

BUITENGEWONE



EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

THE UNION OF SOUTH AFRICA

Government Gazette

[As 'n Nuusblad by die Poskantoor Geregistreer.]

[Registered at the General Post Office as a Newspaper.]

VOL. CLXI.]

PRYS 6d.

PRETORIA,

11 AUGUSTUS
11 AUGUST

1950.

PRICE 6d.

[No. 4442

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

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

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1964.] [11 Augustus 1950.
NYWERHEID-VERSOENINGSWET, 1937.

BOU- EN MONUMENTKLIPMESSSELWERKNYWERHEDE, TRANSVAAL. — VAKANSIEFONDS OOREENKOMS.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Bou- en Monumentklipmesselwerknierhede, Transvaal, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op die 7de dag van Januarie 1952, bindend is vir die werkgewers en werkgewersorganisasies en vakverenigings wat genoemde ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasies of daardie verenigings;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van die genoemde Wet, dat die bepalings vervat in klousules 1 en 3 tot en met 13 van die genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op die 7de dag van Januarie 1952, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrikte Johannesburg, Germiston, Benoni, Boksburg, Springs, Brakpan, Nigel en Heidelberg (Transvaal), die gebied binne 'n omtrek van 30 myl van die hoofposkantoor, Krugersdorp, die gebied binne 'n omtrek van 20 myl van die hoofposkantoor Vereeniging, die gebied binne 'n omtrek van 10 myl van die hoofposkantoor, Klerksdorp, die gebied binne 'n omtrek van 10 myl van die hoofposkantoor, Potchefstroom, die gebied binne 'n omtrek van 10 myl van die hoofposkantoor, Middelburg (Transvaal), en die gebied binne 'n omtrek van 10 myl van die hoofposkantoor, Witbank; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 en 3 tot en met 13 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 1964.] [11 August 1950.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL.—HOLIDAY FUND AGREEMENT.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, Transvaal, shall be binding from the second Monday after the date of publication of this notice, and for the period ending the 7th day of January, 1952, upon the employers and employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 and 3 to 13 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 7th day of January, 1952, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial Districts of Johannesburg, Germiston, Benoni, Boksburg, Springs, Brakpan, Nigel and Heidelberg (Transvaal), the area within a 30 mile radius from the General Post Office, Krugersdorp, the area within a 20 mile radius from the General Post Office, Vereeniging, the area within a 10 mile radius from the General Post Office, Klerksdorp, the area within a 10 mile radius from the General Post Office, Potchefstroom, the area within a 20 mile radius from the General Post Office, Pretoria, the area within a 10 mile radius from the General Post Office, Middelburg (Transvaal), and the area within a 10 mile radius from the General Post Office, Witbank; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg, Germiston, Benoni, Boksburg, Springs, Brakpan, Nigel and Heidelberg (Transvaal), the area within a 30 mile radius from the General Post Office, Krugersdorp, the area

die tydperk wat eindig op die 7de dag van Januarie 1952, in die magistraatsdistrikte Johannesburg, Germiston, Benoni, Boksburg, Springs, Brakpan, Nigel en Heidelberg (Transvaal), die gebied binne 'n omtrek van 30 myl van die hoofposkantoor Krugersdorp, die gebied binne 'n omtrek van 20 myl van die hoofposkantoor Vereeniging, die gebied binne 'n omtrek van 10 myl van die hoofposkantoor Klerksdorp, die gebied binne 'n omtrek van 10 myl van die hoofposkantoor Potchefstroom, die gebied binne 'n omtrek van 10 myl van die hoofposkantoor Middelburg (Transvaal), en die gebied binne 'n omtrek van 10 myl van die hoofposkantoor Witbank *mutatis mutandis* van toepassing is ten opsigte van persone in diens van genoemde nywerheid wat nie by die woordbepaling van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

NYWERHEIDSRaad VIR DIE BOUNYWERHEID (TRANSVAAL).

OOREENKOMS

kragtens die bepalings van die Nywerheid-versoeningswet, soos gewysig, gesluit en aangegaan deur die—

„Master Builders' and Allied Trades Association (Witwatersrand)”,
„Pretoria Master Builders' and Allied Trades Association”,
W. R. Barker (Pty.), Ltd., Johannesburg,
W. R. Barker (Pty.), Ltd., Pretoria,
L. Cannata & Son, Johannesburg,
Cannata Monumentalists, Johannesburg,
Harmsens Granite Works (Pty.), Ltd., Johannesburg,
Pioneer Granite Works, Ltd., Johannesburg,
J. B. Riley, Johannesburg,
Robertson's Architectural and Monumental Stone Works (Pty.), Ltd., Johannesburg,
S.A. Monumental Works, Johannesburg,
G. T. Taylor, Johannesburg,
A. Trevenen, Johannesburg,
A.V.B.O.B., Pretoria,
Higgo Bros., Pretoria,
Nell Gebrs., Pretoria,
Sinclair & Kie., Ltd., Pretoria,
Pretoria Granite Industries, Pretoria
(hierna genoem „die werkgewers” of „die werkgewers-organisaties”), aan die een kant, en die
„Amalgamated Society of Woodworkers of South Africa”,
„Building Workers' Industrial Union of South Africa”,
„Operative Plasterers' Trade Union of South Africa”,
„South African Operative Masons' Society”
(hierna genoem „die werknemers” of „die vakverenigings”), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die gebied Transvaal, soos vasgestel in klousule 3, nagekom word deur alle werkgewers en werknemers in die Bounywerheid en die Monumentklippesselwerknywerheid wat lede is van die werkgewers-organisaties en die vakverenigings: Met dien verstande dat dit—

- slegs op vakleerlinge van toepassing is vir sover dit nie strydig met die bepalings van die Wet op Vakleerlinge, 1944, is nie, ook nie met 'n kontrak kragtens daardie Wet aangegaan of met voorwaardes kragtens daardie Wet vasgestel nie;
- nie op ongeskoolde arbeiders en bedieners van betonmengers, mortel- of dergelike masjiene van toepassing is nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Die Ooreenkoms tree in werking op die datum wat deur die Minister vasgestel word en bly van krag tot 7 Januarie 1952.

3. WOORDBEPALING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet, en elke verwysing na 'n wet sluit elke wysiging van daardie wet in en voorts, tensy dit in stryd is met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig;
- „vakleerling”, 'n werknemer wat in diens is kragtens 'n skriftelike vakleerlingkontrak wat geregistreer is, of beskou word as geregistreer beskou word te wees, kragtens die bepalings van die Wet op Vakleerlinge, 1944;
- „Nywerheid”, die Bounywerheid en die Monumentklippesselwerknywerheid;

within a 20 mile radius from the General Post Office, Vereeniging, the area within a 10 mile radius from the General Post Office, Klerksdorp, the area within a 10 mile radius from the General Post Office, Potchefstroom, the area within a 20 mile radius from the General Post Office, Pretoria, the area within a 10 mile radius from the General Post Office, Middelburg (Transvaal), and the area within a 10 mile radius from the General Post Office, Witbank, and from the second Monday after the date of publication of this notice and for the period ending the 7th day of January, 1952, the provisions contained in clauses 1 and 3 to 13 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee” contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL).

AGREEMENT

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

Master Builders' and Allied Trades Association (Witwatersrand),
Pretoria Master Builders' and Allied Trades Association,
W. R. Barker (Pty.), Ltd., Johannesburg,
W. R. Barker (Pty.), Ltd., Pretoria,
L. Cannata & Son, Johannesburg,
Cannata Monumentalists, Johannesburg,
Harmsens Granite Works (Pty.), Ltd., Johannesburg,
Pioneer Granite Works, Ltd., Johannesburg,
J. B. Riley, Johannesburg,
Robertson's Architectural and Monumental Stone Works (Pty.), Ltd., Johannesburg,
S.A. Monumental Works, Johannesburg,
G. T. Taylor, Johannesburg,
A. Trevenen, Johannesburg,
A.V.B.O.B., Pretoria,
Higgo Bros., Pretoria,
Nell Bros., Pretoria,
Sinclair & Co., Ltd., Pretoria,
Pretoria Granite Industries, Pretoria
(hereinafter referred to as “the employers” or “the employers' organisations”), of the one part, and
Amalgamated Society of Woodworkers of South Africa,
Building Workers' Industrial Union of South Africa,
Operative Plasterers' Trade Union of South Africa,
South African Operative Masons' Society
(hereinafter referred to as “the employees” or “the trade unions”), of the other part,
being the parties to the Industrial Council of the Building Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Building Industry and Monumental Masonry Industries in the area of the Transvaal as defined in clause 3 by all employers and employers' organisations and trade unions which entered into this Agreement and upon the employers and employees who are members of these organisations and trade unions provided that they shall—

- apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;
- not apply to unskilled labourers and operators of concrete mixers, mortar or similar machines.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force until the 7th January, 1952.

3. DEFINITIONS.

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

- “Act” means the Industrial Conciliation Act, 1937, as amended;
- “apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944;
- “Industry” means the Building Industry and the Monumental Masonry Industry;

(4) „Bouwywerheid”, sonder om die gewone betekenis van die uitdrukking in 'n enkel opsig te beperk, die Nywerheid waarin werkgewer en werknemer verbind is vir die doel van oprigting, voltooiing, hernuwing, herstel, onderhoud en verbouing van geboue en bouwerke en/of vervaardiging van artikels wat gebruik word vir die oprigting, voltooiing, of verbouing van geboue en bouwerke, ditsy die werk verrig, die materiaal berei, of die benodigde artikels op die terrein van die geboue of bouwerke of elders gemaak word en dit sluit alle werk in wat deur persone daarin gedoen of uitgevoer word, maar nie klerklike werknemers en administratiewe personeel, of die bedrading van, of die installering in, geboue van verligting-, verwarmings- of ander vaste elektriese toebehore of die herstel of onderhoud van hysers in geboue nie:—

„asfaltwerk”, ook die bedekking van vloere, plat en/of skuins dakke, waterdigmaak, of vogdigmaak van kelders of fondamente, ditsy met of sonder voorbereide rolle dakbedekkingsmateriaal of asfaltplate met of sonder geglaasde oppervlaktes, met of sonder gebruik van teer, macadam, neuchatel, limmer of enige ander soort soliede of halfsoliede asfalt, mastiek of emulsie-asfalt of bitumen, of dit warm of koud op daardie dakke, vloere, kelders of fondamente aangebring word of nie;

„messelwerk”, ook betonwerk, die lê van betonblokke of -plate, beteëling van mure en vloere, voegwerk in messelwerk, puntwerk, plaveiwerk, mosaïekwerk, sigwerk in leiklip, in marmer en in komposisie, rioolaanleg, lei-dekking, dakpandekking en sementkalfater van aarde-werkriole;

„verniss”, ook vernis met 'n kwas of kussinkie, en spuit van komposisie;

„ruite insit”, ook die sny en/of aanbring van alle soorte glas of ander soortgelyke produkte in spinnings wat gemaak is in hout- of metaaldeure, -vensters, -rame of soortgelyke vaste toebehore en alle bybehorende werksaamhede;

„skrynerwerk”, ook die aanbring van alle houttoebehore en die vervaardiging van alle skrynerwerkartikels wat by daardie aanbring behoort, of die artikel wat gebruik word deur die persoon wat dit vervaardig of voorberei het, in die gebou of bouwerk aangebring word of nie, en dit sluit in muurkaste, kombuis-kaste of ander vaste kombuistoebere wat as 'n vaste deel daarvan by die gebou behoort;

„glas-in-lood”, ook die vervaardiging en/of aanbring van glas in lood en/of ander metale, van ligte en reklame-tokens (maar nie die elektriese monterings wat daarby behoort nie) en die insit van glas in verband daarmee;

„klipmesselwerk”, ook klipkap en klipbouwerk (ook die kap en bou van klipwerk vir versiering, monumente en gedenktekens) betonwerk en die aanbring of bou van voorafgevoormde of kunsklip of marmer, plaveiwerk, mosaïekwerk, puntwerk, beteëling van mure en vloere, bediening van 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, buigbare sny-, afwerk- of ander klipbewerkingmasjinerie, maar nie klippoleermasjinerie nie, en die skerpmaak van klipmesselaarsgereedskap, of die artikel wat gebruik word deur die persoon wat dit vervaardig of voorberei het, in die gebou of bouwerk aangebring word of nie;

„metaalwerk”, ook die aanbring van staalplafonne, metaal-vensters, bousmeewerk, metaalrame en metaaltrappe en boukundige metaalwerk, die vervaardiging en/of aanbring van getrokke metaal en metaalplaat en uitgedrukte metaal, of die artikel wat gebruik word deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

„skilderwerk”, ook versierwerk, behanging, ruite insit, distemper, witkalk en kleurkalk, beite, vernis, houtvlamwerk en marmerwerk en spuit, letterskilder en muur-versiering, die gebruik van teer en sy produkte en ook skuurpapierbewerking en alle voorbereidende werk in verband met die voornoemde werksaamhede, skuurpapierbewerking van mure en houtwerk, opvol van barste in mure en stopverfvulling van houtwerk;

„pleisterwerk”, ook modelleer, modelle maak, gietvorms maak, afgietsels van gietvorms maak, maak en aanbring van pleisterwerkplafonne en veselpleister en ander same-stellings, granoliet-, terrazzo- en komposisievloere lê, komposisiemuurbedekking en polering, bediening van 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, buigbare sny- en afwerkingsmasjien, voorafgevoormde en kunsklipwerk, beteëling van mure en vloere, plaveiwerk en mosaïekwerk, metaallatwerk, akkoestiespuitwerk en alle handelings wat behoort by die voltooiing van mure en plafonne, of die persoon wat die artikel gemaak of voorberei het, dit in die gebou of bouwerk aanbring of nie;

„loodgieterswerk”, ook hardsoldeer en las, loodsweswerk, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfater, lugreëling, aanleg van verwarmings-toestelle, warm en koue water, brandblusinstallering en die vervaardiging en aanbring van alle metaalplaatwerk, of die artikel wat gebruik word deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

„winkel-, kantoor- en bankuitrusting”, ook die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstallkaste, toonbanke, afskortings en binnemonterings en -toebere;

(4) „Building 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 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 sub-divisions 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 base-ments 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 brickwork, 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;

joinery, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fitting 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 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, builder's 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, distemping, lime and colour washings, staining, varnishing, graining and marbling and spraying, signwriting and wall decoration, 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 of 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 articles 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 articles used;

shop, office and bank fittings, which includes the manu-facture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

„staalversterking en/of staalbouwerk”, ook die aanbring van alle soorte staal- en/of ander metaalpilare, -hoofbalke, -dwarsbalke, plate, of metaal in elke vorm wat deel van 'n gebou of bouwerk vorm;

„houtbewerking”, ook timmerwerk, fineerhoutpaneelwerk en polering en skuurpapierbewerking daarvan, houtbewerkingsmasjienwerk, houtdraaiwerk, houtsnijwerk, aanbring van sinkplate, geluid- en akkoestiek materiaal, kurken asbesisolering, houtlatte, komposisie, plafon- en muurbedekking, mure boor en proppe insit; houtwerk met metaal bedek, blokkiesvloere en ander vloere met inbegrip van hout, linoleum, rubberkomposisie, vloerbekleding op asfaltlae of kurk, met inbegrip van die skuurpapierbewerking daarvan, bediening van 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, buigbare afsny- of afwerk- en poleermasjien, beplanking en/of voorbereiding van vorms of gietvorms vir beton, of die artikel wat gebruik word deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie; Met dien verstande ewewel dat die lê van linoleum deur 'n leweransier, wie se besigheid onder die kommersiële distribusiebedryf val, van hierdie woordbepaling uitgesluit is wanneer die lê by die verkoop van daardie linoleum behoort en nie deel uitmaak van die regstreekse koste vir die klant nie;

(5) „Raad”, die Nywerheidsraad vir die Bounywerheid (Transvaal), geregistreer kragtens artikel *negentien* van die Nywerheids-versoeningwet, 1937, soos gewysig;

(6) „voortdurende toesig”, binne dié afstand van die werk waarop toesig gehou moet word, bly, sodat alle besonderhede van daardie werk waargeneem kan word;

(7) „bouwerk”, ook mure, grens-, tuin- en steunmure, monumente, grafstene en grafgedenktekens van allerlei aard;

(8) „gebied Transvaal”, die magistraatsdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs, tesame met 'n gebied binne 'n omtrek van 30 myl van die hoofposkantoor op Krugersdorp; die gebied binne 'n omtrek van 20 myl van die hoofposkantoor op Vereeniging; die gebiede binne 'n omtrek van 10 myl onderskeidelik van die hoofposkantore op Klerksdorp en Potchefstroom; die gebied binne 'n omtrek van 20 myl van die hoofposkantoor op Pretoria, en die gebiede binne 'n omtrek van 10 myl onderskeidelik van die hoofposkantore op Witbank en Middelburg;

(9) „ongeskoolde arbeider”, 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(a) klippe of grond uitgraaf of uithaal vir fondamente, slote, riole, kanale;

(b) klip en grond wat uitgegraaf is, verwyder;

(c) materiale inskep in, of uithaal uit, mortel- of betonmengmasjiene en mortel of beton met skopgrawe met die hand meng;

(d) materiaal laai of aflaai;

(e) mortel, bakstene, klippe, beton of ander materiaal dra;

(f) gebruikte bakstene skoonmaak;

(g) witkalkwerk aan en die gebruik van teer of soortgelyke produkte op geboue en latrines wat deur Naturelle bewoon of gebruik word, en ru-hout soos dwarsbalke en onderkante van vloere, met dien verstande ewewel dat witkalkwerk aan geboue en/of latrines gedurende hul oprigting, of binne sesig dae na die voltooiing van 'n gebou, van hierdie woordbepaling uitgesluit is;

(h) groewe en gate in mure kap vir afvoerkanale, beton en baksteenwerk boor;

(i) staalversterkingsmateriaal met draad verbind, daardie materiaal buig en bymekaarmaak, oprig en vasmaak onder voortdurende toesig van 'n vakman, soos voorgeskryf in subklousule (6) hiervan;

(j) oprigting van steiers onder voortdurende toesig van 'n vakman, soos voorgeskryf in subklousule (6) hiervan;

(k) bediening van poleermasjinerie en treksae, behalwe 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, buigbare sny- en afwerkmasjiene onder voortdurende toesig van 'n vakman, soos voorgeskryf in subklousule (6) hiervan;

(l) beton gladstryk en bediening van 'n betonvibreermasjien onder voortdurende toesig van 'n vakman, soos voorgeskryf in subklousule (6) hiervan;

(m) skroefdrade aan pype sny onder die voortdurende toesig van 'n vakman, soos voorgeskryf in subklousule (6) hiervan;

(n) (i) pleister van staal- of houtoppervlaktes in nuwe geboue verwyder voordat hulle geskilder word;

(ii) gegalvaniseerde oppervlaktes met oplossings skoon was, mits geen borsels, blaaslampe of verfverwyderaars gebruik word nie;

(iii) roes en skilfers van yster- of staaloppervlaktes verwyder, mits geen chemikalieë gebruik word nie;

(iv) dakke wat al eerder geverf was, skoonmaak, met inbegrip van met draadborsels bewerk, voordat hulle geskilder word;

(v) los en geskilferde verf verwyder van dakgeute, reënwaterpype en ander oppervlaktes, mits geen blaaslamp of verfverwyderaar gebruik word nie;

(vi) geskoolde vakmanne help met skoonmaak, of afwas van oppervlaktes, mits geen gereedskap wat gewoonlik deur skilders gehanteer word, gebruik, of vakmanswerk deur die ongeskoolde arbeider verrig word nie;

(vii) skoon skraap en skoonvryf van oppervlaktes wat reeds eerder gewitkalk was, maar nie herstel van die oppervlaktes nie;

steel reinforcing 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;

(5) “Council” means the Industrial Council of the Building Industry (Transvaal) registered in terms of section *nineteen* of the Industrial Conciliation Act, 1937, as amended;

(6) “constant supervision” means remaining within such a distance of the work to be supervised that all details of such work can be observed;

(7) “structure” includes walls, boundary, garden and retaining walls, monuments, gravestones and cemetery memorials of all types;

(8) “Transvaal Area” means the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs, together with an area within a radius of 30 miles of the General Post Office at Krugersdorp; the area within a radius of 20 miles of the General Post Office at Vereeniging; the area within a radius of 10 miles from the General Post Offices of Klerksdorp and Potchefstroom respectively; the area within a 20-mile radius from the General Post Office, Pretoria; and the area within a radius of 10 miles from the General Post Offices of Witbank and Middelburg respectively;

(9) “unskilled labourer” means an employee engaged on any or all of the following operations:—

(a) Digging or taking out stone or soil for foundations, trenches, drains, channels;

(b) removing excavated stone and soil;

(c) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand with shovels;

(d) loading or unloading materials;

(e) carrying mortar, bricks, stone, concrete or other materials;

(f) cleaning used bricks;

(g) lime washing and the use of tar or similar products on buildings and latrines occupied and used by natives and rough timber such as joists and underside of floors, provided, however, that lime washing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;

(h) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;

(i) binding or tying with wire, steel re-inforcing materials and cutting, bending and assembling, erecting and fixing such materials under constant supervision of an artisan as prescribed in sub-clause (6) hereof;

(j) scaffold erecting under constant supervision of an artisan as prescribed in sub-clause (6) hereof;

(k) operating stone polishing machinery and swing saws, other than a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine under the constant supervision of an artisan, as prescribed in sub-clause (6) hereof;

(l) levelling concrete and operating a concrete vibrator under the constant supervision of an artisan, as prescribed in sub-clause (6) hereof;

(m) threading of piping under the constant supervision of an artisan, as prescribed in sub-clause (6) hereof;

(n) (i) removing plaster from steel or wood surfaces in new building prior to painting;

(ii) washing down new galvanised surfaces with solutions provided brushes, blowlamps or paint remover is not used;

(iii) removing rust and scale from iron or steel surfaces, provided no chemicals are used;

(iv) cleaning down previously painted roofs including wire-brushing prior to repainting;

(v) removing loose and flaking paint from gutters, downpipes or other surfaces, provided a blowlamp or paint remover is not used;

(vi) assisting skilled artisans on the cleaning or washing down of any surfaces, provided that no tools ordinarily employed by painters are used or artisan's work is done by the unskilled labourer;

(vii) scraping and rubbing down previously limewashed surfaces and not to include repairing of surfaces;

(viii) skuurpapier van 'n graad wat nie fyner as Oaky se No. Sterk 2, of 'n gelyke fynheid, is nie, kan vir bogenoemde skoonmaakwerkzaamhede gebruik word, maar geen ander borsels as skrobbersels of draadborsels mag gebruik word nie;

(o) vakmanne help waar dit nodig is, maar nie verrigting van geskoolde werk nie,

(10) „werkdag”, elke dag behalwe Saterdag, Sondag, Goeie-Vrydag, Paasmaandag, Meidag (as die 1ste Mei op 'n Saterdag of 'n Sondag val, dan die eersvolgende Maandag) en die jaarlikse verlof wat in klousule 4 van hierdie Ooreenkoms voorgeskrif word;

(11) „oortyddiens”, alle werk wat verrig word tussen die gewone werkure vir 'n werknemer voorgeskrif in 'n Ooreenkoms gepubliseer kragtens artikel agt-en-veertig van die Wet;

(12) „monumentklippemesselwerknywerheid”, die nywerheid waarin die werkgewer en werknemer verbonde is vir die doel van die vervaardiging en/of oprigting van grafstene of ander monumente op grafte en/of opbou van grafte;

(13) „Raad”, die Beheerraad wat kragtens artikel 6 (1) van hierdie Ooreenkoms ingestel is.

4. JAARLIKSE VERLOF EN VAKANSIEDAE.

Geen werkgewer mag werk in die nywerheid gedurende—

1950. Tussen 5 nm. op 15 Desember 1950 en 8 vm. op 8 Januarie 1951;

1951. Tussen 5 nm. op 14 Desember 1951 en 8 vm. op 7 Januarie 1952;

of op Goeie-Vrydag, Paasmaandag en Meidag (as die 1ste Mei op 'n Saterdag of Sondag val, dan die eersvolgende Maandag) elke jaar;

verrig nie, ook mag hy nie van 'n werknemer vereis of hom toelaat om werk gedurende die genoemde tydperke te verrig nie, en geen werknemer mag werk gedurende die genoemde tydperke onderneem of verrig nie, tensy die Raad se toestemming, wat by klousule 6 (1) voorgeskrif word, vooraf skriftelik verkry is.

5. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF EN VAKANSIEDAE.

(1) *Vakleerlinge.*—(a) Elke werkgewer moet elke vakleerling in sy diens op die laaste betaaldag voor die aanvang van die verloftyd wat in klousule 4 voorgeskrif word, die lone en lewenskostoeloes betaal wat daardie vakleerling sou verdien het as hy gedurende die genoemde verloftydperk vir sy werkgewer bly werk het.

(b) Ook moet 'n werkgewer elke vakleerling in sy diens lone en lewenskostoeloes betaal ten opsigte van Goeie-Vrydag, Paasmaandag, Meidag (as die 1ste Mei op 'n Saterdag of 'n Sondag val, dan die eersvolgende Maandag), wat daardie vakleerling sou verdien het as hy gedurende die genoemde dae vir sy werkgewer bly werk het. Daardie betaling moet gedoen word op die betaaldag wat volg op die vakansiedae wat in hierdie paragraaf voorgeskrif word.

(2) *Ander werknemers.*—(a) Benewens alle ander besoldiging waartoe 'n werknemer geregtig is kragtens 'n Ooreenkoms gepubliseer ingevolge artikel agt-en-veertig van die Wet, moet 'n werkgewer aan elke lid van die volgende klasse werknemers in sy diens die ondergenoemde bedrae betaal:—

Bediener van skuurpapierbewateringmasjiën en draaiskuurskyfmasjiën op vloere: 2½d.

Bediener van hyser: 2½d.

Bestuurder van 'n meganiese voertuig of stoomwa: 3d.

Leerlinge ingevolge Proklamasie No. 8 van 1946: 2½d.

Werknemers in alle ander vakke of werksaamhede: 4d.

(b) Die bedrae wat in paragraaf (a) voorgeskrif word, moet betaal word ten opsigte van elke uur of gedeelte van 'n uur wat in elke diensweek gewerk word: met dien verstande dat geen betaling geskied nie ten opsigte van oortyddiens of ure wat gewerk word op Saterdag, Sondag of die jaarlikse verlof en vakansiedae wat in klousule 4 voorgeskrif word.

6. BEHEER VAN DIE VERLOFFONDS.

(1) Die fonds wat kragtens subklousule (1) van klousule 7 gestig word, moet beheer word deur die beheerraad wat bestaan uit tien lede wat deur die Raad kragtens sy konstitusie aangestel word. Vir elke verteenwoordiger kan 'n plaasvervanger aangestel word.

Behoudens soos bepaal in klousule 13, moet die beheerraad voortgaan met die fonds te beheer ondanks ontbinding van die Raad en die lede van die beheerraad soos bestaande op die datum van daardie ontbinding, word vir daardie doeleindes as die lede van die beheerraad beskou: met dien verstande dat die Minister elke vakature wat ontstaan, na gelang van die geval van uit werkgewers of werknemers in die nywerheid kan vul ten einde eweredigheid van werkgewersvertenwoordigers en werknemersvertenwoordigers as lede van die beheerraad te verseker. Indien die beheerraad nie in staat is nie, of onwillig is om sy pligte te vervul, of wanneer 'n staking van stemme ontstaan wat na die mening van die Minister die beheer van die fonds onmoontlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die pligte van die beheerraad uit te oefen, en wat vir daardie doel al die bevoegdhede van die beheerraad sal hê.

(2) Die bepaling van die Raad se Konstitusie is *mutatis mutandis* van toepassing op die lede van die beheerraad, met dien verstande dat die beheerraad die bevoegdheid besit om reëls betreffende die beheer van die fonds te maak, te wysig en te verander wat nie in stryd met die bepaling van hierdie Ooreenkoms is nie en by die Raad kan aanbeveel om die bepaling van hierdie Ooreenkoms deur middel van 'n ooreenkoms kragtens die

(viii) sandpaper of a grade not finer than Oaky's No. Strong 2 or equivalent may be used for any of the above cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;

(o) assisting artisans wherever necessary, but not to perform skilled work;

(10) „working day” means any day other than Saturday, Sunday, Good Friday, Easter Monday, May Day (in the event of the 1st of May falling on a Saturday or Sunday then the first succeeding Monday) and the annual holiday prescribed in clause 4 of this Agreement;

(11) „overtime” means any work performed outside the ordinary hours of work, prescribed in any agreement published in terms of section forty-eight of the Act for an employee;

(12) „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;

(13) „board” means the management board appointed in terms of clause 6 (1) of this Agreement.

4. ANNUAL LEAVE AND HOLIDAYS.

No employer shall perform, require or allow an employee to perform work and no employee shall undertake or perform work in the Industry, unless the consent of the Council has first been obtained, in writing, during the periods—

1950. Between 5 p.m., 15th December, 1950, and 8 a.m., 8th January, 1951.

1951. Between 5 p.m., 14th December, 1951, and 8 a.m., 7th January, 1952.

Or on Good Friday, Easter Monday and May Day (in the event of the 1st May falling on a Saturday or Sunday then the first succeeding Monday) each year.

5. PAYMENT IN RESPECT OF ANNUAL LEAVE AND HOLIDAYS.

(1) *Apprentices.*—(a) Each employer shall pay to each apprentice in his employ on the last pay-day prior to the commencement of the holiday period referred to in clause 4, the wages and cost of living allowance which such apprentice would have earned if he had continued to work for his employer during the said holiday period.

(b) An employer shall also pay to each apprentice in his employ wages and cost of living allowance in respect of the following days, viz., Good Friday, Easter Monday, May Day (in the event of the 1st May falling on a Saturday or Sunday then the first succeeding Monday), which such apprentice would have earned if he had continued to work for his employer during the said days. Such payment shall be made on the pay-day following the holidays referred to in this paragraph.

(2) *Other Employees.*—(a) In addition to any other remuneration to which an employee shall be entitled under any agreement, published in terms of section forty-eight of the Act, an employer shall pay to each member of the following classes of employees employed by him the amounts set forth hereunder:—

Operator of a sandpapering and spinning machine on flooring: 2½d.

Operator of a hoist: 2½d.

Driver of a mechanical vehicle or steam wagon: 3d.

Learner in terms of Proclamation No. 8 of 1946: 2½d.

Employees in all other trades or occupations: 4d.

(b) The amounts referred to in paragraph (a) shall be paid in respect of each hour or part of an hour worked during each week of employment; provided that no payment shall be made in respect of overtime or hours worked on a Saturday, Sunday, or the annual leave and holidays referred to in clause 4.

6. ADMINISTRATION OF HOLIDAY FUND.

(1) The fund established in terms of sub-clause (1) of clause 7 shall be administered by a management board consisting of eight members appointed by the Council in terms of its constitution. An alternate may be appointed in respect of each representative.

Subject to the provisions of clause 13, the board shall continue to administer the fund notwithstanding the dissolution of the Council and the members thereof existing at the date of such dissolution shall be deemed to be members thereof for such purposes: Provided, however, that the Minister may fill any vacancy occurring from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the board. In the event of such board being unable or unwilling to discharge its duties, or a deadlock arising thereon 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 board and who shall possess all the powers of the board for such purposes.

(2) The provisions of the constitution of the Council shall apply *mutatis mutandis* to members of the board; provided that the board shall have the power to make, amend and alter rules governing the administration of the fund, not inconsistent with the provisions of this Agreement, and may recommend to the Council that it make, amend or alter any of the provisions

Wet te maak, te wysig of te verander. 'n Afskrif van die reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid voorgelê word.

(3) Die beheerraad moet 'n sekretaris aanstel wat bekend sal staan as die sekretaris van die fonds, asook dié verdere personeel wat vir die behoorlike administrasie van die fonds nodig kan wees.

(4) Die Raad kan plaaslike verteenwoordigers of plaaslike komitees kragtens artikel 9 van sy konstitusie aanstel om die beheerraad te help om die fonds te administreer. Op plaaslike komitees moet werkgewers en werknemers gelyk verteenwoordig wees en die bestek van hul magte en pligte word deur die Raad vasgestel.

(5) Die onkoste van die fonds moet betaal word uit die algemene fonds van die Raad.

7. STIGTING VAN VERLOFFONDS.

(1) 'n Fonds word gestig wat bekend sal staan as die Transvaalse Verloffonds vir die Bounywerheid en wat hierna „Die Fonds” genoem word.

(2) Die fonds bestaan uit geld wat daarvoor gekweek word uit die verkoop van bewyse kragtens subklousule (5) van klousule 8. Alle geld moet binne twee dae na ontvangs daarvan tot krediet van die fonds by 'n bank gestort word.

(3) Die geld van die fonds moet aangewend word vir betalings kragtens die bepalinge van subklousule (8) en subklousule (11) van klousule 8.

(4) Alle geld wat aan die fonds behoort, kan, na goeddunke van die beheerraad, van tyd tot tyd belê word in staatseffekte, of op vaste deposito of dadelik opvraagbaar by 'n bank of geregi-streerde bomaatskappy en rente wat uit daardie beleggings gekweek word, is verskuldig aan die algemene fonds van die Raad.

(5) Alle betalings uit die fonds moet gedoen word per tjek wat deur die voorsitter of ondervoorsitter van die beheerraad onder-teken is, of deur enige ander lid wat die beheerraad benoem, en moet medeonderteken word deur die sekretaris.

(6) Onderworpe aan die goedkeuring van die Raad word 'n ouditeur of ouditeurs deur die beheerraad aangestel; hulle moet die rekeninge van die fonds jaarliks ouditeer en uiterlik op 30 Junie 'n staat opstel wat aantoon—

(a) alle geld wat ontvang is;

(b) alle uitgawes wat aangegaan is gedurende die twaalf maande wat eindig op die voorgaande 31 Desember, tesame met 'n staat wat die bate en laste van die fonds aantoon. Ware afskrifte van die state wat deur die voorsitter van die Beheerraad medeonderteken moet word, en die ouditeur se verslae daaroor, moet vir insae op die Raad se kantoor beskikbaar gehou word. Gewaarmerkte afskrifte van sowel die state as die ouditeur se verslag daaroor, moet uiterlik op 30 Junie aan die Sekretaris van Arbeid gestuur word.

8. BETALINGS UIT DIE VERLOFFONDS.

(1) (a) Elke werkgewer moet van die besoldiging wat elke week aan elke lid van ondergenoemde klasse van sy werknemers verskuldig is, die ondergenoemde bedrae aftrek:—

	s. d.
Bediener van 'n skuurpapierbewerkingmasjien en draaiskuurskyfmasjien op vloere	9 0
Bediener van 'n hyser	9 0
Bestuurder van 'n meganiese voertuig of stoomwa	11 6
Werknemers in alle ander vakke of werksaamhede, behalwe vakleerlinge	14 4
Leerlinge ingevolge Proklamasie No. 8 van 1946 ...	8 6½

met dien verstande dat wanneer 'n werknemer in een week by twee of meer werkgewers in diens is, die kortings vir daardie week afgetrek moet word deur die werkgewer by wie hy gedurende daardie week die eerste vir minstens agt uur in diens was.

(b) Ten opsigte van 'n werknemer wat in 'n week van Maandag tot en met Vrydag minder as 8 uur vir 'n werkgewer werk, kan geen kortings afgetrek word nie. Indien 'n werknemer aldus minder as 8 uur vir 'n werkgewer werk, moet die werkgewer die genoemde werknemer die besoldiging wat in klousule 5 (2) van hierdie Ooreenkoms voorgeskryf word, onmiddellik kontant uitbetaal by beëindiging van sy diens, of, na gelang van die vroegste, die einde van die laaste werkdag van die week.

(2) Die werkgewer moet ten opsigte van die bedrae wat hy aldus kragtens subklousule (1) aftrek, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewys, wat deur hom gekanselleer is met die naam en adres van die firma, uitreik tot die waarde van dié bedrae, en elke werknemer moet daardie bewys in sy bydraeboekie wat hy self moet bewaar, inplak.

(3) 'n Werkgewer moet ten opsigte van elke werknemer in sy diens 'n duplikaatbydraeboekie op 'n veilige plek bewaar, en aan die einde van elke week die duplikaat van die bewys wat aan die werknemer kragtens subklousule (1) uitgereik is, inplak op die ruimte in daardie bydraeboekie waarop dieselfde datum ingevul is as dié waarop die bewys uitgereik is, met dien verstande dat die werkgewer uit daardie bydraeboekie elke bladsy moet uitskeur op die datum wat daarop aangetoon word en die bladsy binne drie dae per aangetekende pos aan die sekretaris van die beheerraad moet opstuur; voorts met dien verstande dat wanneer 'n werknemer te eniger tyd sy diens by hom beëindig, die werkgewer die bydraeboekie aan daardie werknemer moet oorhandig. Indien 'n werkgewer versuim om die werknemer se bydraeboekie by beëindiging van sy diens aan hom te oorhandig, moet 'n werkgewer daardie werknemer alle lone, toelae en ander besoldiging tot op die tydstop waarop 'n werkgewer daardie werknemer se bydraeboekie werklik aan hom oorhandig, uitbetaal ten opsigte van elke werkuur of gedeelte van 'n werkuur

of this Agreement by way of Agreement in terms of the Act. A copy of the rules and all amendments thereto shall be submitted to the Secretary for Labour.

(3) The board shall appoint a secretary who shall be known as the secretary of the fund, and such other staff as may be necessary for the proper administration of the fund.

(4) Local representatives or local committees may be established by the Council in terms of section 9 of its constitution to assist the board in the administration of the fund. Local committees shall be represented equally by employers and employees and their scope and functions shall be determined by the Council.

(5) The expenses of the fund shall be met from the general funds of the Council.

7. ESTABLISHMENT OF HOLIDAY FUND.

(1) There shall be established a fund to be known as "The Transvaal Holiday Fund for the Building Industry", hereinafter referred to as the "fund".

(2) The fund shall consist of moneys accruing from the sale of vouchers in terms of sub-clause (5) of clause 8. All such moneys shall be deposited in a bank to the credit of the fund within two days after receipt thereof.

(3) The moneys of the fund shall be applied for the payments as provided for in sub-clause (8) and sub-clause (11) of clause 8.

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

(5) Payments from the fund shall be made by cheque signed by the chairman or vice-chairman of the board, or such other members of the board as the board may decide and counter-signed by the secretary.

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

(a) all moneys received;

(b) expenditure incurred under all headings during the twelve months ended the 31st December preceding, together with a statement showing the assets and liabilities of the fund. True copies of these statements, which shall be counter-signed by the chairman of the board and the auditor's reports thereon shall be available for inspection at the Council's office. Certified copies of both statements and the auditor's report thereon as soon as possible but not later than 30th June be transmitted to the Secretary for Labour.

8. PAYMENTS FROM THE HOLIDAY FUND.

(1) (a) Each employer shall deduct from the remuneration due every week to each member of the undermentioned classes of employees the amounts specified hereunder:—

	s. d.
Operator of a sandpapering and spinning machine on flooring	9 0
Operator of a hoist	9 0
Driver of a mechanical vehicle or steam wagon ...	11 6
Learner in terms of Proclamation No. 8 of 1946	8 6½
Employees in all other trades or occupations other than apprentices	14 4

provided that where an employee is employed by two or more employers during the same week, the deductions for that week shall be made by the employer by whom he was first employed during the week for not less than eight hours.

(b) No deduction shall be made in respect of an employee who works less than 8 hours of any week from Monday to Friday (inclusive) for an employer. In the event of an employee so working less than 8 hours for an employer the employer shall pay to the said employee the remuneration referred to in clause 5 (2) of this Agreement in cash immediately on termination of his employment or at the end of the last working day of the week whichever is the earlier.

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

(3) An employer shall in respect of each employee, employed by him keep in a safe place a duplicate contribution book, which he shall retain, and at the end of each week affix therein the duplicate of the voucher issued to an employee in terms of sub-clause (1) on the space in such contribution book on which appears a similar date as that on which the voucher is issued, provided that the employer shall detach from such contribution book each page on the date specified thereon and forward same to the secretary of the board by registered post within three days; provided further that upon termination at any time of any employee's service with him, an employer shall hand over to such employee his contribution book. In case an employer should fail to hand over to the employee his contribution book on termination of employment, an employer shall pay such an employee all wages, allowances and other remunerations right up to the time that an employer actually hands over to such employee his contribution book, in respect of every

van die tydstop van beëindiging van die diens af tot die tydstop waarop daardie bydraeboekie deur die werkgewer aan daardie werknemer oorhandig word.

(4) Die sekretaris van die beheerraad moet ten opsigte van elke bladsy van die bydraeboekie wat aan hom kragtens subklousule (3) opgestuur word, daardie bladsy in behoorlike volgorde bère en 'n werknemer krediteer met die bedrag van die waarde van die bewyse wat daarop ingeplak is.

(5) Die bewyse en duplikate daarvan soos onderskeidelik in subklousule (2) en subklousule (3) voorgeskryf, moet deur die werkgewer gekoop word van die sekretaris van die fonds en die werkgewer moet te alle tye 'n behoorlike voorraad van daardie bewyse aanhou, met dien verstande dat 'n werkgewer terugbetaling van die fonds kan verkry van alle ongebruikte bewyse. Aansoek om terugbetaling moet gedoen word op of voor die datum wat deur die beheerraad vasgestel word en waarvan alle werkgewers in kennis gestel word.

(6) Aansoeke om bydraeboekies en duplikate daarvan moet deur die werkgewer gedoen word op 'n vorm wat by die sekretaris van die fonds verkrygbaar is.

'n Werkgewer moet aan die sekretaris van die fonds die bedrag van een sieling en agt pennies betaal ten opsigte van elke bydraeboekie tesame met die duplikaat daarvan, en is geregtig om die bedrag wat aldus deur hom betaal is, van sy werknemer se loon af te trek ondanks die bepalings van enige ander ooreenkomste kragtens die Wet. Die geld wat uit die verkoop van bydraeboekies ontvang word, word vir die algemene fonds van die Raad gekrediteer.

(7) Die sluitingsdatum van die fonds elke jaar is die tweede Vrydag in November, en alle bewyse wat kragtens subklousule (2) van klousule 8 aan werknemers na die tweede Vrydag in November uitgereik word, moet ingeplak word in die bydraeboekie vir die volgende jaar en moet by die betalings in daardie volgende jaar ingesluit word.

(8) (a) So spoedig moontlik na die tweede Vrydag in November en op of voor die laaste betaaldag voor die verloftydperk, moet elke werknemer sy bydraeboekie by die sekretaris van die fonds indien teen oorhandiging van 'n ontvangsbewys en die sekretaris van die fonds moet die bedrag vasstel wat aan die werknemer verskuldig is soos aangetoon by die bewyse wat in sy bydraeboekie ingeplak is, en moet die werknemer die betrokke bedrag uitbetaal op 'n datum wat nie later as die dag voor die aanvang van die verloftydperk mag wees nie.

(b) As 'n werknemer versuim om sy verlofbetaling op te eis binne ses maande na die datum wat die verloftydperk aanvang, dan verbeur hy dit en kom dit die algemene fonds van die Raad toe. Die Raad kan egter alle eise om betaling oorweeg wat na die genoemde tyd ingedien word en kan betaling daarvan na goeddunke magtig.

(9) Elke werkgewer moet binne drie dae na die tweede Vrydag in November van elke jaar per aangetekende pos al die duplikaat-bydraeboekies in sy besit ten opsigte van al die werknemers in sy diens, aan die sekretaris van die fonds stuur. As 'n werknemer in besit van 'n bydraeboekie is as gevolg van beëindiging van sy diens, dan moet hy dit tegelyk met die indiening van sy bydraeboekie kragtens subklousule (7) van klousule 6 by die sekretaris van die fonds indien.

(10) Werknemers in alle ander vakke en werksaamhede, behalwe vakleerlinge ingevolge die Wet op Vakleerlinge, 1944, ongeskoolde arbeiders en bedieners van betonmengers, mortel- of soortgelyke masjiene, kan ten opsigte van tyd wat hulle verloor op Goeie-Vrydag, Paasmaandag, Meidag (as die 1ste Mei op 'n Saterdag of Sondag val, dan die eersvolgende Maandag), by hul werkgewer aansoek doen om betaling van lone en lewenskostoelae, mits daardie werknemer in sy bydraeboekie bewyse ingeplak het wat die gelyke waarde verteenwoordig van die bedrag waarop aanspraak gemaak word.

(11) As 'n werknemer aansoek doen om betaling van 'n bedrag kragtens subklousule (10) van klousule 8, is die volgende bepalings van toepassing:—

(a) Die werkgewer moet die vorm wat agterin die duplikaat-bydraeboekie verskyn ten opsigte van die vakansiedag waarvoor betaling verlang word, uitskeur en die werkgewer moet dit onderteken en dit binne twee dae voor die betaaldag wat volg op die vakansiedag waarvoor om betaling gevra word, by sy werkgewer indien.

(b) By ontvangs van die vorm wat in paragraaf (a) genoem word, moet 'n werkgewer aan die betrokke werknemer die lone en lewenskostoelae uitbetaal wat op die betaaldag wat op daardie vakansiedag volg, aan die betrokke werknemer verskuldig is. Voordat betaling kragtens hierdie paragraaf gedoen word, moet 'n werkgewer vasstel of 'n werknemer bewyse tot 'n gelyke waarde van die betrokke bedrag in sy bydraeboekie ingeplak het.

(c) 'n Werkgewer is geregtig tot terugbetaling van die bedrag wat kragtens paragraaf (b) aan 'n werknemer betaal is, mits daardie werkgewer die vorm wat in paragraaf (a) genoem word, behoorlik ingevul voor 31 Oktober van elke jaar by die sekretaris van die fonds indien. 'n Werkgewer het nie reg op terugbetaling van dié bedrag as die werknemer nie bewyse in sy bydraeboekie ingeplak het nie, of as die betaling aan die werknemer meer was as die waarde van die bewyse, moet die werkgewer slegs die werklike waarde van die bewyse terugbetaal word.

(d) Elke bedrag wat aan 'n werknemer kragtens hierdie subklousule betaal word, moet van die bedrag afgetrek word wat kragtens subklousule (8) aan 'n werknemer betaalbaar is.

(12) Die fonds is nie verplig tot betaling van bewyse wat kragtens subklousule (2) van hierdie klousule aan werknemers uitgereik is nie, tensy daardie bewyse ingeplak is in die bydrae-

working hour or part of a working hour from the time of termination of employment to the time when such contribution book is handed over to such employee by an employer.

(4) The secretary of the board shall in respect of each page of the contribution book forwarded to him in terms of sub-clause (3) keep such page in a proper filed order and credit the amount due to an employee with the value of the vouchers affixed thereon.

(5) The vouchers and duplicates thereof referred to in sub-clause (2) and sub-clause (3) respectively, shall be purchased by the employer from the secretary of the fund and an adequate supply thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the fund of the value of any unused vouchers. An application for such refund shall be made on or before a date fixed by the board and notified to all employers.

(6) Application for a contribution book and a duplicate thereof, shall be made by the employer on a form to be obtained from the secretary of the fund.

An employer shall pay the amount of one shilling and eightpence in respect of each contribution book together with the duplicate thereof, to the secretary of the fund and shall be entitled to deduct the amount so paid by him from the wage of the employee concerned, notwithstanding the provisions of any other Agreement in terms of the Act. The funds derived from the sale of contribution books shall accrue to the general funds of the Council.

(7) The closing date of the fund in each year shall be the second Friday in November, and all vouchers issued to an employee in terms of sub-clause (2) of clause 8, subsequent to the second Friday in November, shall be affixed in the contribution book for the ensuing year and shall be included in the payments of such ensuing year.

(8) (a) As early as possible after the second Friday in November, and not later than the last pay day preceding the holiday period, each employee shall deposit his contribution book with the secretary of the fund in exchange for a receipt card and the secretary shall ascertain the amount due to the employee as reflected by the value of vouchers affixed to his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the holiday period.

(b) Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences it shall become forfeit and accrue to the general funds of the Council. The Council shall however consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(9) Each employer shall within three days after the second Friday in November of each year, forward by registered post to the secretary of the fund all duplicate contribution books held by him in respect of all employees employed by him. Should an employee be in possession of a duplicate contribution book due to termination of employment, he shall deposit same with the secretary of the fund at the same time he deposits his contribution book in terms of sub-clause (7) of clause 8.

(10) Employees in all other trades and occupations, excluding apprentices under the Apprenticeship Act, 1944, unskilled labourers and operators of concrete mixers, mortar or similar machines may in respect of time lost by him on Good Friday, Easter Monday, May Day (in the event of the 1st of May falling on a Saturday or Sunday then the first succeeding Monday), apply to his employer for payment of wages and cost of living allowance; provided that such employee has vouchers affixed in his contribution book which reflects the equivalent to the amount claimed.

(11) If an employee makes application for an amount in terms of sub-clause (10) of clause 8, the following provisions shall apply:—

(a) The employer shall detach and the employee shall sign the form appearing at the end of his duplicate contribution book in respect of the holiday for which payment is required, and deposit same with his employer two days before the pay-day following the holiday in respect of which payment is required.

(b) Upon the receipt of the form referred to in paragraph (a) an employer shall pay to the employee concerned the wages and cost of living allowance due to such employee on the pay-day following such holiday. Before making payment in terms of this paragraph, an employer shall ascertain that an employee has vouchers affixed in his contribution book which reflects value equivalent to the amount in question.

(c) An employer shall be entitled to recover the amount paid to an employee in terms of paragraph (b) provided such employer lodges the form referred to in paragraph (a) duly completed with the secretary of the board before the 31st of October of each year. An employer shall not be entitled to a refund of such money if an employee has no vouchers affixed in his contribution book or, if payment to the employee was in excess of the value of the vouchers the employer shall be refunded in the actual amount of the vouchers only.

(d) Any amount paid to an employee in terms of this sub-clause shall be deducted from the amount payable to an employee in terms of sub-clause (8).

(12) The fund shall not be liable to make payments in respect of any vouchers issued to employees in terms of sub-clause (2) of this clause, unless such vouchers are affixed in the contribution

boekie wat van die sekretaris van, die fonds ooreenkomstig subklousule (6) verkry is, en daardie bydraeboekie by die sekretaris van die fonds ingedien is voor die aanvang van die verloftydperk, met dien verstande dat die beheerraad die sekretaris van die fonds magtiging kan verleen om betaling te doen aan 'n werknemer wat weens 'n goeie rede, na goeddunke van die beheerraad, nie sy bydraeboekie by daardie datum ingedien het nie.

(13) Behoudens subklousule (10) van hierdie klousule, het 'n werknemer nie reg op aanspraak op uitbetaling van bewyse wat aan hom uitgereik is voor die dag wat die aanvang van die verloftydperk onmiddellik voorafgaan nie. Die beheerraad het ewewel die reg om die uitbetaling te magtig wanneer hy dit na sy mening raadsaam ag. Ingeval van die dood van die werknemer, moet die bedrag wat uit die voornoemde fonds aan hom verskuldig is, aan sy boedel uitbetaal word per tjek in die naam van die boedel en teen indiening van sy bydraeboekie by die sekretaris van die fonds.

(14) Bydraeboekies en bewyse wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen geld wat kragtens daardie bydraeboekie aan 'n werknemer verskuldig is, kan gesedeer of verpand word nie.

(15) Geen verlofbewyse kan anders as in ooreenstemming met hierdie klousule aan werknemers uitgereik word nie en geen werknemers het reg op uitbetaling uit die fonds van 'n bedrag van meer as 50 weeklikse bydraes ten opsigte van 'n enkele jaar wat op die 2de Vrydag in November eindig nie.

9. VRYSTELLING.

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

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling kragtens die bepalings van hierdie klousule verleen word, die voorwaardes waarop daardie vrystelling verleen word en die termyn waarvoor die vrystelling van krag sal wees vasstel, met dien verstande dat die Raad na goeddunke en met skriftelike kennisgewing aan die betrokke persoon of persone, 'n vrystellingstifikaat kan herroep, of die termyn waarvoor die vrystelling verleen is, verstrik het of nie.

(3) 'n Vrystellingstifikaat wat deur die Sekretaris van die Raad onderteken is, moet aan elke persoon wat vrygestel word, uitgereik word. 'n Stifikaat is slegs geldig in die gebied waarvoor dit uitgereik is.

(4) Die Raad kan te eniger tyd, sonder vermelding van rede, 'n vrystellingstifikaat gedurende die termyn waarvoor dit uitgereik is, wysig of herroep.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom wat geskep word deur 'n vrystellingstifikaat wat ooreenkomstig die bepalings van hierdie klousule uitgereik is.

10. TOEPASSING VAN OOREENKOMS.

Die beheerraad is onder aanwysing deur die Raad, verantwoordelik vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings daarvan stydig is nie, en alle sakke in verband waarmee van die beheerraad vereis word of hom toege laat word om 'n beslissing te vel, kan deur 'n persoon wat deur 'n beslissing van die beheerraad veronreg voel, binne 30 dae na die datum waarop daardie beslissing aan die betrokke persoon meege-deel is, by wyse van appél na die Raad verwys word.

11. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei offisiële tale in die vorm kragtens die Wet in die regulasies voorgeskryf, in elke werkwinkel, op elke werk of elke werk waar hy sy besigheid uitoefen, op 'n opvallende plek vertoon wat vir al sy werknemers maklik bereikbaar is.

12. ALGEMEEN.

Geen werkgewer of werknemer kan die bepalings van hierdie Ooreenkoms prysgee nie, ditsy die genoemde bepalings vir die betrokke werkgewer of werknemer 'n voordeel of 'n verpligting skep of nie. Elke bepaling, subartikel of artikel skep, na gelang van die geval, 'n reg of 'n verpligting, afgesien van die bestaan van ander bepalings. Ingeval enigeen van die bepalings, subartikels of artikels van hierdie Ooreenkoms buite werking of *ultra vires* is, ditsy voor of na die Ooreenkoms kragtens die bepalings van die Wet deur die Minister in die *Staatskoerant* gepubliseer is, kan dit in geen enkele opsig die orige gedeelte van die Ooreenkoms, wat in daardie geval die Ooreenkoms sal wees, raak nie.

13. OPHEFFING VAN DIE VERLOFFONDS.

Na verstrekking van hierdie Ooreenkoms of enige verlenging daarvan, moet die beheerraad voortgaan met die toepassing van die fonds vir 'n tydperk van ses maande ten einde verlofbetalings wat nog deur werknemers opgeëis kan word, uit te betaal. Verlofbetalings wat nie aan die einde van die genoemde tydperk van ses maande opgeëis is nie, word verbeur en kom die algemene fonds van die Raad toe.

Namens die partye by die Nywerheidsraad hede die vyftiende dag van Februarie 1950 op Johannesburg onderteken.

Hierdie drie handtekenings is by besluit van die Nywerheidsraad gemagtig:—

P. HUYSER,
Voorsitter van die Raad.
M. VAN ESSEN,
Ondervoorsitter van die Raad.
F. C. MARTIN,
Sekretaris van die Raad.

book obtained from the secretary of the fund in terms of sub-clause (6) and such contribution book is deposited with the secretary of the fund before commencement of the holiday period, provided that the board may authorise the secretary of the fund to make payment to any employee who for some good reason determined by the board has not lodged his contribution book by such date.

(13) An employee shall, subject to sub-clause (10) of this clause, not be entitled to claim payment for any vouchers issued to him until the day immediately preceding the commencement of the holiday period. The board, however, shall have the right to authorise such payment, if in its discretion it is considered advisable to do so. In the case of the death of the employee the amount due to him from the aforesaid fund shall be paid to his estate by cheque drawn in favour of such estate on his contribution book being lodged with the secretary of the fund.

(14) Contribution books and vouchers issued to employees are not transferable and no moneys due in terms thereof to an employee shall be ceded or pledged.

(15) No holiday vouchers shall be issued to an employee otherwise than in accordance with this clause and no employee shall be entitled to payment from the fund of any amount in excess of 49 weekly deductions in respect of any single year ending on the second Friday in November.

9. 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.

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 granted in accordance with the provisions of this clause.

10. ADMINISTRATION OF AGREEMENT.

The board, under the direction of 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 the board is required or permitted to reach a decision shall be capable of being referred by any person aggrieved by a decision, to the Council by way of appeal within 30 days of the date on which such decision was communicated to the person concerned.

11. 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.

12. 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 employer or employee concerned. Each provision, sub-section or section 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-section or section 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.

13. DISSOLUTION OF HOLIDAY FUND.

Upon the expiry of this Agreement or any extension thereof, the board shall continue to administer the fund for a period of six months in order to pay out holiday pay still claimable by employees. Holiday pay unclaimed at the end of the said period of six months shall be forfeited and shall accrue to the general funds of the Council.

Signed at Johannesburg on behalf of the parties to the Council on this 15th day of February, 1950.

These three signatures were duly authorised by resolution of the Council:—

P. HUYSER,
Chairman of the Council.
M. VAN ESSEN,
Vice-Chairman of the Council.
F. C. MARTIN,
Secretary of the Council.