- (vi) Trappe moet veiligheidsrelings dwarsdeur hul lengte hê.
- (vii) Deurgange, loopplanke en trappe waarvan 'n persoon kan afval, moet voorsien wees van—
 - (aa) 'n geskikte veiligheidsreling of veiligheidsrelings met 'n deursnee van minstens 9 vierkantduim wat minstens 3 voet 3 duim bokant die loopgang, loopplank of trap vasgesit is, en op so 'n manier dat die vertikale opening onder enige veiligheidsreling nie 3 voet 3 duim oorskry nie; en
 - (bb) kantplanke wat hoog genoeg is om te voorkom dat materiaal en gereedschap bo van die deurgang, loopplank of trap kan aftuimel, en in geen geval minder as 6 duim hoog is nie, en so na as moontlik aan die loopgang, loopplank of trap is.

(j) Algemene bepalings betreffende platforms, loopgange, loopplanke en trappe.

- (i) Elke platform, loopgang, loopplank of trap, moet skoon gehou word, met geen onnodige versperring, vuilgoed, ens., daarop nie.
- (ii) Voorsorgmaatreëls moet getref word om te voorkom dat enige platform, loopgang, loopplank of trap glippery word.
- (iii) Geen deel van 'n werkplatform, loopgang of loopplank mag deur middel van los bakstene, rioolpype, skoorsteenpote of ander los of ongeskikte materiaal gestut word nie.
- (iv) Geen werkplatform, loopgang of loopplank mag deur 'n dakgeut, 'n balkon of sy muurvors, 'n bliksem afleier of ander ondienlike dele van 'n gebou gestut word nie.
- (v) Geen werkplatform, loopgang of loopplank mag gebruik word om op te werk totdat sy konstruksie ooreenkomstig hierdie regulasies voltooi en die voorgeskrewe veiligheidsmaatreëls behoorlik getref is nie.

(k) Boksteiers.

- (i) Geen boksteiers mag gebruik word nie wat—
 - (aa) hoër as twee verdiepings is; of
 - (bb) hoër as 10 voet bokant die grond of vloer staan; of
 - (cc) op 'n hangsteier opgerig is.
- (ii) 'n Boksteier wat op 'n platform opgerig is, moet so breed wees dat dit voldoende onbelemmerde ruimte op d.e platform vir die vervoer van materiaal of die deurgang van persone laat.
- (iii) Bokke moet stewig vasgesit word ten einde te verhoed dat hulle skuif.

(l) Lere.

- (i) Elke leer wat as 'n verbindingsmiddel gebruik word, moet minstens 3 voet 3 duim uitsteek bokant die hoogste punt wat bereik moet word deur enige persoon wat die leer gebruik, of een van die staanders moet tot dié hoogte verleng word om by die hoogste punt as 'n handreling te dien.
- (ii) Lere mag nie op los stene of ander los opvulsel staan nie; die voet moet waterpas en vas staan.
- (iii) Elke leer—
 - (aa) moet deeglik vasgemaak word sodat dit nie van sy boonste of onderste ruspunkte af weg kan beweeg nie; of
 - (bb) as dit nie by die hoogste punt vasgemaak kan word nie, moet dit heelonder stewig vasgemaak word; of
 - (cc) as dit ook onmoontlik is om dit aan die onderend vas te maak moet 'n man by die voet op wag staan om te verhoed dat dit gly.
- (iv) Daar moet gesorg word dat lere nie oormatig deurgang hang nie.
- (v) Lere moet egaal en stewig aan elke staander gestut word.
- (vi) As lere verskillende vloere verbind, moet—
 - (aa) die lere die een nie reg bo die ander staan nie; en
 - (bb) 'n beskermende platform (trapportaal) met die aller kleinste opening moontlik by elke vloer aangebring word.
- (vii) 'n Leer met 'n sport wat ontbreek of swak is, mag nie gebruik word nie.
- (viii) Geen leer met enige sport wat net met spykers of penne, of iets dergeliks, vasgesit is, mag gebruik word nie.

(i) Wooden ladders shall be constructed with—

- (aa) uprights of adequate strength, made of wood free from visible defect and having the grain of the wood running lengthwise; and
- (bb) rungs made of wood free from visible defects and mortised into the uprights, to the exclusion of any rungs fixed only by nails.

(m) Fencing of Openings.

- (i) Every opening left in a floor of a building or in a working platform for an elevator shaft or stairway, or for the hoisting of materials, or for access by workmen or for any other purpose shall be provided—
 - (aa) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the floor or platform, and so that the vertical opening below any guard-rail does not exceed 3 feet;
 - (bb) with toe-boards which are of sufficient height to prevent the fall of materials and tools from the floor or platform and in no case less than 6 inches high and are as close as possible to the floor or platform.
- (ii) Every opening in a wall which is less than 3 feet from the floor or platform shall be provided—
 - (aa) with a suitable guard-rail or guard-rails, having a cross-section of at least 9 square inches and fixed at least 3 feet 3 inches above the floor or platform; and so that the vertical opening below any guard-rail does not exceed 3 feet; and
 - (bb) when necessary, with toe-boards which are of sufficient height to prevent the fall of material and tools and in no case less than 6 inches high and are as close as possible to the floor or platform or to the lower side of the opening.
- (iii) The fencing of openings shall, except in so far as its removal is permitted by the following paragraph, remain in position until it becomes necessary to remove it in order to complete the permanent enclosure.
- (iv) The fencing of openings shall not be removed except for the time and to the extent required to allow the access of persons or the transport or shifting of materials and shall be replaced immediately after.
- (v) When work is done on or over open joisting, the joisting shall be securely boarded over or other effective measures shall be taken to prevent falls of persons.

(n) Roof Work.

- (i) No persons shall be employed on any roof on which by reason of the pitch, the nature of the surface, or the state of the weather, there is a risk of falling, unless suitable precautions are taken to prevent the fall of persons or materials.
- (ii) On glass roofs, or on asbestos roofs, or roofs covered with fragile materials, special precautions shall be taken to prevent the workers from inadvertently stepping on them and to facilitate the safe carrying out of repairs.
- (iii) (aa) When work is performed on any roof extensively, which has a pitch of over 34 (2:3) or is slippery, the following provisions whenever possible shall apply:—
 - (1) Suitable guard-rails shall be provided;
 - (2) a suitable working platform securely supported and of a width of not less than 1 foot 6 inches shall be provided; and
 - (3) suitable, sufficient and properly secured ladders, duck ladders or crawling boards shall be provided.
- (bb) Whenever it is impossible in the opinion of the Council to provide the facilities specified in subparagraph (aa)—
 - (1) safety belts with ropes enabling wearers to lash themselves to a solid structure shall be supplied to the workers and used by them; and
 - (2) if the safety rope cannot be fixed to a solid structure, a second person shall be provided to hold the rope in a secure manner.

(o) Miscellaneous Provisions.

- (i) Any part of the premises where any person at work or passing is liable to be struck by materials, tools or other articles falling more than 11 feet shall be covered in such a manner as to protect such persons, unless other effective steps are taken to prevent falls of objects from such heights.

(ix) Houtlere moet vervaardig wees met—

- (aa) staanders wat sterk genoeg is, wat gemaak is van hout wat sonder sigbare defekte is en waarvan die draad van die hout in die lengte loop; en
- (bb) sporte gemaak van hout wat sonder sigbare defekte is, en met tappe en gate in die staanders ingevoeg is, en met geen spore wat slegs met spykers vasgesit is nie.

(m) Omheining van openings.

- (i) Elke opening wat gelaat word in 'n vloer van 'n gebou of in 'n werkplatform vir 'n hyserskag of trap, of vir die ophys van materiaal, of vir toegang deur werkslui of vir enige ander doel, moet voorsien word van—
 - (aa) 'n behoorlike veiligheidsreling of -relings met 'n deursnee van minstens 9 vierkantduim, wat minstens 3 voet 3 duim bokant die vloer of platform vasgesit is, sodat die vertikale opening onder enige veiligheidsreling nie 3 voet oorskry nie;
 - (bb) kantplanke wat hoog genoeg is om te verhoed dat materiaal en gereedskap van die vloer of platform afval en in geen geval minder as 6 duim hoog is nie, en wat so naby moontlik aan die vloer of platform is.
- (ii) Elke opening in 'n muur wat minder as 3 voet van die vloer of platform is, moet voorsien word van—
 - (aa) 'n geskikte veiligheidsreling of -relings met 'n deursnee van minstens 9 vierkantduim en vasgesit minstens 3 voet 3 duim bokant die vloer of platform, sodat die vertikale opening onder enige veiligheidsreling nie 3 voet oorskry nie; en
 - (bb) indien nodig, kan kantplanke wat hoog genoeg is om te voorkom dat materiaal en gereedskap afval en in geen geval minder as 6 duim hoog is nie en so na as moontlik aan die vloer of platform of aan die onderkante van opening.
- (iii) Uitgesonderd vir sover die verwydering daarvan kragtens die volgende paragraaf toegelaat word, moet die omheining van openings op dieselfde plek bly totdat dit nodig word om dit te verwyder ten einde die opening permanent toe te maak.
- (iv) Die omheining van openings mag nie verwyder word nie, behalwe vir die tyd en in die mate wat vereis word om die toegang van persone of die vervoer of verskuiwing van materiaal toe te laat en dit moet onmiddellik daarna teruggesit word.
- (v) Wanneer werk op of oor dwarsbalke verrig word, moet die dwarsbalke stewig met planke toegespyker word of ander doeltreffende maatreëls moet getref word om te verhoed dat persone daardeur val.

(n) Dakwerk.

- (i) Niemand mag werk op enige dak waarop daar vanweë die skuinste, die aard van die oppervlakte, of die toestand van die weer, 'n gevaar van aftuimeling bestaan nie, tensy behoorlike voorsorgsmaatreëls getref word om te verhoed dat persone of materiaal daar afval.
- (ii) Op glas- of asbesdakke of dakke bedek met breekbare materiaal moet spesiale voorsorgsmaatreëls getref word, om te verhoed dat werkers onbewus daarop trap, en om die veilige uitvoering van herstelwerk te vergemaklik.
- (iii) (aa) Wanneer werk op enige dak met 'n skuinste van meer as 34 (2:3) op uitgebreide skaal gedoen word indien dit glippery is, is die volgende bepalinge vir sover moontlik van toepassing:—
 - (1) Geskikte veiligheidsrelings moet verskaf word;
 - (2) 'n geskikte werkplatform wat stewig gestut en minstens 1 voet 6 duim wyd is, moet voorsien word; en moet
 - (3) geskikte, genoegsame en behoorlike vasgehegte lere, trapplanke of kruipplanke verskaf word.
- (bb) Wanneer dit na die mening van die Raad onmoontlik is om die fasiliteite te verskaf wat in subparagraph (aa) genoem word, moet—
 - (1) veiligheidsgordels met toue wat die draers in staat stel om hulself aan 'n soliede bouwerk was te bind, aan die werker verskaf en deur hulle gebruik word; en
 - (2) indien die veiligheidstou nie aan 'n soliede bouwerk vasgemaak kan word nie, moet 'n tweede persoon beskikbaar wees om die tou stewig vas te hou.

(o) Diverse bepalinge.

- (i) Enige deel van die perseel waar enige persoon in sy werk, of terwyl hy verbyloop, in gevaar verkeer om getref te word deur materiaal, gereedskap of ander voorwerpe wat meer as 11 voet val, moet op so 'n wyse bedek wees dat dit sulke persone beskerm, tensy ander doeltreffende stappe gedoen word om te verhoed dat voorwerpe van daardie hoogtes afval.

- (ii) Scaffold materials, tools or other objects shall not be thrown down but shall be properly lowered.
- (iii) Safe means of access shall be provided to all working platforms and other working places.
- (iv) Every working place and other place to which access is required for any person and every means of approach thereto shall be efficiently lighted.
- (v) When necessary, special lighting shall be provided at all parts of scaffolds and structures where materials are hoisted.
- (vi) During all construction, repair, alteration, maintenance or demolition of buildings, all necessary precautions shall be taken to prevent the worker from coming into contact with live electric wires or equipment, including low tension wires and equipment.
- (vii) Protruding nails shall be knocked in or removed from all materials used in the construction of scaffolding or falsework.
- (viii) No materials on the site shall be so stacked or placed as to cause danger to any person.

(p) *Co-operation of Workers and Other Persons with Employer.*

- (i) Every person employed and every person in or upon the work shall co-operate with the employer in carrying out these regulations.
- (ii) Every person employed shall forthwith remedy or report to the employer or foreman any defect that he may discover in the plant or appliances, or any action by any person liable to cause an accident.
- (iii) No person shall interfere with, displace, take away, damage or destroy any of the plant or safeguards required by the foregoing regulations without the authority of the employer or his responsible foreman.
- (iv) Every person employed shall make proper use of all safeguards, safety devices or other appliances furnished for his protection and shall obey all safety instructions pertaining to his work.
- (v) Every worker shall take the necessary precautions for his own safety and for the safety of any person on the site and abstain from any action which might endanger him or other persons.
- (vi) No employed person shall go to or from his work place otherwise than by the safe means of access and egress provided.

14. WET WEATHER SHELTERS.

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

15. LATRINES.

Sanitary accommodation in accordance with municipal requirements shall be provided by all employers on all jobs for Europeans and non-Europeans separately.

16. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning at 10 o'clock and in the afternoon at 3 o'clock. Tea intervals shall last for ten minutes from these times. No employee may leave the position where he is working for tea in the morning or afternoon.

17. WORKING EMPLOYER OR PARTNER.

Any working employer or partner shall in respect of the trade at which he is working, observe the working hours prescribed in or in terms of this Agreement, except where a working partner or employer executes work necessary or calculated to permit the uninterrupted employment of his employees.

18. ADMINISTRATION OF AGREEMENT.

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

19. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council each employer shall on each pay day deduct 1s. 6d. from the earnings of each of his employees for whom wages are prescribed in clause (4) (1) (a) (iii) of this Agreement, excluding apprentices; provided 22 hours or more have been worked by the employees concerned during the week, and to the total amount so deducted the employer shall contribute 1s., and the said amounts shall be paid by the employer to the Council as prescribed in sub-clause (3) hereof.

(2) Each employer shall also on each pay day deduct an amount of 1d. from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) (i) and (ii) of this Agreement; provided that 22 hours or more have been worked by the employee concerned during the week, and to the total amount so deducted the employer shall contribute a like amount. The said amounts shall be paid by the employer to the Council as prescribed in sub-clause (3) hereof.

- (ii) Steermateriaal, gereedskap of ander voorwerpe mag nie afgegooi word nie, maar moet op 'n behoorlike manier neergelaat word.
- (iii) Alle werkplatforms en ander werkplekke moet veilige toegang hê.
- (iv) Elke werkplek en ander plek waartoe toegang aan enige persoon verleen word, en elke toegang daartoe moet deeglik verlig wees.
- (v) Indien nodig, moet alle dele van s'eiers en bouwerke waar materiaal opgehys moet word, spesiaal verlig wees.
- (vi) Gedurende alle konstruksiewerk, herstelwerk, veranderings aan en onderhoud of sloping van geboue, moet alle nodige voorsorgsmaatreëls getref word om te verhoed dat werkers in aanraking kom met lewendige elektriese drade of -toerusting, met inbegrip van laagspanningsdrade en -toerusting.
- (vii) Spykers wat uitsteek, moet ingeslaan of verwyder word uit alle materiaal in gebruik by die maak van steiers of bekisting.
- (viii) Geen materiaal op die terrein mag op so 'n wyse opgestapel of geplaas word dat dit vir enige persoon 'n bron van gevaar is nie.

(p) *Samewerking van werkers en ander persone met die werkgewers.*

- (i) Elke persoon in diens en elke persoon in of by die werk moet met die werkgewer saamwerk om hierdie regulasies uit te voer.
- (ii) Enigiemand in diens moet onmiddellik enige defek wat hy in die installasie of toestelle mag ontdek, herstel of dit of enige optrede deur 'n persoon wat 'n ongeluk kan veroorsaak, by die werkgewer of voorman aanmeld.
- (iii) Niemand mag hom met enigiemand van die installasies of veiligheidsstelle wat kragtens voornoemde regulasies vere's word, sonder magtiging van die werkgewer of sy verantwoordelike voorman bemoei, d.i. verplaas, wegneem, beskadig of vernietig nie.
- (iv) Elke persoon in diens moet behoorlike gebruik maak van alle veiligheidsreling, veiligheidsmiddels of ander toestelle wat vir sy beskerming verskaf word en moet alle veiligheidsvoorskrifte aangaande sy werk gehoorsaam.
- (v) Elke werker moet die nodige voorsorgsmaatreëls vir sy eie veiligheid en vir die veiligheid van enige persoon op die terrein tref en afsien van enige daad wat hom of ander persone aan gevaar kan blootstel.
- (vi) Geen persoon in diens mag na of van 'n werkplek gaan op 'n ander manier as deur middel van die veilige toegang en uitgang wat verskaf word nie.

14. BESKUTTING TEEN NAT WEER.

Op elke terrein waar bouwerksaamhede verrig word, moet werkgewers voorsiening maak vir behoorlike beskutting waar die werknemers tydens nat weer kan skuil.

15. LATRINES.

Behoorlike afsonderlike saniteitsgeriewe vir blankes en nie-blankes ooreenkomstig munisipale vereistes, moet op alle werkplekke verskaf word.

16. VERVERSINGS.

Elke werkgewer moet 'n persoon verskaf wat tee in die more om 10-uur en die namiddag om 3-uur vir sy werknemers kan maak. Teepouses moet 10 minute lank vanaf hierdie tye duur. Geen werknemer mag die plek waar hy aan die werk is, vir more- of namiddagte verlaat nie.

17. WERKENDE WERKGEWER OF VENNOOT.

Enige werkgewer of vennoot moet ten opsigte van die ambag wat hy beoefen, die werkure nakom wat voorgeskryf word in of kragtens hierdie Ooreenkoms, uitgesonderd wanneer 'n werkende werkgewer of vennoot werk uitvoer wat noodsaaklik beskou word om die onbelemmerde diens van werknemers toe te laat.

18. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van die Ooreenkoms verantwoordelik is en kan vir die leiding van werkgewers en werknemers meningsuitsprake uitvaardig wat nie met die bepalinge daarvan strydig is nie.

19. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te besty, moet elke werkgewer wekeliks 1s. 6d. aftrek van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie lone voorgeskryf is in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms; met dien verstande dat 22 uur of meer gedurende die week deur die betrokke werknemers gewerk is, en by die bedrag aldus afgetrek, moet die werkgewer 1s. bydra, en genoemde bedrae moet deur die werkgewer aan die Raad betaal word, soos by subklousule (3) hiervan voorgeskryf.

(2) Elke werkgewer moet ook op elke betaaldag 'n bedrag van 1d. aftrek van die verdienste van elkeen van sy werknemers vir wie lone by klousule 4 (1) (a) (i) en (ii) van hierdie Ooreenkoms voorgeskryf word, met dien verstande dat 22 uur of meer deur die betrokke werknemer gedurende die week gewerk is, en by die totale bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg. Die genoemde bedrae moet deur die werkgewer aan die Raad betaal word, soos by klousule (3) hiervan voorgeskryf.

(3) All amounts payable in accordance with the provisions of sub-clauses (1) and (2) of this clause shall, together with a statement showing the number of employees employed in 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. In the event of no employees referred to in sub-clauses (1) and (2) having been employed, the employer shall forward to the Secretary of the Council a notification to that effect on or before the seventh day of each month.

20. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of this Agreement.

(2) The Council shall fix the conditions under, and the period for which any exemption shall operate.

(3) A licence of exemption signed by the Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in the area other than that 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 or employee shall observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if such terms were embodied in this Agreement.

21. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry shall, if he has not already done so in terms of any previous Agreement, within 14 days of date on which this Agreement comes into operation forward to the Secretary of the Council the following particulars:—

(i) His full name.

(ii) Business address.

(iii) The trades or trade which he is carrying on in the Industry.

(b) The particulars required under paragraph (a) of this sub-clause shall also be furnished by all employers entering the Building Industry after the date on which this Agreement comes into operation within 14 days of commencing operations.

(c) Where the employer is a partnership, information in accordance with paragraph (a) of this sub-clause shall be furnished in respect of each partner. The title under which the partnership is operating shall also be furnished. Any change in or cessation of the partnership shall be notified to the Secretary of the Council.

(d) Any change in the particulars which are required to be furnished in terms of this clause shall be communicated to the Council in writing by the persons concerned within 14 days of such change.

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

22. NOTICE BOARDS.

Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them for any period exceeding three consecutive days, display in a conspicuous place accessible to the public, a notice board of size not less than 2 feet by 1½ feet, or a notice board approved by the Council, showing the name and business address of such employer or partnership.

23. TIME AND WAGE RECORDS.

The employer shall keep such time and wage records as are prescribed by regulation under the Act.

24. AGENTS.

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

(a) enter any premises or place in which the Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons as he thinks fit in regard to matters relating to this Agreement, any person whom he finds in or about the premises or place and require such person to answer the questions put;

(c) require the production of and inspect, examine or copy such books, or time-sheets, records and documents, as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

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

(3) Every person upon whom the provisions of this Agreement are binding shall allow the Agent all the facilities above mentioned.

25. EXHIBITION OF AGREEMENT.

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

(3) Alle bedrae wat ooreenkomstig die bepalinge van sub-klausules (1) en (2) van hierdie klousule betaal moet word, moet saam met 'n opgaaft wat die getal werknemers in diens en hul ambagte aantoon, uiterlik die sewende dag van elke maand ten opsigte van die verskuldigde bedrae vir die vorige maand aan die Sekretaris van die Raad gestuur word. Ingeval geen werknemers soos dié wat in subklousule (1) en (2) genoem word, in diens was nie, moet die werkgewer die Sekretaris van die Raad 'n skrywe dienaangaande op of voor die sewende dag van elke maand stuur.

20. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enige bepaling van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaardes vasstel waarop en die tyd waarop 'n vrystelling van krag sal wees.

(3) 'n Vrystellingsertifikaat wat deur die Sekretaris van die Raad onderteken is, moet aan elke vrygestelde persoon uitgereik word. 'n Vrystellingsertifikaat is net geldig vir die gebied waarvoor dit uitgereik is.

(4) 'n Vrystellingsertifikaat kan te eniger tyd gedurende die termyn waarvoor dit verleen is, deur die Raad gewysig of herroep word.

(5) 'n Werkgewer of werknemer moet die bepalinge van 'n vrystellingsertifikaat nakom asof sodanige bepalinge in hierdie Ooreenkoms beliggaam is.

21. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer in die nywerheid moet, as hy dit nog nie ingevolge die bepalinge van 'n vorige Ooreenkoms gedoen het nie, ondergenoemde besonderhede binne 14 dae van die datum waarop hierdie Ooreenkoms in werking tree, aan die Sekretaris van die Raad stuur:—

(i) Naam voluit.

(ii) Besigheidsadres.

(iii) Die ambag of ambagte wat hy in die nywerheid beoefen.

(b) Die besonderhede vereis ingevolge paragraaf (a) van hierdie subklousule, moet ook binne 14 dae nadat hulle met werksaamhede begin, deur alle werkgewers verskaf word wat tot die bounywerheid na die datum van die inwerkingtreding van hierdie Ooreenkoms toetree.

(c) As die werkgewer 'n vennootskap is, moet inligting ooreenkomstig paragraaf (a) van hierdie subklousule ten opsigte van elke vennoot verskaf word. Die titel waaronder die vennootskap optree, moet ook verskaf word. Veranderinge van of beëindiging van die vennootskap moet aan die Sekretaris van die Raad meegedeel word.

(d) Enige verandering van die besonderhede wat ingevolge hierdie klousule nodig is, moet skriftelik binne 14 dae van sodanige verandering aan die Raad meegedeel word.

(2) Die Sekretaris van die Raad moet 'n register byhou van alle werkgewers en vennootskappe genoem in klousule (1) hiervan.

22. KENNISGEWINGBORDE.

Elke werkgewer en alle werkgewers wat in vennootskap werk, moet oral waar bouwerksaamhede deur hom of hulle uitgevoer word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord, minstens 2 voet by 1½ voet, of een deur die Raad goedgekeur, oprig, wat die naam en besigheidsadres van die werkgewer of vennootskap vermeld.

23. TYD- EN LOONREGISTERS.

Die werkgewer moet die tyd- en loonregisters byhou wat by regulasie kragtens die Wet voorgeskryf word.

24. AGENTE.

(1) Die Raad moet een of meer persone aanstel om te help by die toepassing van die bepalinge van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) persele of plekke op enige tyd binne te gaan waar die nywerheid uitgeoefen word, as hy 'n redelike vermoede het dat 'n persoon daarin in diens is;

(b) enige persoon wat hy in of by die perseel of plek aantref, mondeling te ondervra, of alleen of in teenwoordigheid van enige ander persoon soos hy dit goedgevind, ten opsigte van sake betreffende hierdie Ooreenkoms, en van die persoon vereis om die gestelde vrae te beantwoord;

(c) boekê, tydstate, registers en dokumente wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, op te eis en dit na te gaan en te inspekteer of afskrifte daarvan te maak.

(2) Wanneer die agent 'n perseel of plek binnegaan of inspeksie doen, mag hy 'n tolk saamneem.

(3) Elke persoon vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet die agent al die bogenoemde geriewe toestaan.

25. VERTONING VAN OOREENKOMS.

'n Werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in elke werkwinkel of werf waar hy besigheid dryf, op 'n opvallende plek vertoon wat maklik vir al sy werknemers toeganklik is, en in 'n vorm wat by regulasie kragtens die Wet voorgeskryf word.

26. EMPLOYMENT OF MINORS.

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

27. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Unless the consent of the Council has first been obtained in writing in terms of clause 20, no work shall be performed in the Industry during the period from the close of work on the 22nd December until the beginning of work on 12th January, nor on Good Friday, Easter Monday, and the Day of the Covenant.

(2) Subject to sub-clause (1) no employer shall require any employee to perform and no employee or working employer shall perform any work during the holiday period or on the specified holidays prescribed in sub-clause (1) hereof, except in the case of employees in the electrical trades provided they do not do building sub-contract work during the holiday period and further provided that any employees working during the holiday period must receive two consecutive weeks leave on completion of one year's service to be given and taken so as to expire within two months of the completed year.

(3) Annual leave and holidays due to an employee shall be paid for in accordance with the provisions of this clause.

(4) Each employer shall—

(a) pay weekly to each employee employed by him for whom wages are prescribed in paragraph (iii) of clause 4 (1) (a) 3d. in holiday fund stamps in respect of each hour worked by such employee, other than overtime or time worked on Sundays or on the public holidays referred to in sub-clause (1) of this clause, during each week; provided that for time worked during the period between the third Friday in November and 22nd December the amounts payable hereunder shall be paid to the employee in cash with his weekly remuneration;

(b) pay to each semi-skilled labourer in his employ 1½d. in holiday fund stamps in respect of each hour worked, exclusive of overtime, by that employee for him. The amounts due shall be calculated in respect of each period ending on the last pay day prior to the commencement of the holiday period concerned or on termination of employment, whichever is the earlier, provided that for time worked during the period between the third Friday in November and the 22nd December the amounts payable hereunder shall be paid to the employee in cash with his weekly remuneration;

(c) pay to each unskilled labourer, in his employ 1d. in holiday fund stamps in respect of each hour worked, exclusive of overtime, by that employee for him. The amounts due shall be calculated in respect of each period ending on the last pay day prior to the commencement of the holiday period concerned, or on termination of employment, whichever is the earlier; provided that for time worked during the period between the third Friday in November and the 22nd December the amounts payable hereunder shall be paid to the employee in cash with his weekly remuneration;

(d) pay to each apprentice in his employ on the last pay day prior to the commencement of the holiday period referred to in sub-clause (1) hereof the pay which such apprentice would have earned if he had continued to work for his employer during the said holiday period;

(e) in addition to the amount due in the terms of paragraphs (a), (b) and (c) of this sub-clause, pay within two weeks from the date of coming into operation of this Agreement in the form of stamps obtained from the Council in terms of sub-clause (7), the amounts of—

(i) 1d. to each of his employees for whom wages are prescribed in clause 4 (1) (a) (i);

(ii) 1½d. to each of his employees for whom wages are prescribed in clause 4 (1) (a) (ii);

(iii) 3d. to each of his employees for whom wages are prescribed in clause 4 (1) (a) (iii);

in respect of each hour worked [other than overtime and time worked on Sundays or the public holidays referred to in sub-clause (1)] by each such employee during the period commencing on the date on which he last became entitled to leave on full pay or the date on which he entered the employer's service, whichever is the later, and ending on the date of coming into operation of this Agreement; provided that any amount already paid to an employee as a holiday allowance prior to the date of coming into operation of this Agreement in respect of the hours so worked during the said period may be deducted by the employer from the amount due to the employee in terms of this paragraph.

(5) The amounts paid to the Council by an employer for holiday fund stamps shall be retained by the Council on behalf of the employees concerned and shall be paid into a fund hereby established and known as the Albany Building Industry Holiday Fund, (hereinafter referred to as "the Fund").

26. INDIENSNEEMING VAN MINDERJARIGES.

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

27. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Tensy die toestemming van die Raad kragtens klousule 20 eers skriftelik verkry is, mag geen werk gedurende die tydperk van die beëindiging van werk op 22 Desember af tot die aanvang van werk op 12 Januarie, of op Goeie Vrydag, Paasmaandag en Geloftedag, in die nywerheid verrig word nie.

(2) Geen werkgewer mag van enige werknemer vereis en geen werknemer of werkende werkgewer word toegelaat om enige werk gedurende die vakansietydperk te verrig nie, of op die genoemde vakansiedae voorgeskryf in subklousule (1) hiervan, uitgesonderd in die geval van werknemers in die elektrotegniese ambagte; met dien verstande dat hulle geen subkontrakbouwerk tydens die vakansietydperk doen nie; voorts met dien verstande dat enige werknemers wat gedurende die vakansietydperk werk, twee agtereenvolgende weke verlof na die voltooiing van een jaar diens moet ontvang wat gegee en geneem moet word sodat dit binne twee maande vanaf die voltooide jaar verstryk.

(3) Vir jaarlikse verlof en vakansiedae wat aan 'n werknemer verskuldig is, moet ooreenkomstig die bepalinge van hierdie klousule betaal word.

(4) Elke werkgewer moet—

(a) weekliks ten behoeve van elke werknemer by hom in diens vir wie lone in paragraaf (iii) van klousule 4 (1) (a) voorgeskryf word, aan die Raad 'n bedrag van 3d. in vakansieverlofseëls betaal vir elke uur wat die werknemer elke week gewerk het, met uitsondering van oortyd of tyd gewerk op Sondag of die openbare vakansiedae wat in subklousule (1) van hierdie klousule genoem word; met dien verstande dat tyd wat gewerk word gedurende die tydperk tussen die derde Vrydag in November en 22 Desember, die bedrae wat ingevolge hiervan aan die werknemer betaalbaar is, saam met sy weeklikse besoldiging aan hom betaal word;

(b) aan elke halfgeskoolde arbeider in sy diens 1½d. in vakansieverlofseëls betaal ten opsigte van elke uur, uitgesonderd wat die werknemer vir hom gewerk het. Die verskuldigde bedrae moet bereken word ten opsigte van elke tydvak wat eindig op die laaste betaaldag voor die aanvang van die betrokke vakansietyd of by diensbeëindiging, na gelang van die vroegste datum; met dien verstande dat vir tyd wat gewerk word in die tydvak tussen die derde Vrydag in November en 22 Desember, die bedrae wat ingevolge daarvan betaalbaar is, in kontant met sy weekloon aan die werknemer betaal moet word;

(c) aan elke ongeskoolde arbeider in sy diens 1d. in vakansieverlofseëls betaal ten opsigte van elke uur wat die werknemer, uitgesonderd oortyd, vir hom gewerk het. Die verskuldigde bedrae moet bereken word ten opsigte van elke tydvak wat eindig op die laaste betaaldag voor die aanvang van die betrokke vakansietyd of by diensbeëindiging, na gelang van die vroegste datum; met dien verstande dat vir tyd wat gewerk word in die tydvak tussen die derde Vrydag in November en 22 Desember, die bedrae wat ingevolge daarvan verskuldig is, in kontant saam met sy weekloon aan die werknemer betaal moet word;

(d) aan elke vakleerling in sy diens op die laaste betaaldag voor die aanvang van die vakansietyd genoem in subklousule (1) hiervan, die loon betaal wat sodanige vakleerling sou verdien het as hy gedurende genoemde vakansietyd bly werk het;

(e) benewens die bedrae verskuldig kragtens paragrafe (a), (b) en (c) van hierdie subklousule, binne twee weke na die datum waarop hierdie Ooreenkoms in werking tree, in die vorm van seëls wat kragtens subklousule (7) van die Raad verkry is, die volgende bedrae betaal:—

(i) 1d. aan elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (i) voorgeskryf word;

(ii) 1½d. aan elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (ii) voorgeskryf word;

(iii) 3d. aan elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (iii) voorgeskryf word;

ten opsigte van elke uur gewerk, uitgesonderd oortyd en tyd gewerk op Sondag of die openbare vakansiedae genoem in subklousule (1), deur elke werknemer gedurende die tydperk wat op die datum begin waarop hy laas op verlof met volle besoldiging geregtig was of op die datum waarop hy in die werkgewer se diens getree het, na gelang van die jongste datum, en wat eindig op die datum waarop hierdie Ooreenkoms in werking getree het; met dien verstande dat enige bedrag wat reeds aan 'n werknemer voor die datum waarop hierdie Ooreenkoms in werking getree het, as 'n vakansietoelae betaal is, ten opsigte van ure wat aldus gedurende genoemde tydperk gewerk is, deur die werkgewer afgetrek kan word van die bedrag wat kragtens hierdie paragraaf aan die werknemer verskuldig is.

(5) Die bedrae wat deur 'n werknemer vir vakansieverlofseëls aan die Raad betaal word, moet deur die Raad ten behoeve van die betrokke werknemers bewaar en inbetaal word in 'n fonds wat bekend is as „Die Vakansiefond vir die Bou-nywerheid”.

(6) The employer shall in respect of the amounts to be paid by him to the employee in terms of sub-clause (4) (a), (b), (c) and (e) hereof issue to each of his employees concerned on each pay day stamps cancelled by him, with his name and date endorsed thereon, to the value of such contribution, and each employee shall affix such stamp in a contribution book to be obtained from 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. 6d. will be made by the Council for each Holiday Stamp Book for Journeymen, and 6d. for Labourers.

(7) The stamps referred to in sub-clause (6) shall be obtained by the employer from the Council, and an adequate reserve thereof shall at all times be maintained by the employer. An employer may obtain a refund from the Council of the value of any unused stamps provided 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 6 months shall be forfeited and shall accrue to the general funds of the Council.

(8) As early as possible after the third Friday in November in each year and not later than the fourth Friday in November in each year, each employee shall deposit this 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, or in the case of unskilled labourers in cash, and no order or authority for payment to any other person will be recognised.

(9) 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 (8) of this clause.

In the event of the death of an employee, the amount due to him from the aforesaid fund shall be paid into his estate by cheque drawn in favour of such estate on his contribution book being lodged with the Council.

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

(11) The contribution books and stamps issued to employees are not transferable and no moneys due in terms thereof can 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 general funds of the Council.

(12) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of this clause unless such stamps are affixed in the contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of a period of six months from the date of commencement of the holiday period. Any unclaimed moneys in the Council's possession from the sale of stamps at the expiration of the said period of six months shall accrue to the general funds of the Council. Nothing in this sub-clause shall be deemed to prevent the Council from making payment at any time after the expiration of the period of six months, and it shall be obligatory on the Council to consider and decide on the merits all claims for pay made after the said period of six months.

(13) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(14) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Minister may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Minister from either employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising which renders the administration of the fund 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 shall possess all powers of the committee for such purpose. Upon expiration of this Agreement after the dissolution of the Council, or its ceasing to function, the fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (15) of this clause and if upon expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(6) Die werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousule 4 (a), (b), (c) en (e) hiervan aan die werknemers moet betaal, op elke betaaldag aan elkeen van die betrokke werknemers seëls, wat hy met sy naam en datum afgestempel het, ter waarde van sulke bydraes uitreik, en elke werknemer moet die seëls inplak in 'n bydraersboekie wat hy van die Sekretaris van die Raad moet verkry en wat hy moet hou. Aansoek om 'n bydraersboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is en wat die werknemer moet invul met sy naam voluit, adres en ambag en met sy gewone handtekening moet onderteken. Die vakmanne moet 'n bedrag van 1s. 6d. per boek betaal, en die arbeiders 6d.

(7) Die seëls genoem in subklousule (6) moet deur die werkgewer van die Raad verkry word en die werkgewer moet te alle tye 'n voldoende hoeveelheid daarvan in voorraad hou. 'n Werkgewer kan van die Raad 'n terugbetaling van die waarde van enige ongebruikte seëls verkry; met dien verstande dat aansoek om sodanige terugbetaling hoogstens ses maande na die datum waarop hierdie Ooreenkoms verstryk, gedoen moet word, en enige sodanige bedrag wat nie binne genoemde tydperk van ses maande opgeëis word nie, raak verbeur en kom die algemene fondse van die Raad toe.

(8) So spoedig moontlik na die derde Vrydag in November van elke jaar en op of voor die vierde Vrydag in November van elke jaar, moet elke werknemer sy bydraersboekie 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 dit deur die waarde van die seëls wat in sy bydraersboekie ingeplak is, aangetoon word, en moet die werknemer die betrokke bedrag op 'n datum op of voor die dag voor die aanvang van die verloftydperk betaal. Betaling moet per tjek ten gunste van die werknemer gedoen word of, in die geval van ongeskoolde arbeiders in kontant, en geen order of magtiging vir betaling aan 'n ander persoon sal erken word nie.

(9) Geen werknemer is geregtig om van die Raad betaling te eis van die waarde van seëls wat hy ontvang het voor die datum wat in subklousule (8) van hierdie klousule bepaal is nie.

Ingeval van die dood van die werknemer moet die bedrag wat aan hom uit voornoemde fonds verskuldig is, aan sy boedel betaal word en wel per tjek wat ten gunste van sodanige boedel uitgemaak is nadat sy bydraersboekie by die Raad ingedien is.

(10) Enige geld wat deur die Raad in die krediet van die Verloffonds vir die Bounywerheid gehou word, kan deur die Raad van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of bougenootskap belê word, en alle rente wat op sulke beleggings gekweek word, is die alleenbesit van die Raad as vergoeding vir die administrasie van die Fonds. Geen werkgewer of werknemer het aanspraak op sulke rente nie; ewemin is hulle vir bydraes tot die koste van die administrasie van die fonds verantwoordelik.

(11) Die bydraersboekie en seëls wat aan werknemers uitgereik word, is nie oordraagbaar en kan nie gesedeer of verpand word nie. Seëls wat deur 'n persoon op 'n ander manier as ooreenkomstig hierdie Ooreenkoms verkry is, kan deur die Raad ten gunste van die Raadsfonds gekonfiskeer word.

(12) Die Raad is nie verantwoordelik vir uitbetaling ten opsigte van seëls wat ingevolge hierdie artikel aan werknemers uitgereik is nie, tensy sulke seëls ingeplak is in 'n bydraersboekie wat van die Raad verkry is en ingedien is voor die verstryking van ses maande van die aanvangsdatum van die vakansietyd af. Onopgeëiste geld in besit van die Raad, afkomstig van die verkoop van seëls by verstryking van die genoemde ses maande, kom die algemene fondse van die Raad toe. Niks in hierdie subartikel kan die Raad verhinder om betaling te enige tyd na die verstryking van die ses maande te maak nie, en die Raad is verplig om die meriete van alle eise wat om betaling na die genoemde ses maande gemaak word, te oorweeg en daaroor te beslis.

(13) Ingeval hierdie Ooreenkoms verval deur verloop van tyd of beëindiging daarvan om watter rede ook al, moet die fonds steeds deur die Raad geadminestreer word totdat dit of gelikwider of deur die Raad aan 'n ander fonds oorgedra word wat om dieselfde doel ingestel is as dié waarvoor die oorspronklike in die lewe geroep is.

(14) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tyd waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, kan die Minister 'n komitee aanstel uit werkgewers en werknemers in die nywerheid op die grondslag van gelyke verteenwoordiging aan albei kante en die Fonds moet verder deur dié komitee geadminestreer word. Vakatures op die komitee kan deur die Minister uit werkgewers en werknemers, na gelang van die geval, gevul word, ten einde gelyke verteenwoordiging van werkgewers, en werknemers op die komitee te verseker. Ingeval die komitee nie in staat is of onwillig is om sy pligte te vervul of ingeval 'n dooiepunt daaruit ontstaan wat die administrasie van die fondse na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel om die pligte van die komitee vir hierdie doel na te kom, en die kurator het al die magte van die komitee. By verstryking van hierdie Ooreenkoms moet die fonds gelikwider word deur die komitee wat ingevolge hierdie subklousule funksioneer, of deur die kurator of kurators, na gelang van die geval, op die wyse wat in subklousule (15) van hierdie klousule verduidelik is, en ingeval die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates uitgedeel is, moet die res van die fonds uitgedeel word soos by artikel vier-en-dertig (4) van die Wet uiteengesit, asof dit deel uitmaak van die algemene fondse van die Raad.

(15) Upon liquidation of the fund in terms of sub-clause (13) of this clause the moneys remaining to the credit of the fund after payment of all claims against the fund including administration and liquidation expenses shall be paid into the general funds of the Council.

(16) A public accountant or public accountants whose remuneration shall be fixed by the Council, shall be appointed annually by the Council, and shall audit the accounts of the Holiday Fund at least once annually and not later than the 30th September 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 30th June 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 auditor's report 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 the 30th September be transmitted to the Industrial Registrar.

28. APPLICATION.

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit to or obligation upon the employer or employee concerned. Each provision shall create a right or obligation, as the case may be, independently on the existence of other provisions.

Signed on behalf of the parties, at Grahamstown, on this 25th day of August 1959.

J. A. HEUNIS,
Chairman of the Council.

A. G. SMITH,
Vice-Chairman of the Council.

E. H. BAZELEY,
Secretary of the Council.

No. 1969.] [27 November 1959.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, ALBANY.

I, JOHANNES DE KLERK, 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, Albany, published under Government Notice No. 1968 of the 27th 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. 1970.] [27 November 1959.

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942.

BUILDING INDUSTRY, ALBANY.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the Cost of Living Allowance Regulations published under War Measure No. 43 of 1942 hereby suspend the operation of sub-regulation (1) of regulation 2 of the said Regulations in respect of employees who are entitled to a cost of living allowance in terms of clause 4 (1) (c) (i) of the Agreement for the Building Industry, Albany, published under Government Notice No. 1968 of the 27th November, 1959.

J. DE KLERK,
Minister of Labour.

(15) Wanneer die fonds kragtens subklousule (13) van hierdie klousule gelikwedeer is, moet die geld wat die fonds se batige saldo uitmaak nadat alle eise teen die fonds uitbetaal is, met inbegrip van administrasie- en likwidasielkoste, in die algemene fonds van die Raad inbetaal word.

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

- (a) Alle gelde ontvang—
 - (i) kragtens subklousule (7) hiervan;
 - (ii) uit ander bronne (indien daar is); en
- (b) uitgawes wat onder alle hoofde aangegaan is;

gedurende die twaalf maande wat op die voorafgaande 30 Junie geëindig het, saam met 'n balansstaat wat die bate en laste van die fonds op daardie datum aandui. Ware afskrifte van die geouditeerde staat en balansstaat, mede-onderteken deur die Voorzitter van die Raad, en van die ouditeursverslag daarvoor moet daarna by die kantoor van die Raad vir insae lê. Gewaarmerkte afskrifte van die staat, balansstaat en ouditeursverslag moet so spoedig moontlik maar op of voor 30 September aan die Sekretaris van Arbeid gestuur word.

28. TOEPASSING.

Geen werkgewer of werknemer mag die bepalinge van hierdie Ooreenkoms tersyde stel nie, ongeag of genoemde bepalinge 'n voordeel of 'n verpligting op die betrokke werkgewer of werknemer uitmaak. Elke bepaling moet 'n reg of verpligting skep, na gelang van die geval, afgesien van die bestaan van ander bepalinge.

Namens die partye op hede die 25ste dag van Augustus 1959 in Grahamstad onderteken.

J. A. HEUNIS,
Voorsitter van die Raad.

A. G. SMITH,
Ondervoorzitter van die Raad.

E. H. BAZELEY,
Sekretaris van die Raad.

No. 1969.] [27 November 1959.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BOUNYWERHEID, ALBANY.

Ek, JOHANNES DE KLERK, 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 bepalinge van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Albany, gepubliseer by Goewermentskennisgewing No. 1968 van 27 November 1959, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

No. 1970.] [27 November 1959.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAES INGEVOLGE OORLOGS-MAATREËL No. 43 VAN 1942.

BOUNYWERHEID, ALBANY.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subregulasie (1) van regulasie 4 van die Regulasies op Lewenskostoelae gepubliseer by Oorlogsmatreël No. 43 van 1942, skort hierby die bepalinge van subregulasie (1) van regulasie 2 van genoemde Regulasies op ten opsigte van werknemers wat ingevolge klousule 4 (1) (c) (i) van die Ooreenkoms vir die Bounywerheid, Albany, gepubliseer by Goewermentskennisgewing No. 1968 van 27 November 1959, op 'n lewenskostoelae geregtig is.

J. DE KLERK,
Minister van Arbeid.