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23 OKTOBER 1964.

[No. 926

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.1634.] [23rd October, 1964.

INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL.

LABOURERS' AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries shall be binding as from the second Monday after the date of publication of this notice and for the period ending three years after the said second Monday upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2 and 17, shall be binding as from the second Monday after the date of publication of this notice and for the period ending three years after the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) (excluding the area falling outside a radius of 10 miles from the General Post Office, Heidelberg (Transvaal)), Johannesburg, Kempton Park (excluding any portion which prior to the publication of Government Notice No. 551, dated the 29th March, 1956, fell within the Magisterial District of Pretoria but outside a radius of 20 miles from the General Post Office, Pretoria), Nigel (excluding the area falling outside a radius of 10 miles from the General Post Office, Nigel) and Springs,

GOWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.1634.] [23 Oktober 1964.

WET OP NYWERHEIDSVERSOENING, 1956.

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL.

ARBEIDERSOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar na genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 17, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar na genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) (uitgesonderd die gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Heidelberg (Transvaal), val), Johannesburg, Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die landrosdistrik Pretoria maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, geval het), Nigel (uitgesonderd die gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Nigel, val) en

and in the areas within radii of 30 miles from the General Post Office, Krugersdorp, 20 miles from the General Post Offices, Pretoria (excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) falling within this radius) and Vereeniging, and 10 miles from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank; and

- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) (excluding the area falling outside a radius of 10 miles from the General Post Office, Heidelberg (Transvaal)), Johannesburg, Kempton Park (excluding any portion which prior to the publication of Government Notice No. 551, dated the 29th March, 1956, fell within the Magisterial District of Pretoria but outside a radius of 20 miles from the General Post Office, Pretoria), Nigel (excluding the area falling outside a radius of 10 miles from the General Post Office, Nigel) and Springs, and in the areas within radii of 30 miles from the General Post Office, Krugersdorp, 20 miles from the General Post Offices, Pretoria (excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) falling within this radius) and Vereeniging, and 10 miles from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, and from the second Monday after the date of publication of this notice and for the period ending three years after the said second Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2 and 17, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL).

AGREEMENT.

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, made and entered into between the—

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa);
representing its members in the Monumental Masonry Industry;

(hereinafter referred to as "the employers" or "the employers' organizations") of the one part,

and the
Amalgamated Society of Woodworkers of South Africa;
Amalgamated Union of Building Trade Workers of South Africa;
Operative Plasterers' Trade Union of South Africa;
Blanke Bouwerkersvakbond;

(hereinafter referred to as "the employees" or "the trade unions") of the other part,
being parties to the Industrial Council for the Building Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) (excluding the area falling outside a radius of 10 miles from the General Post Office, Heidelberg (Transvaal)), Johannesburg, Kempton Park (excluding any portion which, prior to the publication of Government

Springs, en in die gebiede binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, 20 myl vanaf die Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne hierdie straal val) en Vereeniging, en 10 myl vanaf die Hoofposkantoor, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank; en

- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 17, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar na genoemde tweede Maandag eindig, in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) (uitgesonderd die gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Heidelberg (Transvaal), val), Johannesburg, Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria, maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, geval het), Nigel (uitgesonderd die gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Nigel, val) en Springs, en in die gebiede binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, 20 myl vanaf die Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne hierdie straal val) en Vereeniging, en 10 myl vanaf die Hoofposkantoor, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSVAAL).

OOREENKOMS.

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, soos gewysig, gesluit en aangegaan deur en tussen die—

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa);
wat sy lede in the Monumentklipmesselnywerheid verteenwoordig;

(hieronder die „werkgewers" of die „werkgewersorganisasies" genoem), aan die een kant,

en die
Amalgamated Society of Woodworkers of South Africa;
Amalgamated Union of Building Trade Workers of South Africa;
Operative Plasterers' Trade Union of South Africa;
Blanke Bouwerkersvakbond;

(hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) (uitgesonderd die gebied buite 'n straal van 10 myl van die Hoofposkantoor, Heidelberg (Transvaal), af), Johannesburg, Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing No.

Notice No. 551, dated 29th March, 1956, fell within the Magisterial District of Pretoria, but outside a radius of 20 miles from the General Post Office, Pretoria, Nigel (excluding the area falling outside a radius of 10 miles from the General Post Office, Nigel) and Springs, in the areas within radii of 30 miles from the General Post Office, Krugersdorp, 20 miles from the General Post Offices, Pretoria (excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) falling within this radius) and Vereeniging, and 10 miles from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, respectively, by all employers in the Building and Monumental Masonry Industries who are members of the employers' organizations and by the employees of such employers who are members of the trade unions.

(b) Notwithstanding the provisions of sub-clause (a), the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in Clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for a period of three years or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956 (as amended);

"Area A" means the areas of the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) (excluding the area falling outside of a radius of ten miles from the General Post Office, Heidelberg (Transvaal), Johannesburg, Kempton Park (excluding any portion which, prior to the publication of Government Notice No. 551, dated 29th March, 1956, fell within the Magisterial District of Pretoria, but outside a radius of twenty miles from the General Post Office, Pretoria), Nigel (excluding the area falling outside of a radius of ten miles from the General Post Office, Nigel), and Springs, and the areas within radii of fifteen miles from the General Post Office, Krugersdorp, twenty miles from the General Post Office, Pretoria, excluding that portion of the Magisterial District of Brits falling within the said radius of twenty miles and excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) falling within this radius, and, ten miles from the General Post Offices, Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) and Witbank, respectively;

"Area B" means the area outside a radius of fifteen miles, but within a radius of thirty miles, from the General Post Office, Krugersdorp, excluding portions of the Magisterial Districts falling within this radius and already embraced in the definition of Area A; the area outside a radius of ten miles, but within a radius of twenty miles, from the General Post Office, Vereeniging, and that portion of the Magisterial District of Brits which falls within a radius of twenty miles from the General Post Office, Pretoria.

"Building industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees 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 building or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, or the wiring of or installation in buildings of lighting, heating, or other permanent electrical fixtures or the repair or maintenance of lifts in buildings:—

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

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

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

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

551 van 29 Maart 1956 binne die landdrosdistrik Pretoria maar buite 'n straal van 20 myl van die Hoofposkantoor, Pretoria, af, geval het), Nigel (uitgesonderd die gebied buite 'n straal van 10 myl van die Hoofposkantoor, Nigel, af) en Springs, en in die gebiede binne 'n straal van 30 myl van die Hoofposkantoor, Krugersdorp, 20 myl van die Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne hierdie straal val) en Vereeniging, en 10 myl van die Hoofposkantoor, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank, nagekom word deur alle werkgewers in die Bou- en Monumentklippmesselnywerheid wat lede van die werkgewersorganisasies is en deur die werknemers van sodanige werkgewers, wat lede van die vakverenigings is.

(b) Ondanks die bepalinge van subklousule (a), is die bepalinge van hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister mag vasstel en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956 (soos gewysig), omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken:—

„Wet” die Wet op Nywerheidsversoening, 1956 (soos gewysig);

„Gebied A” die gebiede van die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) (uitgesonderd die gebied wat binne 'n straal van 10 myl van die Hoofposkantoor, Heidelberg (Transvaal) af), Johannesburg, Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het maar buite 'n straal van 20 myl van die Hoofposkantoor, Pretoria, af), Nigel (uitgesonderd die gebied buite 'n straal van 10 myl van die Hoofposkantoor, Nigel, af) en Springs, en die gebiede binne 'n straal van 15 myl van die Hoofposkantoor, Krugersdorp, 20 myl van die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die landdrosdistrik Brits wat binne genoemde straal van 20 myl val en uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne hierdie straal val, en 10 myl van die Hoofposkantoor, Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) en Witbank;

„Gebied B” die gebied buite 'n straal van 15 myl maar binne 'n straal van 30 myl van die Hoofposkantoor, Krugersdorp, af, uitgesonderd gedeeltes van die landdrosdistrikte wat binne hierdie straal val en alreeds in die omskrywing van Gebied A ingesluit is; die gebied buite 'n straal van 10 myl maar binne 'n straal van 20 myl van die Hoofposkantoor Vereeniging, af en daardie gedeelte van die landdrosdistrik Brits wat binne 'n straal van 20 myl van die Hoofposkantoor, Pretoria, af val;

„Bounywerheid” sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde ambagte of onderverdelings daarvan betrokke is, maar uitgesonderd klerke en administratiewe personeel, of die bedrading of installering in geboue van verligting- en verwarmingsstelsels of ander permanente elektriese toebehorens of die herstel of onderhoud van hyfers in geboue:—

asfaltwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of dampdigting van kelders of fondamente hetsy met bereide rolle dakbedekking en asfaltplate met geglasuurde of nie-geglasuurde oppervlaktes of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of half soliede mastik of imulsieasfalt of -bitumen gebruik word of nie en of dit warm of koud of sodanige dakke, vloere of fondamente of in sodanige kelders aangebring word;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -plaatblokke of -plate, betelling van mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, riool-aanleg, leiklipwerk, pandekking en sementkalfaatwerk aan erdepype;

lakpolitoerwerk, wat politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof insluit;

glaswerk, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings wat gevorm is in hout- of metaaldeure, vensters, rame of dergelike vaste toebehorens, en alle werksaamhede wat daarmee in verband staan;

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

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

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

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

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

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

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

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

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

Woodworking, which includes carpentry, veneer panelling and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block and other flooring including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade, shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

Construction work means any work in connection with the Industry other than work performed in a workshop, factory or in a yard, or, in transit between building sites, workshops, factories or yards;

skrynwerk, wat die aanbring van alle houttoebehorens en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehorens in verband staan, insluit, afgesien daarvan of die artikel wat gebruik word, in die gebou of bouwerk aangebring word (of nie) deur die persoon wat sodanige artikel vervaardig of berei het, en dit sluit ook kaste, kombuiskaste of ander kombuistoehorens in wat as 'n permanente deel van die gebou aangebring word;

ruitwerk, wat die vervaardiging en/of aanbring van ruite in lood en/of ander materiaal en reklameborde (uitgesonderd elektriese toebehorens wat daarmee in verband staan) en die beglasing wat daarmee in verband staan, insluit;

klipmesselwerk wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier-, monument- en gedenksteenklipwerk), betonwerk en die aanbring of bou van voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosaiekwerk, voegstryking, muur- en vloerbeteëling, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmak van klipwerkers-gereedskap, afgesien daarvan of die artikel wat gebruik word, in die gebou of bouwerk aangebring word (of nie), deur die persoon wat sodanige artikel vervaardig of berei het;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, bousmids-werk, metaalrame en metaaltrappe, boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal, en plaat- of uitgedrukte metaal, afgesien daarvan of die artikel wat gebruik word, in die gebou of bouwerk aangebring word (of nie) deur die persoon wat sodanige artikel vervaardig of berei het;

verfwerk, wat die volgende insluit: Versierwerk, muur-plakwerk, glaswerk, distemperwerk, wit- en kleurkalkwerk, beits-, vernis-, vlamskilderwerk en marmering en spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan en ook die afskuur van alle werk as voorbereiding vir bogenoemde werksaamhede, skuurwerk aan mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terrazzo- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny- en afwerk-masjien, voorafgegiete of kunsklip, muur- en vloerbeteëling, plavei- en mosaiekwerk, metaalplaatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die artikel wat gebruik word, aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die artikel wat gebruik word, in die gebou of bouwerk aangebring word (of nie) deur die persoon wat sodanige artikel vervaardig of berei het;

winkel-, kantoor- en bankuitrusting, wat die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbankskerms en binnenshuise los en vaste toebehorens insluit;

staalwapening en/of staalbouwerk, wat die aanbring van alle soorte staal- of ander metaalpilare, lêers, staalbalke plate of metaal in enige vorm, wat deel van 'n gebou of bouwerk uitmaak, insluit;

houtwerk, wat die volgende insluit: Timmerwerk, finer paneelwerk en die polering en skuur daarvan, houtwerk masjienwerk, draaiwerk, houtsneewerk, die aanbring van gegolfde sinkplate, klank- en akoestiek materiaal kurk- en asbesinsulasie, houtdraaiwerk, komposisieplafonne en muurbedekking, die boor van gate in mure en die aanbring van proppe daarin, die bedekking van houtwerk met metaal, blok- en ander vloerwerk, met in begrip van hout, linoleum, rubberkomposisie, asfalties vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny-, afwerk- en poleermasjien, die bekisting en/of bereiding van vorms vir beton, afgesien daarvan of die artikel wat gebruik word, in die gebou of bouwerk aangebring word (of nie) deur die persoon wat sodanige artikel vervaardig of berei het; met dien verstande egter dat 'n linoleum gelê word deur die verskaffer daarvan wie s vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van die omskrywing wanneer sodanige lêerwerk iets bykomstig is by die verkoop van sodanige linoleum en geen deel uitmaak van die reël streekse koste van die klant nie;

bouwerk, wat enige werk in verband met die Nywerheid beteken, uitgesonderd werk wat in 'n werkwinkel, fabriek of in 'n werf verrig word of wat onderweg tussen bouterreine, werkwinkels, fabriek of werwe;

"Council" means the Industrial Council for the Building Industry (Transvaal) deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956 (as amended);

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

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

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

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

"Operative Grade I" means an employee engaged on any or all of the following:—

- (a) Laying of outdoor paving in broken slate, granite or stone and grouting in joints;
- (b) operating a sandpapering and spinning machine on flooring;
- (c) operating a rotating solid disc-type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing by an artisan.

"Operative Grade II" means an employee engaged on any or all of the following:—

- (a) Employee in charge of unskilled labourers mixing concrete and/or operating power driven concrete mixers;
- (b) employee in charge of unskilled labourers levelling and screeding concrete under supervision;
- (c) caulking of joints in drains under supervision;
- (d) the application of back putty and cleaning off excess tags thereto under supervision;
- (e) employee in charge of the stripping of shuttering;
- (f) employee in charge of scaffold erecting under supervision;
- (g) operating a power driven grinding machine on metal or filing by hand;
- (h) operating swing saws, stone polishing machinery and compressors for stone work;
- (i) feeding material to roller fed wood-working machines under supervision;
- (j) operating a jib hoist without a platform, carrying a load of not more than two cubic feet of material.

"Overtime" means time worked in accordance with Clause 11 of this Agreement;

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

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

"Unskilled labourer" means an employee engaged on any or all of the following—

- assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;
- assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;
- assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;
- attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;
- applying of floor polish;
- bagging down walls and ceilings;
- baling waste or scrap metal by hand or machine;
- binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;
- carrying mortar, bricks, stone, concrete or other materials;
- cleaning mortices;
- cleaning of glass after glazing;
- cleaning completed frames in preparation for puttying;
- cleaning of moulds, work benches, yard premises, tools, etc.;
- cleaning down of teak or other hard woods by using solvents and steel wools;
- coupling steel windows and door frames under supervision;
- cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;
- cutting scaffold poles or props by two-handed saw;
- cutting dampcourse and placing in position;
- cutting of toothings and indents for bonding brickwork;
- cutting hoop iron, bending and holding;
- cutting up scrap metal by hand;
- cutting, drilling, chasing and plugging in brick and concrete;
- cutting of roofing tiles with tile hand-cutting machine;
- digging or taking out stone or soil for foundations, trenches, drains and channels;
- drawing off materials from all woodworking machines;
- drilling or punching metal by power or hand machines under supervision;
- erecting hoists under supervision;

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal) wat geag word geregistreer te wees ingevolge artikel negentien van die Wet op Nywerheidsversoenig, 1956 (soos gewysig);

"Noodsaaklike dienste" werk wat noodsaaklikerwys verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, saak of onderneming te verseker;

"Nywerheid" die Bounywerheid en die Monumentklippessel-nywerheid;

"Lisensieowerheid" 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik;

"Monumentklippesselnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om grafstene of ander monumente oor grafte te maak en/of op te rig en/of grafte op te bou;

"Werkman graad I" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- (a) Aan die hoof staan van ongeskoolde arbeiders wat klip lê en die voë met bry vul;
- (b) 'n skuur- en draaimasjien op vloere bedien;
- (c) 'n draaimasjien van die tipe met die soliede skyf bedien vir die afvlakking van sement of granolitiese vloere wanneer sodanige masjien gebruik word vir voorbereidingswerk wat later deur 'n ambagsman afgewerk sal word.

"Werkman graad II" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- (a) Aan die hoof staan van ongeskoolde arbeiders wat beton meng en/of kragaangedrewe betonmengers bedien;
- (b) aan die hoof staan van ongeskoolde arbeiders wat beton onder toesig nivelleer en afvlak;
- (c) lasse in rioolpype onder toesig kalfater;
- (d) 'n stopverfbed aanbring en oortollige stukkie onder toesig verwyder;
- (e) aan die hoof staan van die afstroopwerk verbonde aan bekisting;
- (f) aan die hoof staan van steieroprigting onder toesig;
- (g) 'n kragaangedrewe slypmasjien op metaal bedien of vylwerk met die hand verrig;
- (h) hangsaai, klippoleermasjinerie en kompressors vir klipwerk bedien;
- (i) materiaal onder toesig invoer in houtwerkmasjiene met roltoevoer;
- (j) 'n swaaiarmhyser, sonder 'n platform, wat 'n vrag van hoogstens twee kubieke voet materiaal dra, bedien;

"Oortyd" tyd gewerk ooreenkomstig die bepalings van klousule 11 van hierdie Ooreenkoms;

"Stukwerk" enige werkstelsel waarvolgens 'n werknemer se verdienste geheel en al of gedeeltelik gebaseer word op die hoeveelheid of omvang van die werk wat hy verrig het;

"Bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en kerkhofgedenktekens van alle tipes;

"Ongeskoolde arbeider" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- Ambagsmanne help deur die draad van hout op te vul ter voorbereiding van die poleerwerk aan houtoppervlaktes met 'n doek;
- Ambagsmanne help met die aanbring van lym aan tappe of houtoppervlaktes voordat dit vasgeklemd of geperst word;
- Ambagsmanne help met die plasing van staalstutte en die vasmaak daarvan aan draagbanke en die stel daarvan op die vereiste hoogte;
- hangsaai onder toesig bedien, help om klip in posisie te plaas en saaglemme in te sit met die doel om hangsaai en poleermasjinerie en/of slypmasjinerie te bedien;
- vloerpolitoer aanbring;
- saksmeerwerk verrig aan mure en plafonne;
- afvalmateriaal of afvalyster met die hand of masjien baal;
- staalwapeningsmateriaal met draad vasbind en sodanige materiaal onder toesig sny, buig, monteer, oprig en vas-sit;
- dagha, stene, klip, beton of ander materiaal dra;
- tappe en taggate skoonmaak;
- glas skoonmaak nadat dit ingesit is;
- voltooië rame skoonmaak ter voorbereiding vir stopverfwerk;
- vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;
- kiaat of ander harde soorte hout skoonmaak met behulp van oplosmiddels en staalwol;
- vensterrame en deurkosyne van staal onder toesig koppel;
- pype en staalstawe, uitgesonderd koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny;
- steierpale of stutte met 'n treksaag afsaag;
- voglaai sny en in posisie plaas;
- in- en uittandings sny vir verbande in baksteenwerk;
- hoepelyster sny, buig en vashou;
- afvalmetaal met die hand sny;
- bakstene en beton sny, gate daarin boor, gleuwe daarin maak en proppe daarin aanbring;
- dakpanne met 'n handmasjien sny;
- klip of grond vir fondamente, slote, riole en kanale uitgrawe of uitneem;
- materiaal uit alle houtwerkmasjiene wegneem;
- gate onder toesig deur metaal boor of pons met kragaangedrewe of handmasjiene;
- hysers onder toesig oprig;

excavating in ground, soft and hard rock and using a jack-hammer and removing excavated stone and soil;
 filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sack;
 filling in joints between joint of brick and concrete beam under supervision;
 filling in joints and cleaning off all wall tiles, excluding jointing and pointing;
 filling of moulds with a facing mixture and concrete mixture; using a shovel;
 fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
 fixing asphalt sheeting to sides of steel and wood frames;
 fixing lugs to steel windows and door frames under supervision;
 gauging sand, stone and cement;
 gauging sizes of wall and floor tiles;
 grouting in joints and filling backs of stone work after fixing;
 grouting of joints in bricks and tile floors and cleaning off; hoisting shuttering and placing in position but not fixing; hoisting of steel and laying into position under supervision; kneading of putty to correct consistency;
 laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding, under supervision;
 laying loose tiles on surfaces without bedding, provided no tools are used;
 lime washing and the use of tar or similar products on buildings occupied and latrines used by Bantu and rough timber such as joists and underside of floors, provided, however, that lime washing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;
 loading and unloading materials and goods;
 mixing mastic asphalt in pots and rubbing up laid mastic until cold under supervision, attending to fires and cleaning up;
 mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;
 mixing concrete by hand or machine, under supervision; oiling and greasing machinery when not in operation;
 painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint, under supervision;
 priming of surfaces with bitumastic or water-proofing solutions;
 preparing roofs, including scraping and wirebrushing prior to painting;
 painting of joints and backs of stone with waterproofing compound;
 preservative painting of all builders' plant;
 removing rust and scale from iron or steel surfaces, provided no chemicals are used;
 removing loose and flaking paint from gutters, drainpipes or other surfaces, provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;
 removing plaster from steel or wood surfaces in new buildings prior to painting;
 scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;
 scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisan's work is done by an unskilled labourer;
 washing down new galvanised surfaces prior to painting, and, treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;
 use of abrasives of all kinds by hand including rubbing compounds on preparatory work in painting and spraying, including sandpaper of a grade not finer than Oakey's No. 2 strong, or equivalent may be used for any of these cleaning processes, but no brushes other than scrubbing or wire brushes may be used;
 raking out of brick joints and preparation of surfaces for plastering;
 removing stains and cement on stone, artificial stone, slate, terracotta or similar surfaces with carborundum blocks or rubbing machines;
 scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand;
 shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;
 stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;
 stripping shuttering under supervision;
 setting up of moulds, and stripping of casings and castings;
 tamping of the filling in moulds excluding the use of plasterers' trowels;
 treating timber with preservative under supervision;
 tying of roof tiles with wire;
 washing down brick and concrete with scrubbing brushes and cleaning used bricks;
 wedging up wood props under supervision;

uitgrawingswerk in grond, sagte en harde klip verrig en 'n klopboor gebruik en uitgegrawe klip en grond verwyder;
 gate of duike in die voorvlak van afgewerkte artikels opvul met 'n sementmengsel en die voorvlak afvryf met 'n stuk sak;
 voë tussen steenwerk en betonbalk onder toesig opvul;
 voë opvul en alle muurteëls skoonmaak, uitgesonderd voeg- en voegstrykwerk;
 vorms met 'n voorvlakmengsel of 'n betonmengsel vul met behulp van 'n skopgraaf;
 hoepelyster, staal- of draadverstywers aanbring en bekisting te versterk;
 asfaltplate aan kante van staal- en houtrame aanbring;
 kloue onder toesig aan staalvensters en staaldeurkoesyne aanbring;
 sand, klip en sement afmeet;
 die grootte van muur- en vloerteëls meet;
 voë met bry vul en die agterkant van klipwerk opvul nadat dit gelê is;
 voë tussen stene en vloerteëls met bry vul en dit skoonmaak;
 bekisting hys en in posisie plaas maar dit nie vassit nie; staal hys en in posisie plaas onder toesig;
 stopverf brei totdat dit die regte stewigheid het;
 beton gooi en nivelleer, 'n betontriller bedien, en help met die afvlakwerk onder toesig;
 los teëls op oppervlaktes lê sonder bedding, mits geen gereedschap gebruik word nie;
 afwitwerk verrig en teer of dergelike produkte gebruik aan geboue wat geokkupeer en latrines wat gebruik word deur Bantoes en aan ruwe timmerhout soos balke en die onderkant van vloere, met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne sestig dae na die voltooiing van 'n gebou uitgesluit word van hierdie omskrywing;
 materiaal en goedere op- en aflaai;
 mastikasfalt in potte meng en aangesmeerde mastik onder toesig vryf totdat dit koud is, vir vure sorg en skoonmaakwerk verrig;
 asfaltmacadam meng, materiaal op die lêterrein gooi en plaas, rolwerk met handrollers verrig;
 beton met die hand of 'n masjien meng onder toesig;
 masjinerie olie en smeer wanneer dit nie werk nie;
 asfalt- en/of ander komposisieplate en -dakke onder toesig met bitumineuse aluminiumverf onder toesig verf of spuit;
 grondlae met bitum- of waterdigtingsoplossings op oppervlaktes aanbring;
 dakke voorberei, en ook afskraap en met 'n draadborsel bewerk, voordat dit geverf word;
 voë en agterkante van klip met waterdigtingskomposisie verf;
 alle bouersuïtrusting met 'n preserveermiddel verf;
 roes en ketelsteen van yster- of staaloppervlaktes verwyder mits geen chemikalieë gebruik word nie;
 los en afskilferende verf van geute, afleypipe of ander oppervlaktes verwyder mits die werk onder toesig gedoen word wanneer 'n blaaslamp of verfoplosmiddel gebruik word;
 pleister van staal- of houtoppervlaktes in nuwe geboue verwyder voordat dit geverf word;
 oppervlaktes wat voorheen afgewit was of ander oppervlaktes afskraap en afskuur sonder om sodanige oppervlaktes te herstel;
 mure of ander oppervlaktes afskraap of was vir verfwerk, mits geen gereedschap wat gewoonlik deur skilders gehanteer word, gebruik word nie of geen ambagswerk deur 'n ongeskoolde arbeider gedoen word nie;
 nuwe gegalaniseerde oppervlaktes afwas voordat dit geverf word en nuwe gegalaniseerde oppervlaktes onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word;
 allerhande skuurmiddels met die hand aanwend, met inbegrip van skuurmiddels aan voorbereidingswerk en verf- en spuitwerk, en hiervoor kan skuurpapier wat nie fyner is nie as Oakey se No. 2-sterk, of die ekwivalent daarvan, gebruik word, maar geen ander borsels of kwaste as skrop- of draadborsels mag gebruik word nie;
 baksteenvoë uitskraap en oppervlaktes vir pleisterwerk voorberei;
 vlekke en sement van klip, kunsklip, leiklip, terrakotta of dergelike oppervlaktes verwyder met karborundumblokke of vryfmasjiene;
 die afgewerkte voorkante van produkte afskraap met 'n staalborsel en skropwerk met 'n skropborsel verrig;
 materiaal met 'n skopgraaf ingooi in of verwyder uit dagha- of betonmengmasjiene, sand met die hand sif en dagha of beton met skopgrawe meng;
 die voë van vorms onder toesig toestop met gips, wat aangewend word met die hand of 'n stukkies blik;
 bekisting onder toesig afbrek;
 vorms opstel en vormstukke en gietsels stroop;
 die vulsel in vorms vasstamp sonder om 'n pleisteraar se troffel te gebruik;
 timmerhout onder toesig met 'n preserveermiddel behandel;
 dakpanne met draad vasbind;
 baksteen- en beton afwas met skropborsels en gebruikte stene skoonmaak;
 wie onder toesig onder houtstutte indryf;

working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;

assisting artisans or higher graded workers wherever necessary, but not to perform skilled work, or work defined as that of operative Grade I or operative Grade II;

"Wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in Clause 10, provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in Clause 4 it means such higher amount;

"Working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day and the annual holiday prescribed in Clause 18 of this Agreement, in respect of the ordinary hours laid down in Clause 10.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:—

(a) Operator of a hoist	R0.30½ per hour
(b) Operative grade II employed in Area A	R0.20 per hour
(c) Operative grade II employed in Area A on construction work	R0.21½ per hour
(d) Operative grade II employed in Area B	R0.16 per hour
(e) Operative grade II employed in Area B on construction work	R0.17½ per hour
(f) Unskilled labourer employed in Area A	R0.18½ per hour
(g) Unskilled labourer employed in Area A on construction work	R0.20 per hour
(h) Unskilled labourer employed in Area B	R0.14 per hour
(i) Unskilled labourer employed in Area B on construction work	R0.15½ per hour
(j) Driver of a mechanical dumper	R0.28 per hour
(k) Driver of a mechanical dumper on construction work	R0.29½ per hour
(l) Employee engaged on patrolling premises and guarding property	R1.60 per day.

(2) *Differential Rates*—An employee who, on any day performs two or more classes of work for which different rates of wages are prescribed in sub-clause (1) above or in any other Agreement administered by the Council shall be paid at the higher rate for all hours worked on that day provided that if an employee—

(a) who normally performs the work of an operative grade II or of an unskilled labourer performs the work of a—

- (i) driver of a mechanical vehicle—such employee shall be paid at the higher rates only in respect of time actually occupied in driving a mechanical vehicle, except that if such employee performs the work of a driver of a mechanical vehicle for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day, provided further that an employee shall not be required to perform the work of a driver of a mechanical vehicle in connection with the provision of transport by the employer in terms of Clauses 8 and 9 of the main Agreement of the Council unless such employee is wholly or mainly engaged as a driver of a mechanical vehicle;
- (ii) operative grade I—such employee shall be paid at the higher rates only in respect of the time actually occupied in performing the duties of an operative grade I except that if such employee performs the work of an operative grade I for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day;

(b) who normally performs the work of an unskilled labourer performs the work of an—

Operative Grade II: Such employee shall be paid at the higher rates only in respect of time actually occupied in performing the duties of an Operative Grade II except that if such employee performs the work of an Operative Grade II for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day.

(3) *Payment for work on certain days*: When exemption has been granted from the provisions of Clause 10 of this Agreement, at least one-and-one-third times the actual rate of wage of an employee shall be paid by an employer for all time worked after 12 noon on Saturdays and for all time worked on Sundays, Good Friday, Easter Monday and Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day, and, during the annual holiday period prescribed in Clause 18 of this Agreement.

met klopbore werk en hamer en beitel gebruik om klip te split of taggate te boor; ambagsmanne of hoër gegradeerde werkers help, waar nodig, sonder om geskoolde werk te verrig of werk wat omskryf is as dié van 'n werkmán graad I of 'n werkmán graad II;

„Loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos voorgeskryf in klousule 10; met dien verstande dat, as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié voorgeskryf in klousule 4, dit sodanige hoër bedrag beteken;

„Werkdag" enige ander dag as Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag en die jaarlikse vakansie voorgeskryf in klousule 18 van hierdie Ooreenkoms, ten opsigte van die gewone werkure soos in klousule 10 voorgeskryf.

4. LONE.

(1) Behoudens die ander bepalings van hierdie klousule, mag geen loon wat laer as die volgende is, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

(a) Hyserbediener	R0.30½ per uur
(b) Graad II-werkman werksaam in gebied A	R0.20 per uur
(c) Graad II-bouwerker werksaam in gebied A	R0.21½ per uur
(d) Graad II-werkman werksaam in gebied B	R0.16 per uur
(e) Graad II-bouwerker werksaam in gebied B	R0.17½ per uur
(f) Ongeskoolde arbeider werksaam in gebied A	R0.18½ per uur
(g) Ongeskoolde bou-arbeider werksaam in gebied A	R0.20 per uur
(h) Ongeskoolde arbeider werksaam in gebied B	R0.14 per uur
(i) Ongeskoolde bou-arbeider werksaam in gebied B	R0.15½ per uur
(j) Bestuurder van 'n meganiese stortbak	R0.28 per uur
(k) Bestuurder van 'n meganiese stortbak by bouwerk	R0.29½ per uur
(l) Werknemer wat persele patroleer en eiendom bewaak	R1.60 per dag

(2) *Differensiële lone*—'n Werknemer wat op enige dag twee of meer klasse werk verrig waarvoor daar verskillende lone in subklousule (1) hierbo of in enige ander ooreenkoms wat deur die Raad geadministreer word, voorgeskryf word, moet vir al die ure wat vir daardie dag gewerk is, teen die hoër loon besoldig word; met dien verstande dat as 'n werknemer—

(a) wat gewoonlik die werk van 'n graad II-werkman of 'n ongeskoolde arbeider verrig, die werk verrig van 'n—

(i) bestuurder van 'n meganiese voertuig—sodanige werknemer teen die hoër loon besoldig moet word slegs ten opsigte van die tyd wat werklik deur die bestuur van 'n meganiese voertuig in beslag geneem is, met dié uitsondering dat, as sodanige werknemer die werk van 'n bestuurder van 'n meganiese voertuig vir meer as drie uur op 'n bepaalde dag verrig het, hy vir die hele sodanige dag teen die hoër loon besoldig moet word; met dien verstande voorts dat daar nie van 'n werknemer vereis mag word om die werk van 'n bestuurder van 'n meganiese voertuig in verband met die verskaffing van vervoer deur die werkgewer ooreenkomstig klousule 8 en 9 van die Hoof-ooreenkoms van die Raad te verrig nie tensy sodanige werknemer hoofsaaklik of uitsluitlik as 'n bestuurder van 'n meganiese voertuig werksaam is;

(ii) graad I-werkman—sodanige werknemer teen die hoër loon besoldig moet word slegs ten opsigte van die tyd wat werklik deur die verrigting van die dienste van 'n graad I-werkman in beslag geneem is, met dié uitsondering dat, as sodanige werknemer die werk van 'n graad I-werkman vir meer as drie uur op 'n bepaalde dag verrig het, hy vir die hele sodanige dag teen die hoër loon besoldig moet word;

(b) wat gewoonlik die werk van 'n ongeskoolde arbeider verrig, die werk verrig van 'n—

graad II-werknemer—sodanige werknemer teen die hoër loon besoldig moet word slegs ten opsigte vir die tyd wat werklik deur die verrigting van die pligte van 'n graad II-werknemer in beslag geneem is, met dié uitsondering dat, as sodanige werknemer die werk van 'n graad II-werkman vir meer as drie uur op 'n bepaalde dag verrig het, hy vir die hele sodanige dag teen die hoër loon besoldig moet word.

(3) *Betaling vir werk op sekere dae*—Wanneer daar vrystelling van die bepalings van klousule 10 van hierdie Ooreenkoms verleen is, moet minstens een en een derde maal die werklike loon van 'n werknemer deur 'n werkgewer betaal word vir alle werk wat na 12-uur middag op Saterdag gewerk word en vir alle tyd gewerk op Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag en gedurende die jaarlikse vakansietydperk soos in klousule 18 van hierdie Ooreenkoms voorgeskryf.

5. COST OF LIVING ALLOWANCE.

The wages prescribed in Clause 4 (1) hereof shall include cost of living allowance as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, is increased, the remuneration prescribed herein shall be increased accordingly, provided that the difference between the rates of remuneration herein prescribed and the corresponding rates prescribed in sub-clause 4 (1) of the Agreement as originally published under Government Notice No. 205 of 6th February, 1959, shall, for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowances in the determination of the relevant adjustments, provided that in the case of drivers of mechanical dumpers the cost of living allowance specified hereunder shall count as cost of living allowance in the determination of the relative increase:—

<i>Class of Employee.</i>	<i>Rates per Week.</i>
(i) Driver of a Mechanical Dumper	R4.32
(ii) Driver of a Mechanical Dumper on Construction Work	R4.40

6. HOLIDAY ALLOWANCE.

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

(a) Operator of a hoist	2½ cents per hour;
(b) Operative grade II employed in Area A	1½ cents per hour;
(c) Operative grade II employed in Area A on construction work ...	1½ cents per hour;
(d) Operative grade II employed in Area B	1½ cents per hour;
(e) Operative grade II employed in Area B on construction work ...	1½ cents per hour;
(f) Unskilled labourer employed in Area A	1½ cents per hour;
(g) Unskilled labourer employed in Area A on construction work ...	1½ cents per hour;
(h) Unskilled labourer employed in Area B	1½ cents per hour;
(i) Unskilled labourer employed in Area B on construction work ...	1½ cents per hour;
(j) Driver of a mechanical dumper ...	2½ cents per hour;
(k) Driver of a mechanical dumper on construction work	2½ cents per hour;
(l) Employee engaged on patrolling premises and guarding property ...	12½ cents per day.

7. PIECE WORK.

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

(2) Notwithstanding the provisions of sub-clause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of Clauses 4, 5 and 11 hereof, employees provided for in this Agreement shall be included in any incentive scheme which may be introduced in terms of Clause 5 of the Main Agreement of the Council.

8. LABOUR ONLY CONTRACT.

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

9. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

- (1) (a) Wages, earnings for overtime and all other remuneration due shall be paid in cash weekly not later than 4.45 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee.
- (b) Payments may, however, be made on days prior to Friday if agreed to by the employer and employee; provided the employer notifies the Council. When a Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding. In the case

5. LEWENSKOSTETOELAE.

Die lone wat in klousule 4 (1) hiervan voorgeskryf word, sluit die lewenskostetoelae in soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig. As die lewenskostetoelae wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige wetgewing waardeur dit vervang word of wat in die plek daarvan gestel word, verhoog word, moet die besoldiging wat hierin voorgeskryf word, dienoreenkomstig verhoog word; met dien verstande dat die verskil tussen die besoldiging wat hierin voorgeskryf word en die ooreenstemmende besoldiging voorgeskryf in subklousule 4 (1) van die Ooreenkoms soos oorspronklik by Goewermentskennissgewing No. 205 van 6 Februarie 1959 gepubliseer, vir die toepassing van genoemde Oorlogsmaatreël of enige wetgewing wat dit vervang of in die plek daarvan gestel word, by die vasstelling van die betrokke aanpassings as lewenskostetoelae gereken moet word; met dien verstande dat in die geval van bestuurders van meganiese stortbakke die lewenskostetoelae hieronder gemeld, as lewenskostetoelae gereken moet word by die vasstelling van die betrokke verhoging:—

<i>Klas werknemer</i>	<i>Toelae per week</i>
(i) Bestuurder van 'n meganiese stortbak	R4.32
(ii) Bestuurder van 'n meganiese stortbak by bouwerk	R4.40

6. VAKANSIETOELAE.

(1) 'n Vakansietoelae soos hieronder uiteengesit, moet deur die werkgever betaal word ten opsigte van elke lid van ondergenoemde klasse werknemers wat by hom in diens is; met dien verstande dat die vakansietoelae deur hul werkgevers aan die werknemers betaal moet word op die laaste betaaldag voor die begin van die vakansietydperk; en voorts met dien verstande dat, waar 'n werknemer se dienskontrak voor sodanige betaaldag beëindig word, enige bedrag wat ingevolge hierdie klousule aan die oploop was, aan die werknemer by sodanige beëindiging betaal moet word:—

(a) Hyserbestuurder	2½ sent per uur
(b) Graad II-werker werksaam in gebied A	1½ sent per uur
(c) Graad II-bouwerker werksaam in gebied A	1½ sent per uur
(d) Graad II-werker werksaam in gebied B	1½ sent per uur
(e) Graad II-bouwerker werksaam in gebied B	1½ sent per uur
(f) Ongeskoolde arbeider werksaam in gebied A	1½ sent per uur
(g) Ongeskoolde bou-arbeider werksaam in gebied A	1½ sent per uur
(h) Ongeskoolde arbeider werksaam in gebied B	1½ sent per uur
(i) Ongeskoolde bou-arbeider werksaam in gebied B	1½ sent per uur
(j) Bestuurder van 'n meganiese stortbak	2½ sent per uur
(k) Bestuurder van 'n meganiese stortbak by bouwerk	2½ sent per uur
(l) Werknemer wat persele patroleer en eiendom bewaak	12½ sent per dag

7. STUKWERK.

(1) Die uitbesteding, deur werkgevers, of die verrigting, deur werknemers, van werk op 'n stukwerkgrondslag of enige stelsel van betaling vir arbeid waarvolgens die verdienste van 'n werknemer geheel en al of gedeeltelik gegrond op bereken word op die hoeveelheid of omvang van die werk wat hy verrig het, word verbied. Die bepalings van hierdie klousule is van toepassing ondanks die feit dat 'n werknemer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, mag verskaf.

(2) Ondanks die bepalings van subklousule (1) en op voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens klousule 4, 5 en 11 hiervan geregtig sou gewees het, moet die werknemers vir wie daar in hierdie Ooreenkoms voorsiening gemaak word, ingesluit word in enige aansporingskema wat kragtens klousule 5 van die Hoof-ooreenkoms van die Raad ingevoer mag word.

8. KONTRAK VIR SLEGS ARBEID.

Geen werkgever mag werk op 'n kontrakgrondslag vir slegs arbeid uitbestee nie. Geen werknemer mag werk op sodanige grondslag verrig nie. Die bepalings van hierdie klousules is van toepassing ondanks die feit dat die werkgever of werknemer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, mag verskaf.

9. BETALING VAN LONE, TOELAES EN OORTYDBESOLDIGING.

- (1) (a) Lone, oortydbesoldiging en alle ander besoldiging wat verskuldig is, moet weekliks in kontant betaal word en wel nie later nie as 4.45 nm. op Vrydae of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.
- (b) Betaling mag egter voor Vrydag geskied indien die werkgever en die werknemer daarmee instem en mits die werkgever die Raad daarvan verwittig. Wanneer Vrydag 'n vakansiedag in die Bounywerheid is, moet betaling op die vorige Donderdag geskied. In die geval waar hierdie sub-

of non-compliance with this sub-clause, on termination of employment, an employer shall pay such an employee all wages, allowances and other remuneration right up to the time such payment is made in respect of every working hour or part of working hour from the time of termination of employment till the time of final payment.

(c) Unskilled labourers shall be paid their wages in envelopes accompanied by a statement giving particulars of how the amount concerned is arrived at.

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

10. DAYS AND HOURS OF WORK.

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

- (a) for more than 45 hours in any one week or for more than 9 hours in any one day, in the case of an unskilled labourer engaged on the loading or unloading of goods;
- (b) for more than 44 hours in any one week or more than 8 hours 48 minutes in any one day, in the case of all other employees;
- (c) for longer than 5 hours without a break of at least 1 hour.

11. OVERTIME.

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

(2) Any employee who is required to work any time outside the hours as prescribed in Clause 10 of this Agreement shall be paid—

- (a) at the ordinary rate of wages plus the holiday fund allowance prescribed for the class of employee concerned in Clause 6, for the first one hour overtime worked per day from Mondays to Fridays, and
 - (b) at one-and-a-quarter times his ordinary rate of wages for all overtime in excess of one hour per day from Mondays to Fridays, and for any overtime worked up to noon on a Saturday.
- (3) An employee's ordinary hours of work plus overtime shall not exceed 56 hours per week.

12. TERMINATION OF EMPLOYMENT.

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

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

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

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

13. LATRINES.

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

14. ADMINISTRATION OF AGREEMENT.

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

15. EXEMPTIONS.

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

klausule by diensbeëindiging nie nagekom word nie, moet 'n werkgewer sodanige werknemer alle lone, toelaes en ander besoldiging tot op die tyd waarop sodanige betaling geskied, betaal ten opsigte van elke werkuur of gedeelte van 'n werkuur vanaf die tyd van diensbeëindiging tot die tyd van finale betaling.

(c) Ongeskoolde arbeiders moet hul lone ontvang in koevert wat vergesel gaan van 'n staat wat besonderhede verstrek oor hoe die betrokke bedrag bereken is.

(2) Behoudens klousule 16, mag geen bedrag van enige aard van die bedrae wat ten opsigte van lone, oortydverdienste en/of enige ander vorm van besoldiging aan 'n werknemer verskuldig is, afgetrek word nie, met uitsondering van dié bedrag wat 'n werkgewer kragtens of ingevolge 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek.

10. WERKDAE EN WERKURE.

Behoudens die bepalings van klousule 11, mag 'n werkgewer nie van 'n werknemer, uitgesonderd 'n werknemer wat persele patroleer en eiendom bewaak, vir wie lone in klousule 4 voorgeskryf word, vereis of hom toelaat om soos volg te werk nie en mag geen werknemer soos volg werk nie:—

- (a) Vir meer as 45 uur in 'n bepaalde week of vir meer as 9 uur op 'n bepaalde dag, in die geval van 'n ongeskoolde arbeider wat goedere op- of aflaai;
- (b) vir meer as 44 uur in 'n bepaalde week of vir meer as 8 uur 48 minute op 'n bepaalde dag, in die geval van alle ander werknemers;
- (c) vir langer as 5 uur sonder 'n pouse van minstens 1 uur.

11. OORTYDWERK.

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie. Toestemming om oortyd te werk aan noodsaaklike dienste, moet vooraf skriftelik deur die werkgewer van die Raad verkry word, behalwe in noodgevalle, wanneer die werkgewer binne vier uur nadat sodanige noodgeval ontstaan het, dit aan die plaaslike komitee van die Raad in die betrokke gebied moet rapporteer.

(2) 'n Werknemer van wie vereis word om buite die ure voorgeskryf in klousule 10 van hierdie Ooreenkoms, te werk, moet soos volg betaal word:—

- (a) Teen die gewone loon plus die vakansiefondstoelae wat in klousule 6 vir die betrokke klas werknemer voorgeskryf word, vir die eerste uur oortyd gewerk per dag van Maandag tot Vrydag; en
- (b) teen een en 'n kwart maal sy gewone loon vir alle oortyd langer as een uur per dag gewerk van Maandag tot Vrydag en vir alle oortyd gewerk tot om 12-uur middag op 'n Saterdag.

(3) 'n Werknemer se gewone werkure plus oortydwerk mag nie meer as 56 uur per week beloop nie.

12. DIENSBEËINDIGING.

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

(2) 'n Werkgewer mag aan 'n werknemer twee werkdade se loon betaal in plaas van die kennisgewing waarop die werknemer geregtig is.

(3) 'n Werknemer kan aan sy werkgewer twee werkdade se loon betaal in plaas van die kennisgewing waarop sodanige werkgewer geregtig is.

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

13. LATRINES.

Werkgewers moet behoorlike sanitêre geriewe vir Blankes en nie-Blankes afsonderlik op alle werkplekke verskaf, en waar daar rioolaansluitpunte bestaan, moet die latrines daarby aangesluit word voordat daar met die werk begin word en moet sodanige latrines aan die munisipale verordeninge voldoen. In ander gevalle waar stelsels gebruik moet word, moet daar daaglikse behoorlike toesig gehou word ten einde sindelikeheid te verseker. Die bepalings van hierdie klousule in verband met die aansluiting van latrines by rioolpunte is nie van toepassing nie in die munisipale gebied van Pretoria, waar die verordeninge in verband met tydelike latrines in ag geneem moet word.

14. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms, en hy mag menings wat nie met die bepalings daarvan onbestaanbaar is nie, vir die leiding van die werkgewers en die werknemers uitspreek, en alle sake waarvoor 'n subkomitee moet of mag beslis, kan deur 'n persoon wat deur so 'n beslissing veronreg is, by wyse van appèl na die Raad verwys word.

15. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede skriftelik vrystelling van die bepalings van hierdie Ooreenkoms aan enige persoon of persone verleen.

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

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

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

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

16. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct weekly from the earnings of each of his employees falling within Clause 4 (1), an amount of $\frac{1}{2}$ cent per week and to the amount so deducted shall add an equal amount and forward monthly, on or before the 15th of the month following that in respect of which such deductions have been made, the total sum to the Secretary of the Industrial Council together with the prescribed form which may be obtained from the Council, showing how these amounts have been arrived at.

17. AGENTS.

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

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

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

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

18. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) No work shall be performed in the Industry during the periods stated hereunder:—

- Between 4.54 p.m. on the 11th December, 1964, and 7.06 a.m. on the 4th January, 1965;
- between 4.54 p.m. on the 10th December, 1965, and 7.06 a.m. on the 3rd January, 1966;
- between 4.55 p.m. on the 9th December, 1966, and 7.06 a.m. on the 2nd January, 1967.

(2) No employer shall require any employee to perform, and no employee shall perform any work in the Industry during the holiday period prescribed in sub-clause (1) nor on Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day.

19. EXHIBITION OF AGREEMENT.

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

20. EMPLOYMENT OF JUVENILES.

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

21. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry, who has not already done so in pursuance of any other Agreement administered by the Council, shall within three months at the date of coming into operation of this Agreement, forward to the Secretary of the Council the following particulars:—

- His full name;
- his business address;
- the trade or trades which he is carrying on in the Industry.

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

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens hierdie klousule verleen is, die voorwaarde stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone, enige vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

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

(4) Die Raad mag 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgewer moet hom hou aan die gewysigde voorwaardes wat ooreenkomstig hierdie klousule deur 'n vrystellingsertifikaat geskep is.

16. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks van die loon van elkeen van sy werknemers wat binne die bestek van klousule 4 (1) val, 'n bedrag van 'n half sent per week aftrek en by die bedrag aldus afgetrek, 'n bedrag voeg wat daaraan gelyk is en dit maandeliks voor of op die 15de van die maand wat volg op dié ten opsigte waarvan sodanige bedrae afgetrek is, aan die Sekretaris van die Nywerheidsraad stuur tesame met die voorgeskrewe vorm wat van die Raad verkry mag word en waarop getoon word hoe hierdie bedrae bereken is.

17. AGENTE.

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

- enige perseel of plek waarin die bounywerheid beoefen word, te eniger tyd te betree wanneer hy redelike gronde het om te vermoed dat enigeen daar werksaam is;
- om enigeen wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon wat hy dienstig ag, mondelings te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en van sodanige persone te vereis om te antwoord op die vrae wat gestel word;
- te vereis dat dié boeke, tydstaats, registers en dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgelê word, en om sodanige stukke te ondersoek, te inspekteer en afskrifte daarvan te maak.

(2) die agent kan, wanneer hy inspeksie- of ondersoekwerk verrig, 'n tolk met hom saamneem.

(3) Enigeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent al die fasiliteite verleen wat hierbo bedoel word.

18. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

- Tussen 4.54 nm. op 11 Desember 1964 en 7.06 vm. op 4 Januarie 1965.
- Tussen 4.54 nm. op 10 Desember 1965 en 7.06 vm. op 3 Januarie 1966.
- Tussen 4.54 nm. op 9 Desember 1966 en 7.06 vm. op 2 Januarie 1967.

(2) Geen werkgewer mag van 'n werknemer vereis om gedurende die vakansietydperk soos in subklousule (1) voorgeskryf of op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag te werk nie en geen werknemer mag aldus werk nie.

19. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale en in die vorm voorgeskryf by die regulasies wat kragtens die Wet uitgevaardig is, op 'n opvallende plek wat vir al sy werkgewers maklik toeganklik is, vertoon in elke werkwinkel, werkplek of werf waar hy sake verrig.

20. INDIENSNEMING VAN JEUGDIGES.

Geen persone onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

21. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer in die Nywerheid wat dit nie alreeds ingevolge 'n ander Ooreenkoms, wat deur die Raad geadmistreer word, gedoen het nie, moet binne drie maande vanaf die datum waarop hierdie Ooreenkoms in werking tree, die volgende besonderhede aan die Sekretaris van die Raad stuur:—

- Sy volle naam;
- sy besigheidsadres;
- die ambag of ambagte wat hy in die Nywerheid beoefen.

(b) Die besonderhede wat ingevolge paragraaf (a) van hierdie subklousule vereis word, moet ook deur alle werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, verstrek word binne een maand vanaf die datum waarop hulle met hul werksaamhede begin.

(c) Waar die werkgewer 'n vennootskap of 'n maatskappy is, moet die inligting wat by paragraaf (a) van hierdie subklousule vereis word, ten opsigte van elke vennoot, direkteur,

The title under which the partnership or company is operating shall also be furnished.

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

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

22. GENERAL.

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

SIGNED at JOHANNESBURG, on behalf of the parties to the Council on the 8th JULY, 1964.

F. L. A. BUCHANAN,
Chairman of the Council.
H. F. TYLER,
Vice-Chairman of the Council.
T. J. MARCHAND,
Secretary of the Council.

No. R.1635.] [23rd October, 1964.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries published under Government Notice No. R.1634 of the 23rd October, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
Minister of Labour.

No. R.1636.] [23rd October, 1964.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST-OF-LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE NO. 43 OF 1942, AS AMENDED.

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation *four* of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Building and Monumental Masonry Industries published under Government Notice No. R.1634 of the 23rd October, 1964.

A. E. TROLLIP,
Minister of Labour.

ens., verstrek word. Die naam waaronder die vennootskap sake doen, moet ook verstrek word.

(2) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers soos in subklousule (1) hiervan bedoel.

(3) Elke geregistreerde werkgewer moet die Raad binne veertien dae skriftelik verwittig van enige verandering in die besonderhede wat by registrasie verstrek is.

22. ALGEMEEN.

Geen werkgewer of werknemer mag van die bepalinge van hierdie Ooreenkoms afwyk nie afgesien daarvan of genoemde bepalinge 'n voordeel skep vir of 'n verpligting plaas op die betrokke werkgewer of werknemer, al dan nie. Elke bepaling, subklousule of klousule skep 'n reg of verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van die ander bepalinge. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of the Minister betref, hetsy voordat of nadat hierdie Ooreenkoms kragtens die bepalinge van die Wet deur die Minister in die *Staatskoerant* gepubliseer is, raak dit hoegenaamd nie die ander bepalinge van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Namens die partye by die Raad op 8 Julie 1964 te Johannesburg onderteken.

F. L. A. BUCHANAN,
Voorsitter van die Raad.
H. F. TYLER,
Ondervoorsitter van die Raad.
T. J. MARCHAND,
Sekretaris van die Raad.

No. R.1635.] [23 Oktober 1964.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BOU- EN MONUMENTKLIPMESSSEL- NYWERHEID, TRANSVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid gepubliseer by Goewermmentskennisgewing No. R.1634 van 23 Oktober 1964, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

No. R.1636.] [23 Oktober 1964.

WET OP OORLOGSMAATREËLS, 1940

OPSKORTING VAN REGULASIES OP LEWENS- KOSTETOELAES GEPUBLISEER BY OORLOGS- MAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.

BOU- EN MONUMENTKLIPMESSSELNYWER- HEID, TRANSVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie *vier* van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalinge van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bou- en Monumentklipmesselnywerheid wat by Goewermmentskennisgewing No. R.1634 van 23 Oktober 1964 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

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