

EXTRAORDINARY



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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 3074.] [8 December 1950.

INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, PORT ELIZABETH.

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 Industry, Port Elizabeth shall be binding from the second Monday after the date of publication of this notice and for the period ending the 6th of January, 1952, upon the employers' organisation and the trade unions which entered into the said agreement and upon the employers and employees who are members of that organisation or those trade unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in Clauses 1, 3 to 24 (inclusive) 26 and 28 to 30 (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 the 6th of January, 1952, upon the other employers and employees engaged or employed in the said industry in the magisterial district of Port Elizabeth; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the magisterial district of Port Elizabeth and from the second Monday after the date of publication of this notice and for the period ending the 6th of January, 1952, the provisions contained in Clauses 1, 3 to 17 (inclusive), 19 to 21 (inclusive), 24, 26, 28 to 30 (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.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 3074.] [8 Desember 1950.

NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, PORT ELIZABETH.

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 hiertoe verskyn en op die Bounywerheid Port Elizabeth betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig die 6de Januarie 1952, bindend is op die werkgewers-organisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie verenigings;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in Klousules 1, 3 tot en met 24, 26 en 28 tot en met 30 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig die 6de Januarie 1952, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik Port Elizabeth; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in Klousules 1, 3 tot en met 17, 19 tot en met 21, 24, 26, 28 tot en met 30 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig die 6de Januarie 1952, in die magistraatsdistrik Port Elizabeth *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordomscrijwing van die uitdrukking „werknemer” vervat in artikel een van genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,
 Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
PORT ELIZABETH.

AGREEMENT

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

Port Elizabeth Master Builders' and Allied Trades' Association (hereinafter referred to as "employers" or "the Employers' Organisation"), of the one part, and the

Amalgamated Society of Woodworkers;
Building Workers' Industrial Union of South Africa;
Operative Plumbers' Association; and the
South African Electrical Workers' Association;

(hereinafter referred to as "employees" or "the Trade Unions"), of the other part,

being the parties to the Industrial Council for the Building Industry, Port Elizabeth.

1. SCOPE OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth by all employers and employees in the Building Industry who are members of the Employers' Organisation and the Trade Unions, provided that—

- (a) the terms shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, or any contract entered into or any conditions fixed thereunder;
- (b) Sections 12, 13 and 27 shall not apply to employees for whom wages are specified in sub-clauses (a) (i) or (ii) of section 4 (1).
- (c) the terms shall not apply to persons engaged in the erection, maintenance, repair or alteration on farms of—
 - (i) dwelling-houses at a cost of less than £2,000;
 - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into force on such date as may be determined by the Minister of Labour and shall remain in force for four years from that date or for such period as may be fixed by the Minister in terms of sub-section (1) of section forty-eight of the Act.

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 amendments of such Act; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"Apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, as amended from time to time;

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades, activities or sub-divisions thereof and all work incidental to the activities of an employer in connection with the erection of a building, including the demolition of buildings—

asphalting, which includes asphalting floors and roofing, fixing sheeting of bitumastic or similar materials and waterproofing basements or foundations;

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

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

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

flooring, which includes laying of floors of wood, composing, rubber or any other material, and sandpapering of same;

glazing, which includes cutting, bedding and facing of glass; excluding making of lead lights and stained glass windows and bedding of glass in joinery mills;

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

lift installation, which includes the manufacture of lift cars or cages, and the erection and/or maintenance of lifts;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PORT
ELIZABETH.

OOREENKOMS

kragtens die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan tussen die

„Port Elizabeth Master Builders' and Allied Trades' Association”

(hierna die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

„Amalgamated Society of Woodworkers”;
„Building Workers' Industrial Union of South Africa”;
„Operative Plumbers' Association”; en
„South African Electrical Workers' Association”;

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

wat die partye is, by die Nywerheidsraad vir die Bounywerheid, Port Elizabeth.

1. BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-district van Port Elizabeth nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat lede van die Werkgewers-organisasie en die Vakverenigings is; met dien verstande dat—

- (a) die bepalings slegs op vakleerlinge van toepassing is vir sover dit nie strydig met die bepalings van die Wet op Vakleerlinge, of met enige kontrak wat daarkragtens aangegaan of voorwaardes daarkragtens vasgestel, is nie;
- (b) artikels 12, 13 en 27 nie van toepassing is op werknemers vir wie lone by subklousule (a) (i) of (ii) van artikel 4 (1) vasgestel word nie.
- (c) die bepalings nie van toepassing is op persone in diens om—
 - (i) woonhuise teen 'n koste van minder as £2,000;
 - (ii) alle ander geboue, ongeag die koste, wat uitsluitlik vir boerderydoeleindes gebruik word,
 op te rig, in stand te hou, te herstel of te verbou nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid bepaal word en bly van krag vir vier jaar van daardie datum af of vir 'n termyn wat kragtens subartikel (1) van artikel agt-en-veertig van die Wet vasgestel mag word.

3. WOORDBEPALINGS.

Elke uitdrukking 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 die Wet in; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„vakleerling”, 'n werknemer in diens ingevolge 'n skriftelike vakleerlingskapkontrak geregistreer ingevolge die bepalings van die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig;

„bounywerheid”, of „nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die nywerheid waarin die werkgever en werknemer verbonde is om geboue en bouwerke op te rig, te voltooi, te hernu, te herstel, te onderhou of te verbou, en/of om artikels vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke te vervaardig, of die werk gedoen, die materiaal berei, die nodige artikels op die bouterrein of elders vervaardig word of nie, en sluit in alle werk wat gedoen word deur persone daarin wat in verband met onderstaande bedrywe, werksaamhede of onderdele daarvan en alle werk verbonde aan die werksaamhede van 'n werkgever in verband met die oprigting van 'n gebou met inbegrip van die sloping van geboue, in diens is:—

Asfalteer, ook die aanbring van asfaltvloere en -dakke, die aanbring van bitumenbekleding, of bekleding met soortgelyke materiaal en die waterdigmaak van kelders of fondamente;

messelwerk, ook betonwerk, aanbring van betonblokke, beteeëling van mure en vloere, voegwerk, plavei, mosaïekwerk, leiklip-, marmer- en komposisiebekleding, rioolaanleg, leiklip- en dakpanne lê;

elektrisiteitsaanleg, ook elektrotegniese montering en bedrading en werksaamhede daaraan verbonde;

vernisswerk, ook die aanbring van vernis met kwas of kussinkie en met enige mengsel spuit;

bevloering, ook hout-, komposie-, rubbervloere of vloere van enige ander materiaal lê en dit met skuurpapier afwerk;

insit van glas, ook glas sny, vassit en bekleding, maar nie loodvensterwerk, gekleurde glasvensters en bekleding van glas in houtwerkfabrieke nie;

skrynwerk, ook die vervaardiging van alle skrynwerk-artikels, of die gebruikte artikel deur die persoon wat dit gemaak of gereedgemaak het, in die gebou of bouwerk aangebring word of nie;

installeer van hysertoestelle, ook die vervaardiging van hyserbakke of -kooie, en die oprigting en/of onderhoud van hysertoestelle;

werk met glas in lood en ander metale, ook die maak en/of insit van vensters, verligte reklametekens, en die insit van glas in verband daarmee;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and the fixing or building of pre-cast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of stone working 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, buidiers' smith work, metal frames and metal stairs, and architectural metal work, the preparation and/or fixing of drawn metal work and sheet metal 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, distemper, staining, varnishing, graining, marbling, spraying, signwriting, plastic texture relief-work and wall decorating;

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

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

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

steel reinforcing on site, which includes the marking out, bending, placing and fixing of reinforcing on the site;

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

woodworking, which includes carpentry, woodworking, machining, saw sharpening and hammering and setting, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood shingles, asbestos sheet, malthoid, thatching and all types of roof covering, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, rodent-proofing, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

"Council" means the Industrial Council for the Building Industry, Port Elizabeth, as registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1937;

"country jobs" means a job within the Magisterial District of Port Elizabeth, but not within a distance of eight miles by the shortest route from the Market Square, Port Elizabeth;

"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 by any other industry, business or undertaking;

"emergency work" means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with section 10 of this Agreement;

"farms" means an area of land not less than eleven morgen in extent;

"jobbing" means a job of not more than three days' duration;

"journeyman" means an employee other than an apprentice, minor, semi-skilled labourer, unskilled labourer or drivers of mechanical vehicles, employed in any one or more of the trades or sub-divisions thereof mentioned in the definition of "Building Industry";

"minor" means an employee employed during the probationary period allowed under the Apprenticeship Act, 1944, as amended from time to time;

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

"semi-skilled labourer" means an employee engaged in any or all of the following classes of work, viz.:—

- Operating hoists;
- supervising solely unskilled labourers;
- assembling metal windows;
- operating concrete mixers or mortar mills or other similar machines;
- operating floor sand-papering machines;
- limewashing;
- using glazing sprigg gun in joinery mills only;
- priming rebates of sashes in joinery mills only;

klipmesselwerk, ook klipbeitelwerk en kliphouwerk (met inbegrip van die uitbeitel en oprigting van ornamentele en monumentale klipwerk), bevestiging van beton en aanbring of bou van voorafgevormde of kunsmatige klip, of marmer, plaveiwerk, mosaïekwerk, voegwerk, beteëling van mure en vloere, bediening van klipwerkmasjiene, en skerpmaak van klipmesselaarsgereedskap, of die gebruikte artikel deur die persoon wat dit gemaak of gereedgemaak het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, ook die aanbring van staalplafonne, metaalvensters, staaldeure, bouersmidswerk, metaalrame en metaaltrappe en argitektoniese metaalwerk, die gereedmaak en/of aanbring van getrokke metaalwerk en metaalplaat en uitgedrukte metaal, of die gebruikte artikel deur die persoon wat dit gemaak of gereedgemaak het, in die gebou of bouwerk aangebring word of nie;

skilderwerk, ook versiering, plak, kouwaternet, beits, verniswerk, houtvlamwerk, marmerwerk, bespuiting, bordskildering, reliëfwerk met plastiese middels en muurversiering;

pleisterwerk, ook vormwerk, insit van granoliet- en komposisie vloere, kurk vassit, komposisiebekleding en poleer van mure, klipwerk met voorafgevormde of kunsmatige klip, beteëling van mure en vloere, plaveiwerk en mosaïekwerk, of die gebruikte artikel deur die persoon wat dit gemaak of gereedgemaak het, in die gebou aangebring word of nie;

loodgieterswerk, ook loodswis, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, loodkalfaatwerk, ventilasie, verwarming, warm- en kouwaternet, brandinstallasie, asbessakeute, kielgeute, geute en aflooppeype aansit en die vervaardiging en aanbring van alle metaalplaatwerk, of die gebruikte artikel deur die persoon wat dit gemaak of gereedgemaak het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrusting, ook die vervaardiging en/of aanbring van winkelfronte, vensterkaste, vertoonkaste, toonbanke, skerms en binnetoebere en -uitrusting;

staalversterking in situ, ook die afmerk, buig, plaas en vassit van versterking in situ;

staalkonstruksie, ook die aanbring van alle soorte staal- of ander metaalpilare, metaalhoofbalke, metaaldwarsbalke, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, ook timmerwerk, houtbewerking, masjienhoutwerk, slyp en hamer en stel van sae, houtdraaiwerk, hout-snywerk, die aanbring van sinkplaat, geluidakoestiek-materiaal, kurk en asbesisolering, houtdakspane, asbesplaat, malthoid-, gras- en alle soorte dakbedekking, maak van latjies, komposisieplafon- en -muurbekleding, proppe in mure inslaan, metaalbekleding van houtwerk, knaagdierdigting, of die gebruikte artikel deur die persoon wat dit gemaak of gereedgemaak het, in die gebou of bouwerk aangebring word of nie;

"Raad", die Nywerheidsraad vir die Bounywerheid, Port Elizabeth, soos kragtens artikel 2 van die Nywerheid-versoeningswet, 1924, geregistreer, en beskou as kragtens artikel negentien van die Nywerheids-versoeningswet, 1937, geregistreer;

"plattelandse werke", 'n werk binne die magistraatsdistrik van Port Elizabeth, maar nie binne 'n afstand van agt myl langs die kortste roete van Markplein, Port Elizabeth, nie;

"noodsaaklike diens", enige werk wat noodsaaklikerwys verrig moet word ten einde die gesondheid en veiligheid van die publiek, of die uitoefening van enige ander nywerheid, besigheid, of onderneming te verseker;

"noodwerk", werk wat nie redelikerwys gedurende die ure voorgeskryf in, of wat vasgestel kan word ooreenkomstig artikel 10 van hierdie Ooreenkoms, verrig kan word nie;

"plase", 'n stuk grond wat minstens elf morges beslaan;

"klein werkies", 'n werk wat nie langer as drie dae duur nie;

"vakman", 'n werknemer, behalwe 'n vakleerling of minderjarige, halfgeskoolde arbeider, ongeskoolde arbeider of bestuurders van meganiese voertuie, wat in een of meer van die bedrywe of onderafdelings daarvan, genoem in die woordbepaling van "bounywerheid", in diens is;

"minderjarige", 'n werknemer in diens gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig, toegelaat word;

"stukwerk", enige stelsel waarby die verdienste van 'n werknemer op die hoeveelheid of omvang van die verrigte werk gebaseer is;

"halfgeskoolde arbeider", 'n werknemer wat enigteen of al die volgende klasse werk verrig, al—

- huiswerktoe bedien;
- toesig uitsluitlik oor ongeskoolde arbeiders hou;
- inmekeer van metaalvensters;
- bediening van betonmengers of mortelmengers of soortgelyke masjiene;
- bediening van vloerskuurmasjiene;
- witkalk;
- glasveertoestel slegs in houtwerkfabrieke gebruik;
- grondlaag aan sponnings van rame slegs in houtwerkfabrieke verf;

operating on rough timber power-driven circular saws, band re-saws, frame saws and cross-cut saws under the supervision of an employee receiving not less than the wages prescribed in section 4 (1) (a) (iv), including the moving of the fence as required, but excluding the removal, changing, sharpening, hammering and/or setting of saw blades;

performing the work of a boiler attendant; performing stone work in gardens; and who may in addition perform the work of an unskilled labourer;

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

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

"unskilled labourer" means an employee engaged on any work not included in the trades specifically referred to in the list of trades, viz.: "asphalting" to "woodworking" in the definition of "Building Industry", or on any work not included under the definition of "semi-skilled labourer", and shall include employees performing the following operations:—

Chasing and cutting walls for conduits, drilling concrete, drilling holes for plugging purposes and assisting a qualified wireman in the drawing of wires and cutting and screwing of piping under supervision;

binding or tying with wire steel reinforcing materials and cutting, bending and assembling such materials under supervision;

scaffold-erecting under supervision;

caulking of drain pipes under supervision;

lime-washing Native latrines, using tar and bitumen by-products (provided that bitumen constitutes not less than 75 per cent. of the basic constituents of the product);

operating stone polishing machinery;

erecting and fixing reinforcing under supervision;

screeding concrete under supervision;

excavating for foundations and trenches;

handling and/or carrying timber and joinery from timber sheds or timber yards to or from joinery mills or woodworking machine shops connected with the production of articles to be used in the Building Industry;

tying up and/or packing timber, joinery, wallboard and similar articles used in the Building Industry, excluding those timber yards which have no direct connection with the Building Industry.

4. WAGES.

(1) (a) No employer shall pay and no employee shall accept wages at rates lower than the following during the period of operation of this Agreement read with the remaining provisions of this section:—

	Basic Rate per Hour.		
	First Year of Agreement.	Second Year of Agreement.	Third and Fourth Years of Agreement.

	s. d.	s. d.	s. d.
(i) Unskilled labourers....	0 9	0 9	0 9
(ii) Semi-skilled labourers..	1 7	1 7	1 7
(iii) Journeymen in painting, french polishing and glazing trades.....	3 1	3 2	3 3
(iv) Journeymen in all other trades.....	3 4	3 5	3 6
(v) Drivers of mechanical vehicles of a payload of:			
Under 6,000 lb.....	1 6	1 6	1 6
6,000 lb.....	1 7	1 7	1 7
Over 6,000 lb., but not exceeding 10,000 lb.	2 0	2 0	2 0
Over 10,000 lb., but not exceeding 14,000 lb.....	2 3	2 3	2 3
(vi) Apprentices.....	Basic wages as prescribed in Government Notice No. 1515 of 23rd July, 1948, as amended from time to time.		
(vii) Minors in all trades....	£1. 8s. per week.		

(b) *Different Rates.*—(i) An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in sub-section (1) (a), shall pay to such employee a wage for all the ordinary hours of work on that day at a rate for each hour equal to the higher hourly rate, provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work, greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-section (1) (a).

werk met kraggedrewe rutimmerhoutsirkelsaag, bandher-saag, raamsae en treksaag onder toesig van 'n werknemer wat minstens die lone voorgeskryf in artikel (4) (1) (a) (iv) ontvang, met inbegrip van die verstel van die skerm soos benodig, maar nie die verwydering, vervanging, skerpmaak, hamer en/of stel van saaglemme nie;

die werk van ketelbediener verrig; klipwerk in tuine doen;

en wat bowendien die werk van 'n ongeskoolde arbeider kan doen;

"bouwerk", ook mure, grensmure, steunmure en monumente, behalwe grafstene en grafmonumente;

"behoorlike slaapplek", 'n waterdigte onderdak wat goed gesluit kan word en voorsien is van 'n houtvloer, houtslaapbank en die nodige wasbakke en gemakinrigting;

"ongeskoolde arbeider", 'n werknemer wat enige werk verrig wat nie inbegrepe is by die bedrywe wat uitdruklik in die lys van "asfalteer" tot "houtwerk" in die omskrywing van "bounywerheid" vermeld word nie, of enige werk wat nie onder die omskrywing van "halfgeskoolde arbeider" ingesluit is nie en sluit in werknemers wat die volgende werksaamhede verrig:—

Uitbeitel en kap van mure vir buise, betonboor, gate vir proppe boor en 'n gekwalifiseerde draadwerker by bedrading behulpsaam wees, en pype onder toesig sny of skroef;

onder toesig staalversterkingsmateriaal met draad vasbind of -heg, asook sodanige materiaal sny, buig en aanmekaarsit;

steiers onder toesig oprig;

kalkfaatwerk onder toesig aan rioolpype doen;

latiene wat deur natuurlike gebruik word, witkalk deur teer en bitumineuse neweprodukte te gebruik (met dien verstande dat bitumen minstens 75 persent van die basiese bestanddele van die produk uitmaak);

klippoleermasjiene bedien;

versterkingsyster onder toesig vassit en oprig;

beton onder toesig spreid;

graafwerk vir fondamente en slote doen;

timmerhout en skrynwerk hanteer en/of van timmerhoutskeure of -werkplekke na en van houtwerfkabrieke of masjienwerkwinkels dra wat in verband staan met die produksie van artikels wat in die bounywerheid gebruik word;

vasbind en/of pak van timmerhout, skrynwerk, muurborde en dergelike artikels wat in die bounywerheid gebruik word, met uitsluiting van dié houtwerkplekke wat nie regstreeks met die bounywerheid in verband staan nie.

4. LONE.

(1) (a) Geen lone teen laer skale as die ondergenoemde mag deur 'n werkgewer gedurende die geldigheidsduur van hierdie Ooreenkoms, gelees tesame met die oorblywende bepalinge van hierdie artikel, betaal en deur 'n werknemer aangeneem word nie:—

Basiese skaal per uur.

	Eerste jaar van Ooreenkoms.	Tweede jaar van Ooreenkoms.	Derde en vierde jare van Ooreenkoms.
	s. d.	s. d.	s. d.
(i) Ongeskoolde arbeiders	0 9	0 9	0 9
(ii) Halfgeskoolde arbeiders	1 7	1 7	1 7
(iii) Vakmanne in die bedrywe skilder, vernis en ruite insit.....	3 1	3 2	3 3
(iv) Vakmanne in alle ander bedrywe.....	3 4	3 5	3 6
(v) Bestuurders van meganiese voertuie met 'n vraggrens van:			
Onder 6,000 lb.....	1 6	1 6	1 6
6,000 lb.....	1 7	1 7	1 7
Oor 6,000 lb. maar nie oor 10,000 lb....	2 0	2 0	2 0
Oor 10,000 lb. maar nie oor 14,000 lb....	2 3	2 3	2 3
(vi) Vakleerlinge.....	Basiese lone voorgeskryf by Goewermentskenningswet No. 1515 van 23 Julie 1948, soos van tyd tot tyd gewysig.		
(vii) Minderjariges in alle bedrywe.....	£1. 8s. per week.		

(b) *Verskillende loonskale.*—(i) 'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag, hetsy benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor 'n loon in subartikel (1) (a) voorgeskryf is wat hoër is as dié van sy eie klas, moet aan dié werknemer 'n loon vir al die gewone werkure op daardie dag betaal teen 'n skaal vir elke uur gelyk aan die hoër uurskaal; met dien verstande dat dié werknemer ten opsigte van die dag waarop hy dié werk verrig, nie op 'n gesamentlike bedrag geregtig is wat groter is as die bedrag wat 'n gekwalifiseerde werknemer in dié hoër klas sou toegekam het teen die loonskaal wat vir hom by subartikel (1) (a) voorgeskryf is nie.

(ii) Where an employee is employed as a journeyman for whom wages are prescribed in sub-section (1) (a) (iii) and (iv) of this section, and such an employee is required or permitted to do work for which a lower rate of wages is prescribed, such an employee shall nevertheless be paid at the higher rate as prescribed for journeymen.

(2) *Payment of Work on Certain Days.*—Double the wages laid down in this section shall be paid by an employer for all time worked on Sundays, Good Friday, May Day and Christmas Day until the usual starting time on the following day.

(3) *Dangerous Work.*—(a) On all jobs of a dangerous nature, an allowance at the rate of 6d. per hour shall be paid in addition to the normal earnings of the employee concerned. In the event of a dispute the matter shall be referred to the Council whose decision as to whether the work shall be regarded as dangerous for the purpose of this sub-section, shall be final.

(b) For the purpose of this sub-section, dangerous work means any work classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry, and operative in any town or place in or at which such work is performed.

N.B.—The attention of employers and employees is directed to sections 64 and 65 of the Industrial Conciliation Act, 1937, and especially to the definition of "strike" which may render unlawful a coercion to accept or concede wages other than those provided for in this clause.

(4) *Cost of Living Allowances.*—In addition to the basic wages payable in terms of this Agreement, each employer shall on each pay day pay to his employees—

- (a) In the case of semi-skilled and unskilled labourers and minors the cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time, or the basic amounts of 6½ pence per hour to semi-skilled labourers and 4 pence per hour to unskilled labourers, whichever is the higher; provided, however, that so long as the cost of living allowances payable to journeymen on the basis of the formula set out in paragraph (c) hereof amount to or exceed 14½ pence per hour the above basic amounts of 6½ pence and 4 pence per hour shall become 6½ pence and 4½ pence per hour respectively; provided further that for every penny decrease in the cost of living allowances payable as above defined to journeymen from 13½ pence per hour the cost of living allowances payable to semi-skilled and unskilled labourers shall be reduced by one half penny per hour and by one farthing per hour respectively until the basic amounts of 6½ pence and 4 pence per hour are reduced to 4½ pence and 3½ pence per hour respectively;
- (b) In the case of apprentices and drivers of mechanical vehicles, the cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended or as may be amended from time to time;
- (c) In the case of all other employees 7 pence per hour, which amount shall be increased by one half penny for every one point or part thereof rise in the retail price index over 130 or shall be reduced by one half penny for every completed two and a half points fall in the retail price index below 130 until the price index reaches 100; any increase or decrease in the allowance in terms of these provisions shall come into effect as from the first pay day after the publication in the official Press Release by the Director of Census and Statistics of the information reflecting the change in the retail price index necessitating such increase or decrease; provided, however, that the cost of living allowance payable in terms of this sub-section shall include the allowances payable in terms of War Measure No. 43 of 1942, as amended, and in cases where the allowance payable in terms of this sub-section is less than that prescribed in the said War Measure, the latter allowance shall be paid.

For the purpose of the preceding paragraph "retail price index" shall mean the price index numbers relating to food, fuel, light, rent and sundries for the City of Port Elizabeth compared with itself and as assessed and published from time to time by the Director of Census and Statistics; and for the purpose of the preceding paragraphs (a) and (c) the expression "per hour" shall have the meaning of "in respect of each ordinary hour worked" and shall not include hours worked on overtime.

(5) *Holiday Fund.*—In addition to the basic wages and cost of living allowance payable in terms of this Agreement, each employer shall on each pay day pay to his employees a holiday fund payment in accordance with the provisions of section 29 of this Agreement.

5. PIECE-WORK.

The giving out by employers or the performance by employees of work on a piece-work basis is prohibited, as well as any system of payment for 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 section shall apply notwithstanding the fact that the employee may supply a small quantity of the material or plant required.

6. LABOUR ONLY CONTRACT.

No employer shall contract on a labour only basis, and no employee shall engage on such work.

(ii) Waar 'n werknemer in diens is as 'n vakman vir wie lone by subartikel (1) (a) (iii) en (iv) van hierdie artikel voorgeskryf is, en dit van die werknemer vereis of hy toegelaat word om werk te doen waarvoor 'n laer loonskaal voorgeskryf is, moet dié werknemer nietemin betaal word teen die hoër skaal wat vir vakmanne voorgeskryf is.

(2) *Betaling vir werk op sekere dae.*—Dubbel die lone soos in hierdie artikel vasgestel, moet deur 'n werkgever betaal word vir alle tyd wat op Sondag, Goede-Vrydag, Meidag en Kersdag tot die gewone begintyd op die volgende dag gewerk word.

(3) *Gevaarlike werk.*—(a) Vir alle werk van 'n gevaarlike aard, moet 'n toelae teen 'n skaal van 6d. per uur benewens die gewone verdienste van die betrokke werknemer betaal word. Ingeval van 'n geskil moet die saak verwys word na die Raad wie se beslissing of die werk vir die doeleindes van hierdie subartikel as gevaarlik beskou moet word, afdoende sal wees.

(b) Vir die toepassing van hierdie subartikel beteken gevaarlike werk enige werk wat as gevaarlik geklassifiseer word in enige statutêre, provinsiale of munisipale wet of regulasie betreffende die bounywerheid en geldig in enige dorp of plek waarin of waar sulke werk verrig word.

L.W.—Die aandaag van werkgevers en werknemers word gevestig op artikels 64 en 65 van die Nywerheids-versoeningswet, 1937, en veral op die woordbepaling van "staking" wat dwang om lone aan te neem of toe te staan, behalwe dié in hierdie klousule bepaal, onwettig mag maak.

(4) *Lewenskostetoelae.*—Benewens die basiese lone kragtens hierdie Ooreenkoms betaalbaar, moet elke werkgever elke betaaldag aan sy werknemers onderstaande betaal:—

- (a) In die geval van halfgeskoolde en ongeskoolde arbeiders en minderjariges die lewenskostetoelae voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig mag word, of die basiese bedrae van 6½d. per uur aan halfgeskoolde arbeiders en 4d. per uur aan ongeskoolde arbeiders, watter ook al die hoogste is; met dien verstande egter dat solank die lewenskostetoelae aan vakmanne betaalbaar op die basis van die formule in paragraaf (c) hiervan uiteengesit, 14½d. per uur beloop of dit oorskry, die bostaande basiese bedrae van 6½d. en 4d. per uur onderskeidelik 6½d. en 4½d. per uur moet word; voorts met dien verstande dat vir elke vermindering van een pennie in die lewenskostetoelae, soos hierbo omskryf, betaalbaar aan vakmanne van 13½d. per uur, die lewenskostetoelae aan halfgeskoolde en ongeskoolde arbeiders betaalbaar, onderskeidelik met een halfpennie per uur en met eenkwart pennie per uur verminder moet word totdat die basiese bedrae van 6½d. en 4d. per uur onderskeidelik tot 4½d. en 3½d. per uur verminder word;
- (b) in die geval van vakleerlinge en bestuurders van meganiese voertuie, die lewenskostetoelae voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos gewysig of soos dit van tyd tot tyd gewysig mag word;
- (c) in die geval van alle ander werknemers 7d. per uur, welke bedrag met een halfpennie verhoog moet word vir elke punt of gedeelte daarvan wat die kleinhandelprysindeks oor 130 gaan, of met een halfpennie verminder moet word vir elke voltooide daling van 2½ punte in die kleinhandelprysindeks onder 130 totdat die prysindeks 100 bereik; enige toename of afname van die toelae kragtens hierdie bepaling tree in werking van die eerste betaaldag na die bekendmaking in die amptelike persberig deur die Direkteur van Sensus en Statistiek geplaas aangaande die inligting oor die verandering van die kleinhandelprysindeks wat so'n vermeerdering of vermindering nodig maak; met dien verstande egter dat die lewenskostetoelae kragtens hierdie subartikel betaalbaar, die toelae moet insluit wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is, en in gevalle waarin die toelae kragtens hierdie subartikel betaalbaar, minder is as dié voorgeskryf by die genoemde Oorlogsmaatreëls, laasgenoemde toelae moet betaal word.

Vir die toepassing van die voorgaande paragraaf beteken "kleinhandelprysindeks", die prysindeksyfers betreffende voedsel, brandstof, lig, huishuur en diverse vir die stad Port Elizabeth vergeleke met homself en soos geskat en van tyd tot tyd deur die Direkteur van Sensus en Statistiek bekendgemaak; en vir die toepassing van die voorgaande paragrafe (a) en (c) beteken die uitdrukking "per uur" die volgende: "ten opsigte van elke gewone uur gewerk" en dit sluit nie ure met oortydwerk gewerk in nie.

(5) *Vakansiefonds.*—Benewens die basiese lone en lewenskostetoelae kragtens hierdie Ooreenkoms betaalbaar, moet elke werkgever op elke betaaldag aan sy werknemers 'n vakansiefondsbetaling ooreenkomstig die bepalinge van artikel 29 van hierdie Ooreenkoms maak.

5. STUKWERK.

Die uitgee van werk deur werkgevers of die verrigting van werk deur werknemers op 'n stukwerkbasis, asook 'n stelsel van betaling vir arbeid waarvolgens die verdienste van 'n werknemer gedeeltelik of geheel en al gebaseer of bereken word op die hoeveelheid of omvang van die verrigte werk, word verbied. Die bepalinge van hierdie artikel is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid van die benodigde materiaal of installasie mag verskaf.

6. KONTRAK VIR WERK ALLEEN.

Geen werkgever mag 'n kontrak op grond van werk alleen, sluit nie, en geen werknemer mag sulke werk verrig nie.

7. PAYMENT OF WAGES AND OVERTIME.

(1) Wages and earnings for overtime and other remuneration, including transport allowance, shall be paid in cash weekly on the site (except holiday fund to journeymen which shall be paid in holiday fund stamps) between the hours 1 p.m. and finishing time on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee. Payments may, however, be made at times other than the above or on days other than Fridays, with the prior consent of the Council, and payments for country jobs may be made at such time as may be mutually agreed upon by employer and employee, subject to the provisions of section 12 of this Agreement.

(2) Wages, overtime and all other remuneration, including holiday fund stamps, shall be handed to employees in sealed envelopes bearing the date of payment, the names of the employer and of the employee, the number of ordinary and overtime hours worked, the authorised deductions as laid down in section 7 (3), and the amount of cash enclosed. These details shall be set out as per specimen wage envelope (Annexure A) at the end of this Agreement.

(3) Wages and remuneration for overtime and all other remuneration (except holiday fund stamps) shall be paid in cash in full without deductions (except in respect of levies payable in terms of section 20), provided that any amount paid by an employer, who is compelled by law, ordinance or legal process to make payment on behalf of an employee, may be deducted.

8. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated at a greater distance than is covered by a fourpenny bus fare and not more than eight miles from Market Square, Port Elizabeth, the employer shall provide or pay for transport both ways in respect of the said distance. Where transport is provided by the employer, the means of conveyance shall leave the job not later than ten minutes after closing time, otherwise the employee shall be paid for the time he is required to wait at the rate of wages prescribed in section 4 for an employee of his class.

(2) Any time occupied by an employee in proceeding to or from work shall be outside the ordinary working hours prescribed in section 10.

(3) Any employee entitled to walking time or transport allowance in respect of any distance beyond that covered by a fourpenny bus stage shall receive it weekly with his other remuneration.

9. COUNTRY JOBS.

The following shall be granted by an employer to an employee sent by him to work on a country job:—

(1) Where the employee is able to and does return to his home every day—

- (a) in the case of unskilled labourers, third class railway fare daily;
- (b) in the case of employees other than unskilled labourers second class railway fare daily, or an allowance equivalent to such fare.

The employees shall not be entitled to any wages in respect of time spent in travelling.

(2) Where the employee is unable to return to his home daily—

- (a) railway fare or an allowance equivalent to such fare, in respect of journeys to and from the place of work at the beginning and end of such work respectively—
 - (i) in the case of unskilled labourers, third class.
 - (ii) in the case of all other employees, second class.

Time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wages for the employee concerned prescribed in section 4;

- (b) suitable accommodation, in proximity to the place of work, or in the case of employees for whom wages are prescribed in sub-clauses (a) (iii) and (iv) of sub-section 4 (1) an allowance of 7s. 6d. per day in place thereof.

(3) When Christmas Day falls upon a Saturday, Sunday or Monday, and an employee is able to proceed to his home and return by the ordinary starting time on Monday (or Tuesday, if Christmas Day falls on a Sunday or Monday), the following return railway fare or an allowance equivalent to such fare shall be paid:—

- (a) In the case of unskilled labourers, third class;
- (b) In the case of all other employees, second class;

but no payment in lieu of such fare shall be made if the journey is not undertaken. Wages shall not be payable in respect of any time spent in travelling during such weekends.

10. HOURS OF WORK.

(1) The ordinary hours of work shall not exceed—

- (a) In the case of semi-skilled and unskilled labourers:—
 - First year of Agreement: 44 hours per week.
 - Second year of Agreement: 43 hours per week.
 - Third and fourth years of Agreement: 42 hours per week.

(b) In the case of all other employees:—

- First year of Agreement: 42 hours per week.
- Second year of Agreement: 41 hours per week.
- Third and fourth years of Agreement: 40 hours per week.

7. BETALING VAN LONE EN VIR OORTYDWERK.

(1) Lone en verdienste vir oortydwerk en ander besoldigings, met inbegrip van vervoertoelae, moet weekliks in kontant op die plek betaal word (behalwe vakansiefonds aan vakmanne wat in vakansiefondsseëls betaal moet word) tussen die ure 1 nm. en sluitingstyd op Vrydae of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind. Betaling mag egter op ander tye as bogenoemde of op ander dae as Vrydae gedoen word, met die vooraf-verkreë toestemming van die Raad, en betaling vir plattelandse werk kan gemaak word op dié tyd waarvoor onderling deur werkgewer en werknemer ooreengekom is, onderworpe aan die bepalings van artikel 12 van hierdie Ooreenkoms.

(2) Lone, oortydbetaling en alle ander besoldiging, met inbegrip van vakansiefondsseëls, moet aan werknemers oorhandig word in verseëde koevert met daarop die datum van betaling, die name van die werkgewer en van die werknemer, die getal gewone en oortydure gewerk, die gemagtigde aftrekkings soos in artikel 7 (3) bepaal, en die kontantbedrag ingesluit. Hierdie besonderhede moet uiteengesit word volgens die voorbeeld van die loonkoevert (Aanhangsel A) aan die end van hierdie Ooreenkoms.

(3) Lone en besoldiging vir oortydwerk en alle ander besoldiging (behalwe vakansiefondsseëls) moet ten volle in kontant, sonder aftrekkings, betaal word (behalwe ten opsigte van aftrekkings betaalbaar kragtens artikel 20); met dien verstande dat enige bedrag betaal deur 'n werkgewer wat by wet, ordonnansie of regsgeing verplig is om betaling ten behoeve van 'n werknemer te maak, afgetrek mag word.

8. STAPTYD EN VERVOER.

(1) Ingeval 'n werk op groter afstand geleë is as wat gedek word deur 'n 4d.-buskaartjie en nie meer as agt myl van die Markplein, Port Elizabeth nie, moet die werkgewer vir vervoer in albei rigtings ten opsigte van die genoemde afstand sorg of daarvoor betaal. As 'n vervoermiddel deur die werkgewer verskaf word, moet die vervoermiddel die werk nie later as 10 minute na sluitingstyd verlaat nie, anders moet die werknemer betaal word vir die tyd wat hy verplig is om te wag, teen die loonskaal voorgeskryf in artikel 4 vir 'n werknemer van sy klas.

(2) Enige tyd deur 'n werknemer in beslag geneem om na en van die werk te gaan, is buite die gewone werkure voorgeskryf in artikel 10.

(3) Enige werknemer wat geregtig is op staptyd- of vervoer-toelae ten opsigte van enige afstand verder as dié gedek deur 'n 4d.-buskaartjie, moet dit weekliks saam met sy ander besoldiging ontvang.

9. PLATTELANDSE WERK.

Onderstaande moet deur 'n werkgewer toegestaan word aan 'n werknemer wat deur hom na 'n plattelandse werk gestuur word om te werk:—

(1) As die werknemer in staat is om elke dag terug te gaan huis toe en dit doen—

- (a) in die geval van ongeskoolde arbeiders, daaglik 'n spoorwegkaartjie 3de klas;
- (b) in die geval van werknemers, behalwe ongeskoolde arbeiders, daaglik 'n spoorwegkaartjie 2de klas, of 'n toelae gelyk aan die prys van so'n kaartjie.

Die werknemers is nie geregtig op enige lone ten opsigte van tyd wat hulle met reis deurbring nie.

(2) As die werknemer nie in staat is om elke dag terug te gaan huis toe nie—

- (a) 'n spoorwegkaartjie of 'n toelae gelyk aan die prys van die kaartjie, ten opsigte van reise na en van die werkplek onderskeidelik aan die begin en einde van dié werk—
 - (i) in die geval van ongeskoolde arbeiders, 3de klas;
 - (ii) in die geval van alle ander werknemers, 2de klas.

Vir tyd bestee met reis gedurende die gewone werkure, moet betaal word teen die uurloonskaal vir die betrokke werknemer in artikel 4 voorgeskryf;

- (b) behoorlike huisvesting, naby die werkplek, of in die geval van werknemers vir wie lone in subklousules (a) (iii) en (iv) van artikel 4 (1) voorgeskryf is, 'n toelae van 7s. 6d. per dag in plaas daarvan.

(3) Wanneer Kersdag op 'n Saterdag, Sondag of Maandag val, en 'n werknemer in staat is om huis toe te gaan en terug te wees op die gewone begintyd op Maandag (of Dinsdag, as Kersdag op 'n Sondag of Maandag val), moet die volgende retoerreis-kaartjie, of 'n toelae gelyk aan die prys van die kaartjie, betaal word—

- (a) in die geval van ongeskoolde arbeiders, 3de klas;
- (b) in die geval van alle ander werknemers, 2de klas;

maar geen betaling in plaas van dié reisegeld word gemaak as die reis nie onderneem word nie. Lone is nie betaalbaar ten opsigte van enige tyd bestee aan reis gedurende sulke naweke nie.

10. WERKURE.

(1) Die gewone werkure mag nie onderstaande oorskry nie:—

- (a) In die geval van halfgeskoolde en ongeskoolde arbeiders:—
 - 1ste jaar van Ooreenkoms: 44 uur per week.
 - 2de jaar van Ooreenkoms: 43 uur per week.
 - 3de en 4de jare van Ooreenkoms: 42 uur per week.

(b) In die geval van alle ander werknemers:—

- 1ste jaar van Ooreenkoms: 42 uur per week.
- 2de jaar van Ooreenkoms: 41 uur per week.
- 3de en 4de jare van Ooreenkoms: 40 uur per week.

(2) Subject to the provisions of section 11 and of sub-section (3) of this section of this Agreement, an employer shall not require or allow an employee to work, and an employee shall not work at times other than—

(a) In the case of semi-skilled and unskilled labourers:—

First year of Agreement: Monday tot Thursday, 7.40 a.m. to 5.30 p.m.; Friday 7.40 a.m. to 5.20 p.m.

Second year of Agreement: Monday to Thursday, 7.40 a.m. to 5.15 p.m.; Friday, 7.40 a.m. to 5.20 p.m.

Third and fourth years of Agreement: Monday to Thursday, 7.50 a.m. to 5.10 p.m.; Friday, 7.50 a.m. to 5.30 p.m.

Provided that in every period a lunch interval is observed from 12.40 p.m. to 1.40 p.m. during the first and second years of the Agreement, and 12.50 p.m. to 1.50 p.m. during the third and fourth years.

(b) In the case of all other employees:—

First year of Agreement: Monday to Thursday, 7.50 a.m. to 5.20 p.m.; Friday, 7.50 a.m. to 4.50 p.m.

Second year of Agreement: Monday to Thursday, 7.50 a.m. to 5.05 p.m.; Friday, 7.50 a.m. to 4.50 p.m.

Third and fourth years of Agreement: Monday to Friday, 8 a.m. to 5 p.m.

Provided that in every period a lunch interval is observed from 12.50 p.m. to 1.50 p.m. during the first and second years of the Agreement, and 1 p.m. to 2 p.m. during the third and fourth years.

Provided further that with the prior consent of the Council employees may be allowed to do emergency work or essential work on Saturdays—

(i) In the case of semi-skilled and unskilled labourers, not earlier than 7.50 a.m. and not later than 12.10 p.m.

(ii) In the case of all other employees, not earlier than 8 a.m. and not later than 12 noon;

on condition that the employees shall be allowed within the next five working days an equivalent number of working hours off, or alternatively that such work done on Saturdays shall be paid for at the rates prescribed in section 11 (2) (b) of this Agreement.

(3) (a) An employer may engage employees to work two or three shifts during any period of twenty-four hours; provided, however, that no employee shall work more than one shift in any period of twenty-four hours except under the conditions prescribed in section 11 of this Agreement.

(b) Where three shifts are being worked, one of the shifts shall be worked within the times prescribed in sub-sections (1) and (2) of this section. In the case where two shifts only are worked an employee shall not start earlier than 6 a.m. or finish later than 3 p.m. for the first shift, or start earlier than 3 p.m. or finish later than 12 midnight for the second shift; an employee working any shift other than the shift laid down in sub-sections (1) and (2) of this section shall be paid and receive the wages payable under section 4 of this Agreement, plus 10 per cent.

(c) An employer intending to engage employees to work in two or more shifts shall first notify the Council in writing of such intention, and shall state the hours in which each shift shall be worked.

(4) No employee shall solicit, undertake or perform any work in the Building Industry, whether for remuneration or not, outside the hours prescribed in or as may be laid down in accordance with this section, nor on Saturdays, Sundays, Good Friday, May Day, Christmas Day or during the annual leave period, unless the consent of the Council shall have first been obtained, save that such an employee may perform work for himself only.

(5) No work other than that specified in section 11 (1) shall be performed by an employer or an employee on Good Friday, May Day, Christmas Day, Saturday, Sunday, or during the annual leave period, without the prior consent of the Council.

(6) No employer shall require or permit an employee to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purpose of this sub-section periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

11. OVERTIME.

(1) An employer shall not require nor allow an employee to work overtime except in cases—

(a) of emergency work or essential services, provided that the employer must in such cases notify the Secretary of the Council without delay; and

(b) where the exigencies of the particular case demand that work shall be performed with greater rapidity than would be possible by working the hours prescribed or as may be laid down in accordance with section 10 of this Agreement, and when the consent of the Council shall have first been obtained.

(2) Overtime shall be paid for at the following rates:—

(a) On days other than Saturdays—

(i) one and one-half times the wages prescribed in section 4 of this Agreement for any time up to four hours worked upon any day in excess of the hours prescribed in or as may be laid down in accordance with section 10 of this Agreement and thereafter;

(ii) twice such wages for any time worked upon any day in excess of the hours worked in terms of clause (i) hereof;

(2) Onderworpe aan die bepalings van artikel 11 en van sub-artikel (3) van hierdie artikel van hierdie Ooreenkoms, mag 'n werkgewer nie van sy werknemer vereis of hom toelaat om op tye te werk en 'n werknemer mag nie op tye werk nie behalwe op die volgende:—

(a) In die geval van halfgeskoolde en ongeskoolde arbeiders:—

1ste jaar van Ooreenkoms: Maandag tot Donderdag 7.40 vm. tot 5.30 nm.; Vrydag 7.40 vm. tot 5.20 nm.

2de jaar van Ooreenkoms: Maandag tot Donderdag 7.40 vm. tot 5.15 nm.; Vrydag 7.40 vm. tot 5.20 nm.

3de en 4de jare van Ooreenkoms: Maandag tot Donderdag 7.50 vm. tot 5.10 nm.; Vrydag 7.50 vm. tot 5.30 nm.

Met dien verstande dat 'n middagete-onderbreking van 12.40 nm. tot 1.40 nm. in elke tydperk gedurende die eerste en tweede jare van die Ooreenkoms nagekom word, en van 12.50 nm. tot 1.50 nm. gedurende die derde en vierde jare.

(b) In die geval van ander werknemers:—

1ste jaar van Ooreenkoms: Maandag tot Donderdag 7.50 vm. tot 5.20 nm.; Vrydag 7.50 vm. tot 4.50 nm.

2de jaar van Ooreenkoms: Maandag tot Donderdag 7.50 vm. tot 5.05 nm.; Vrydag 7.50 vm. tot 4.50 nm.

3de en 4de jare van Ooreenkoms: Maandag tot Vrydag 8 vm. tot 5 nm.

Met dien verstande dat 'n middagete-onderbreking van 12.50 nm. tot 1.50 nm. in elke tydperk gedurende die eerste en tweede jare van die Ooreenkoms nagekom moet word, en van 1 nm. tot 2 nm. gedurende die derde en vierde jare.

Voorts met dien verstande dat, met die vooraf-verkreeë toestemming van die Raad, werknemers toegelaat mag word om noodwerk of noodsaaklike dienste op Saterdag te verrig—

(i) in die geval van halfgeskoolde en ongeskoolde arbeiders, nie vroeër as 7.50 vm. en nie later as 12.10 nm. nie;

(ii) in die geval van alle ander werknemers, nie vroeër as 8 vm. en nie later as 12-uur middag nie;

op voorwaarde dat die werknemers binne die volgende vyf werkdag 'n ooreenstemmende getal werke vrygegee word, of anders dat vir sulke werk wat op Saterdag gedoen word, betaal moet word teen die skale voorgeskryf in artikel 11 (2) (b) van hierdie Ooreenkoms.

(3) (a) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie, behalwe onder die voorwaardes voorgeskryf by artikel 11 van hierdie Ooreenkoms.

(b) Waar drie skofte gewerk word, moet een van die skofte gewerk word binne die tye voorgeskryf by subartikels (1) en (2) van hierdie artikel. Waar net twee skofte gewerk word, mag 'n werknemer nie vroeër as 6 vm. begin of later as 3 nm. vir die eerste skof ophou nie, of vroeër as 3 nm. begin of later as 12-uur middernag vir die tweede skof ophou nie; 'n werknemer wat op enige skof werk, behalwe die skof bepaal by subartikels (1) en (2) van hierdie artikel, moet die lone betaalbaar kragtens artikel 4 van hierdie Ooreenkoms, plus 10 persent, betaal word en dit ontvang.

(c) 'n Werkgewer wat van voorneme is om werknemers in diens te neem om twee of meer skofte te werk, moet eers die Raad van dié voorneme skriftelik in kennis stel en moet die ure noem waarin elke skof gewerk moet word.

(4) Geen werkgewer mag enige werk in die bouwyerheid, hetsy vir besoldiging of nie, buite die ure voorgeskryf by, of wat ooreenkomstig hierdie artikel bepaal mag word, aanvaar, onderneem of verrig nie, ook nie op Saterdag, Sondag, Goeie-Vrydag, Meidag, Kersdag of gedurende die jaarlikse verloftyd nie, tensy die verlof van die Raad vooraf verkry is, behalwe dat 'n werknemer werk slegs vir homself mag verrig.

(5) Geen werk behalwe dié in artikel 11 (1) genoem, mag deur 'n werkgewer of 'n werknemer op Goeie-Vrydag, Meidag, Kersdag, Saterdag, Sondag, of gedurende die jaarlikse verloftyd, sonder toestemming vooraf van die Raad, verrig word nie.

(6) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om vir 'n onafgebroke tydperk van meer as vyf uur sonder 'n onafgebroke pouse van minstens een uur te werk nie; met dien verstande dat vir die toepassing van hierdie subartikel, werktye wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou moet word.

11. OORTYDWERK.

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortydwerk te verrig nie, behalwe in die volgende gevalle:—

(a) Noodwerk of noodsaaklike dienste; met dien verstande dat 'n werkgewer in sulke gevalle die Sekretaris van die Raad sonder versuim daarvan in kennis moet stel; en

(b) waar die vereistes van die besondere geval dit nodig maak dat werk vinniger verrig sal word as wat moontlik is deur die ure te werk wat voorgeskryf is of wat ooreenkomstig artikel 10 van hierdie Ooreenkoms bepaal mag word, en wanneer die verlof van die Raad vooraf verkry is.

(2) Vir oortydwerk moet teen die volgende skale betaal word:—

(a) Op ander dae as Saterdag—

(i) een en 'n half maal die lone voorgeskryf by artikel 4 van hierdie Ooreenkoms vir enige tyd tot en met vier uur gewerk op enige dag meer as die ure voorgeskryf in, of as wat ooreenkomstig artikel 10 van hierdie Ooreenkoms en daarna bepaal mag word;

(ii) tweemaal die lone vir enige tyd op enige dag gewerk meer as die ure kragtens klousule (1) hiervan gewerk;

(b) On Saturdays—

- (i) one and one-half times the wages prescribed in section 4 of this Agreement for work done—
 - (aa) between 7.50 a.m. and 9.50 a.m. in the case of semi-skilled and unskilled labourers; and
 - (bb) between 8 a.m. and 10 a.m. in the case of all other employees; and
- (ii) twice such wages in respect of work done at other times.

12. TERMINATION OF EMPLOYMENT.

(1) An employer desirous of terminating the services of a journeyman shall give, in the case of carpenters, electricians, plumbers or joiners, not less than two hours' notice; and in the case of bricklayers, plasterers and other journeymen, not less than one hour's notice of such termination of employment to the journeyman. In the case of bricklayers, plasterers and other journeymen, notice of termination of employment shall take effect at the end of the ordinary hours of work on the day on which notice is given. Any journeyman desirous of terminating his services with an employer should give notice of his intention to do so before 10 a.m. on the day of termination of such employment if payment is required the same day, otherwise two hours' notice will apply and payment may in consequence take place on the next working day. Provided that employment shall not in any case terminate before finishing time, prescribed in or as may be laid down in accordance with section 10 of this Agreement.

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

13. STORAGE AND PROVISION OF TOOLS, ETC.

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops and on jobs other than jobbing work shall be insured by the employer against loss by fire, the maximum liability to be £20 in respect of each employee.

(2) Employers shall supply grindstones or emery wheels for sharpening tools on the job. This sub-section shall not apply to jobbing work.

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

- (a) *Asphalters*.—Rollers, brushes and straight-edges.
- (b) *Carpenters*.—All cramps, hand screws, glue brushes, wrenches, crowbars, augers and bits over 12 inches long and all hammers over 3 lb., hacksaw blades and saws for cutting asbestos.
- (c) *Masons and Stonecutters*.—
 - (i) Tools for working granite or hard stone and claws.
 - (ii) Suitable sheds for stonecutters, the roof of which must not be less than 10 feet high. This rule shall not apply to small jobs on building sites.
 - (iii) An employee to sharpen all tools.
- (d) *Painters, Glaziers and Paperhangers*.—All tools except putty knives, glass cutters, dusters and paperhangers' brushes and scissors.
- (e) *Plasterers*.—Dagga boards (wood) and stands of approximately 2 feet 6 inches in height, rollers, straight-edges and special granolithic tools.
- (f) *Plumbers and Gasfitters*.—
 - (i) Machines used in shop or on job.
 - (ii) Stake and riveting bars and drills of all sizes.
 - (iii) Screwing tackle, such as stock, dies, taps and ratchets.
 - (iv) Pipe-cutting tools and vices.
 - (v) Special and heavy caulking irons and fire-pots.
 - (vi) Metal pots and large ladles.
 - (vii) Chisels, punches and wall pins over 9 inches in length.
 - (viii) Soldering irons.
 - (ix) Files and hacksaw blades.
 - (x) Mandrills over 2 inches in diameter.
 - (xi) Rivet sets from No. 12 rivet and over, and grooving tools.
 - (xii) Sheet metal workers' mallets and heavy dressers.
 - (xiii) Punches over $\frac{1}{4}$ (quarter) inch in diameter, hollow or solid.
 - (xiv) Wrenches and tongs over 12 inches in length.
- (g) *Electricians*.—Large files, all vices, large chisels, saw blades, hole cutting tools for draw in boxes and screw cutting tools, all hammers over 2 lb. and high speed drills, metal pots and ladles and rawl plugs.

14. SPECIAL PROVISIONS COVERING THE PERFORMANCE OF CERTAIN CLASSES OF WORK.

Employers and employees shall observe the following rules:—

- (1) *Plasterers' Modelling Shops*.—The filling of moulds shall be carried out by unskilled labourers under the supervision of an employee, who shall be paid not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.

(b) Op Saterdag—

- (i) een en 'n half maal die lone voorgeskryf by artikel 4 van hierdie Ooreenkoms vir werk gedoen—
 - (aa) tussen 7.50 vm. en 9.50 vm. in die geval van halfgeskoolde en ongeskoolde arbeiders; en
 - (bb) tussen 8 vm. en 10 vm. in die geval van alle ander werknemers; en
- (ii) tweemaal die lone ten opsigte van werk op ander tye gedoen.

12. DIENSBEÏNDIGING.

(1) 'n Werkgewer wat verlang om die dienste van 'n vakman te beëindig, moet, in die geval van timmermans, elektrisiëns, loodgieters of skrynwerkers, minstens twee uur kennis gee; en in die geval van messelaars, pleisteraars en ander vakmanne, minstens een uur kennisgewing van dié beëindiging van diens aan die vakman. In die geval van messelaars, pleisteraars en ander vakmanne moet kennisgewing van diensbeëindiging in werking tree aan die einde van die gewone werkure op die dag waarop kennis gegee word. Enige vakman wat verlang om sy dienste met 'n werkgewer te beëindig, moet kennis van sy voorneme om dit te doen, voor 10 vm. op die dag van die beëindiging van dié diens gee, as betaling dieselfde dag verlang word, anders is twee uur kennisgewing van toepassing en daartengevolge mag betaling op die volgende werkdag plaasvind. Met dien verstande dat diens in geen geval mag eindig voor die sluitingstyd wat by artikel 10 van hierdie Ooreenkoms bepaal is of ingevolge dié artikel bepaal mag word nie.

(2) 'n Werkgewer in diens as 'n timmerman, elektrisiën, loodgieter of skrynwerker, mag toegelaat word om sy gereedskap in orde te bring gedurende die tydperk van kennisgewing in sub-artikel 1 van hierdie artikel genoem.

13. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) 'n Geskikte plek moet deur die werkgewer op alle werke verskaf word om gereedskap in toe te sluit. Dit is nie op klein werkies van toepassing nie. Alle werknemersgereedskap in werkwinkels en op werke, behalwe klein werkies, moet deur die werkgewer teen verlies deur brand versker word en die maksimum aanspreeklikheid moet £20 ten opsigte van elke werknemer wees.

(2) Werkgewers moet slypstene of amarilskywe verskaf vir die skerpmaak van gereedskap by die werk. Hierdie subartikel is nie op klein werkies van toepassing nie.

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

- (a) *Asphalwerkers*.—Rollers, borsels en reiplanke.
- (b) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, skroefslutels, koevoete, handbore en boorstukke oor 12 duim lank en alle hamers oor 3 lb., ystersaaglemme en sae om asbes te saag.
- (c) *Klipmesselaars en klipbeitelaars*.—
 - (i) Gereedskap om graniet of harde klip te bewerk, en kloue.
 - (ii) Geskikte afdakke vir klipbeitelaars, waarvan die dak minstens 10 vt. hoog moet wees. Hierdie reël is nie op klein werkies op bouterreine van toepassing nie.
 - (iii) 'n Werknemer om gereedskap skerp te maak.
- (d) *Skilders, glaswerkers en plakkers*.—Alle gereedskap behalwe stopverfmesse, glassnyers, stoffers en plakkers se kwaste en skêre.
- (e) *Pleisteraars*.—Mortelborde (hout) en bokke van ongeveer 2 vt. 6 dm. in hoogte, rollers, reiplanke en spesiale granolietgereedskap.
- (f) *Loodgieters en gasaanlêers*.—
 - (i) Masjiene wat in die werkplek of op die werk gebruik word;
 - (ii) handaambeelde en klinkhoute en boorysters van alle groottes;
 - (iii) draadsgnygereedskap soos snyblokke en -tappe, ens.;
 - (iv) pypsniers en bankskroewe;
 - (v) spesiale en swaar kalfaterysters en vuurpotte;
 - (vi) smeltpotte en groot gietlepels;
 - (vii) beitels, deurslae en muurpenne van langer as 9 duim;
 - (viii) soldeerboutte en blaaslampe;
 - (ix) vyle en metaalsaagblaaië;
 - (x) skroefspille van meer as 2 duim deursny;
 - (xi) klinknaelstelle van klinknaels No. 12 en groter en dryfbeitels;
 - (xii) metaalplaatwerkers se hamers en dryfhamers;
 - (xiii) deurslae van meer as $\frac{1}{4}$ (eenkwart) duim deursny, hol of solied;
 - (xiv) skroefslutels en tange van meer as 12 duim deursny.
- (g) *Elektrisiëns*.—Groot vyle, alle bankskroewe, groot beitels, saaglemme, gatsnygereedskap vir intrekkaste en skroefsgnygereedskap, alle hamers oor 2 lb. en snelbore, metaalpotte en „rawl“-proppe.

14. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE SOORTE WERK.

Werkgewers en werknemers moet onderstaande reëls nakom:—

- (1) *Pleisteraars se gietwerkswinkels*.—Die volmaak van gietvorms moet uitgevoer word deur ongeskoolde arbeiders onder die toesig van 'n werknemer wat minstens die loonskaal betaal moet word wat vir vakmanne by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, en geen werknemer aldus in diens mag lone teen 'n laer skaal aanneem nie.

(2) *Concrete Work.*—

- (i) An employee employed to perform any of the following operations:—
 (a) Making or erecting shuttering;
 (b) finishing surfaces;
 (c) supervising erection and fixing of reinforcing;
 (d) supervising levelling and other concrete work;

shall be paid not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.

- (ii) Every employer shall employ an employee at a rate of not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, who shall be continuously employed whilst concrete is being placed in situ, and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(3) *Stone Work.*—

- (a) (i) An employer shall not employ any person other than a mason as an operator of a stone turning and planing machine and/or of diamond and carborundum sawing machine unless such person is in receipt of wages not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.
 (ii) An employer shall not employ any person other than a qualified mason on work usually performed by masons, other than the work defined under the definition of semi-skilled labourer.
 (b) An employer shall pay an employee employed in fixing saw-blades, setting stones ready for sawing and/or fixing or levelling all stones for polishing machines, wages at not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.
 (c) An employer shall not permit masons' bankers to be less than 6 feet apart or dust to be blown off with exhaust or compressed air during working hours.
 (d) All squared stone must be worked in the employers' yard or on the job, but may be reduced in size at the quarry by the use of a small hammer only. When the employer's yard is situated at the quarry it must be a safe distance from the working face of the quarry.
 (4) *Scaffolding.*—An employer shall ensure that all scaffolding is constructed of sound material and that it is erected under the supervision of a rigger or other person to whom the employer shall pay not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.

15. WET WEATHER.

(1) *Shelter.*—At any site where building operations are being conducted employers shall provide shelter in which employees may take cover during wet weather.

(2) *Payment.*—An employee who is on the job at starting time shall receive payment of one hour's basic pay irrespective of whether he works during that time or not.

16. LATRINES.

Sanitary accommodation shall be provided by all employers on all jobs for Europeans and non-Europeans separately.

17. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at the lunch interval and in the afternoon. No employee may leave the position where he is working for tea in the morning or afternoon. Tea intervals shall be allowed from 10 a.m. to 10.7 a.m. and from 3.53 p.m. to 4 p.m.

18. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner shall observe the hours of work prescribed in section 10 hereof, or as may be laid down in this Agreement, and shall not, whether for remuneration or not, undertake or perform any work in the Building Industry outside the hours so prescribed, nor on Saturdays, Sundays, Good Friday, May Day or Christmas Day or during the annual leave period, unless the consent of the Council shall have first been obtained, save that such an employer or partner may perform work for himself only.

19. ADMINISTRATION OF AGREEMENT.

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

(2) *Betonwerk.*—

- (i) 'n Werknemer in diens om enigeen van ondergenoemde bedrywighede te verrig:—
 (a) Plankwerk maak of oprig;
 (b) Oppervlaktes afwerk;
 (c) Toesig hou oor die oprigting en aanbring van versterking;

(d) Toesig hou oor gelykmaak en ander betonwerk; moet minstens die loonskaal betaal word wat vir vakmanne by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, en geen werknemer aldus in diens mag lone teen 'n laer skaal aanneem nie.

- (ii) Elke werkgever moet 'n werknemer in diens hê teen minstens die loonskaal wat vir 'n vakman by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, wat onafgebroke in diens moet wees terwyl beton *in situ* geplaas word, en dit is die uitsluitlike plig van hierdie werknemer om toesig te hou oor ander persone wat hierdie klas werk verrig.

(3) *Klipwerk.*—

- (a) (i) 'n Werkgever mag geen ander persoon dan 'n klipmessel as die bediener van 'n klipdraai- en skaafmasjien en/of diamant- en karborundsaagmasjien in diens hê nie, ten sy dié persoon 'n loon ontvang van minstens die skale wat vir vakmanne in artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, en geen werknemer aldus in diens, mag lone teen 'n laer skaal aanneem nie.

- (ii) 'n Werkgever mag niemand behalwe 'n gekwalifiseerde klipmessel in diens hê op werk wat gewoonlik deur klipmesselaars verrig word nie, behalwe die werk omskryf onder die woordbepaling van halfgeskoolde arbeider.

- (b) 'n Werkgever moet 'n werknemer wat in diens is om saaglemme te stel, klippe reg te sit om gesaag te word en/of alle klippe vir polcermasjiene vassit of gelykmaak, die loon betaal teen minstens die skale voorgeskryf vir vakmanne in artikel 4 (1) (a) (iv) van hierdie Ooreenkoms, en geen werknemer aldus in diens mag 'n loon teen 'n laer skaal aanneem nie.

- (c) 'n Werkgever mag nie toelaat dat klipmesselarsstelsies minder as 6 vt. van mekaar staan nie of dat stof met uitlaat- of saamgeperste lug gedurende werkure afgeblaas word nie.

- (d) Alle gekapte klip moet in die werkgever se werkplek of op die werk self bewerk word, maar mag by die klippreekplek slegs met behulp van 'n splythamer kleiner gemaak word. As die werkgever se werkplek by die klippreekplek geleë is, moet dit op 'n veilige afstand van die werkfront van die klippreekplek af wees.

- (4) *Steiers.*—'n Werkgever moet sorg dat alle steiers van goeie materiaal gemaak is en dat dit opgerig is onder toesig van 'n takelaar of ander persoon aan wie die werkgever minstens die skale moet betaal wat vir vakmanne by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, en geen werknemer aldus in diens mag 'n loon teen 'n laer skaal aanneem nie.

15. NAT WEER.

(1) *Skuiing.*—Op enige plek waar bouwerkzaamhede uitgevoer word, moet werkgevers 'n skuiplek verskaf waarin werknemers gedurende nat weer kan skuil.

(2) *Betaling.*—'n Werknemer wat by die begintyd by die werk is, moet betaling van een uur se basiese loon ontvang, of hy gedurende daardie tyd werk of nie.

16. LATRIENE.

Sanitêre geriewe moet deur alle werkgevers op alle werke vir Blankes en Nie-blankes apart verskaf word.

17. VERVERSINGS.

Elke werkgever moet 'n persoon verskaf vir die bereiding van tee vir sy werknemers in die oggend, tydens die middagete-onderbreking en in die namiddag. Geen werknemer mag die plek waar hy werk, vir tee in die oggend of in die namiddag verlaat nie. Tee-onderbrekings moet van 10 vm. tot 10.7 vm. en van 3.53 nm. tot 4 nm. toegestaan word.

18. WERKENDE WERKGEWER OF VENNOOT.

Elke werkende werkgever en/of vennoot moet die werkure nakom wat in artikel 10 hiervan voorgeskryf word, of wat in hierdie Ooreenkoms bepaal mag word, en mag nie, hetsy vir besoldiging of nie, enige werk in die bouwyerheid buite die ure aldus voorgeskryf, onderneem of verrig nie, ook nie op Saterdag, Sondag, Goeie-Vrydag, Meidag of Kersdag of gedurende die jaarlikse verloftyd nie, tensy die verlof van die Raad vooraf verkry is, behalwe dat so'n werkgever of vennoot werk slegs vir homself mag verrig.

19. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en hy mag menings ter leiding van werkgevers en werknemers uitspreek wat nie strydig met die bepalinge daarvan is nie.

20. EXPENSES OF THE COUNCIL.

(1) (a) For the purpose of meeting the expenses of the Council, each employer shall, on each pay day, deduct one shilling from the earnings of each journeyman employed by him for whom wages are laid down in section 4 (1), sub-sections (a) (iii) and (iv) of this Agreement.

(b) In respect of each shilling deducted in terms of clause (a) of this sub-section, the employer shall contribute eightpence.

(c) All deductions and contributions made in terms of this section shall be paid to the Council by the employer in the manner prescribed in sub-section (2) of this section.

(2) (a) All amounts payable in accordance with the provisions of sub-section (1) of this section shall be paid to the Council before the 7th day of each month in respect of the previous month.

(b) All amounts paid in accordance with the foregoing terms of this section shall be shown in detail on the prescribed form (Annexure B) together with the number of journeymen and their trades.

(c) Where an employer did not employ journeymen, such an employer shall nevertheless submit a return before the 7th day of each month, with the words "No Journeymen" or "No Artisans" written across the form (Annexure B).

(d) All returns (Annexure B) shall bear the signature of the employer or the signature of his duly authorised representative.

21. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

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

(3) A licence of exemption signed by the Secretary of the Council shall be issued to every person exempted and a copy of each such exemption shall be forwarded to the Divisional Inspector, Department of Labour, Port Elizabeth.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted. An employer or employee shall observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if it were a term of this Agreement.

22. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry shall within three days of the date of becoming an employer or of the Agreement coming into force, whichever is the later, forward to the Secretary of the Council the following particulars:—

(i) Full name.

(ii) Business address.

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

(b) (i) Where the employer is a partnership or company, information in accordance with sub-section (1) (a) of this section shall be furnished to the Council in respect of each partner, director, manager or secretary.

(ii) Every individual employer, partnership or company shall—
(a) furnish to the Council the full title or style under which such business is to be conducted;

(b) notify the Council in writing, within fourteen days, of any change in the title, style, management, partners or address of such business;

(c) give notice in writing to the Council, within fourteen days, of any permanent change in the nature of the business operations, or any additional operations conducted under the existing registered name, title or style.

(d) give notice in writing to the Council, within fourteen days, of ceasing operations in the Building Industry.

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

23. NOTICE BOARDS.

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

24. TIME AND WAGE RECORDS.

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

20. UITGAWES VAN DIE RAAD.

(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever op elke betaaldag een sjieling aftrek van die verdienste van elke vakman by hom in diens vir wie lone by artikel 4 (1), subartikel (a) (iii) en (iv) van hierdie Ooreenkoms voorgeskryf is.

(b) Die werkgever moet 8d. bydra ten opsigte van elke sjieling afgetrek ingevolge klousule (a) van hierdie subartikel.

(c) Alle aftrekking en bydraes ingevolge hierdie artikel gemaak, moet deur die werkgever aan die Raad betaal word op die wyse voorgeskryf by subartikel (2) van hierdie artikel.

(2) (a) Alle bedrae wat ooreenkomstig die bepalinge van subartikel (1) van hierdie artikel betaalbaar is, moet voor die 7de dag van elke maand ten opsigte van die vorige maand aan die Raad betaal word.

(b) Alle bedrae wat kragtens die voorgaande bepalinge van hierdie artikel betaal is, moet in besonderhede op die voorgeskrewe vorm (Aanhangsel B), getoon word, tesame met die getal vakmanne en hul bedrywe.

(c) Ingeval 'n werkgever nie ambagsmanne in diens het nie, moet so'n werkgever nogtans 'n opgawe voor die 7de dag van elke maand instuur, met die woorde „Geen ambagsmanne” of „Geen vakmanne” dwarsoor die vorm (Aanhangsel B) geskryf.

(d) Alle opgewes (Aanhangsel B) moet die handtekening van die werkgever of die handtekening van sy gemagtigde verteenwoordiger toon.

21. VRYSTELLINGS.

(1) Die Raad mag vrystelling van enigen van die bepalinge van hierdie Ooreenkoms om enige goeie en voldoende rede verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes vas te stel waarop en die tydperk waarvoor enige vrystelling geldig sal wees.

(3) 'n Vrystellingslisensie, deur die Sekretaris van die Raad geteken, moet aan elke vrystelste persoon uitgereik en 'n kopie van elke sodanige vrystelling aan die Afdelingsinspekteur, Departement van Arbeid, Port Elizabeth, gestuur word.

(4) 'n Vrystellingslisensie kan te eniger tyd in die loop van die tydperk waarvoor dit uitgereik is, deur die Raad gewysig of ingetrek word. 'n Werkgever of werknemer moet die bepalinge kragtens 'n vrystellingslisensie vasgestel, op dieselfde wyse nakom asof dit 'n bepaling van hierdie Ooreenkoms is.

22. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgever in die nywerheid moet binne drie dae van die datum waarop hy 'n werkgever word of waarop die Ooreenkoms van krag word, na gelang van die jongste, onderstaande besonderhede aan die Sekretaris van die Raad stuur:—

(i) Naam voluit.

(ii) Besigheidsadres.

(iii) Die bedryf of bedrywe wat hy in die nywerheid beoefen.

(b) (i) As die werkgever 'n vennootskap of maatskappy is, moet inligting kragtens subartikel (1) (a) van hierdie artikel aan die Raad ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris verskaf word.

(ii) Elke individuele werkgever, vennootskap of maatskappy moet—

(a) die Raad van die volle titel of firmanaam voorsien waar- onder die besigheid gevoer gaan word;

(b) die Raad skriftelik binne 14 dae in kennis stel van enige verandering van die titel, firmanaam, bestuur, vennote of adres van die besigheid;

(c) skriftelik kennis binne 14 dae aan die Raad gee van enige permanente verandering in die aard van die besigheidsbedrywighede, of enige bykomende bedrywighede onder die geregistreerde naam, titel of firmanaam gevoer;

(d) kennis skriftelik aan die Raad binne 14 dae gee van staking van bedrywighede in die bounywerheid.

(2) Die Sekretaris van die Raad moet 'n register van alle werk- gewers en vennootskappe in subartikel (1) hiervan genoem, hou.

23. KENNISGEWINGBORDE.

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

24. TYD- EN LOONREGISTERS.

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

25. AGENTS.

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

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

26. EXHIBITION OF AGREEMENT.

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

27. ENGAGEMENT OF EMPLOYEES.

(1) Members of the Trade Unions agree to accept employment with members of the Employers' Organisation only, and members of the Employers' Organisation agree to employ members of the Trade Unions only: Provided that this clause shall not apply where an employer or employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause: Provided further, that any person who feels aggrieved by the Council's decision in confirming any decision of the parties, may bring the facts to the notice of the Minister of Labour, and if the Minister, after consultation with the Council, so decides, this subsection shall not apply in relation to such person with effect from the date specified by the Minister, which date shall be notified to the aggrieved person and to the Council.

(2) Proof of membership of any of the Trade Unions shall be the production of a quarterly working card provided by the Council and issued by the Trade Union concerned, and such working card shall be produced by the employee on demand.

(3) The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa, provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the Trade Union concerned to become a member of it, the provisions of this section shall immediately come into operation.

28. EMPLOYMENT OF MINORS.

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

29. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

(1) Every employer shall grant and every employee shall take leave beginning at the normal stopping time on the 21st December, 1950; 20th December, 1951; 18th December, 1952; 17th December, 1953; and ending at the normal starting time on the 8th January, 1951; 7th January, 1952; 5th January, 1953; 4th January, 1954, respectively, except—

- (a) in a case of emergency work or an essential service, when the employer must notify the Secretary of the Council without delay; or
- (b) in a case where the prior permission of the Council has first been obtained.

In the case of exceptions under clauses (a) and (b) of this sub-section, every employer shall grant and every employee shall take leave in an unbroken period of 17 days beginning at the normal stopping time on a Friday and ending at the normal starting time on a Tuesday, such substituted leave ending not later than the first Tuesday in April following. The date of such substituted leave shall be notified to the Secretary of the Council in writing before the commencement of such leave. When Good Friday falls within the period of such leave one full day shall be added to the said period as a further day's leave, and the employee shall be paid one day's basic pay in respect of such day not later than the first pay day following resumption of work or on date of termination of services, whichever is the earlier.

(2) Good Friday and May Day shall be holidays on full pay for all employees other than semi-skilled and unskilled labourers, provided that whenever an employee works on either of these days his employer shall in addition pay him remuneration as prescribed in sub-section 4 (2) of this Agreement.

(3) Each employer shall purchase from the Council stamps to enable him to comply with paragraph (a) of sub-section (4) hereof and an adequate reserve shall at all times be maintained by him. The Council may refund to an employer the value of any unused stamps returned.

25. AGENTE.

(1) Die Raad moet een of meer persone as agente aanstel om te help om die bepalings van hierdie Ooreenkoms toe te pas. 'n Agent moet die reg hê—

- (a) om enige persele of plek waarin die nywerheid beoefen word, binne te gaan te eniger tyd wanneer hy redelike grond het om te glo dat enige persoon daarin in diens is;
- (b) om of alleen of in die aanwesigheid van enige ander persone soos hy goedvind ten opsigte van sake betreffende hierdie Ooreenkoms, elke persoon mondeling te ondersoek wat hy in of by die persele of plek vind en van die persone vereis om die gestelde vrae te beantwoord;
- (c) om die voorlegging van dié boeke, tydstate, registers en dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, te eis en dit te ondersoek, nagaan of af te skryf.

26. VERTONING VAN OOREENKOMS.

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

27. INDIENSNEEMING VAN WERKNEMERS.

(1) Lede van die vakverenigings stem toe om diens slegs by lede van die werkgewersorganisasie aan te neem, en lede van die werkgewersorganisasie stem toe om slegs lede van die vakverenigings in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is as, na die Raad se mening, lidmaatskap van 'n party by hierdie Ooreenkoms sonder grondige rede geweier is nie; voorts met dien verstande dat enige persoon wat hom deur die Raad se beslissing om enige besluit van die party te bekrachtig, veronreg voel, die feite onder die aandag van die Minister van Arbeid mag bring, en as die Minister, na raadpleging met die Raad, so beslis, is hierdie subartikel, met ingang van die datum deur die Minister bepaal, nie van toepassing ten opsigte van sodanige persoon nie, en hierdie datum moet aan die veronregte persoon en die Raad meegedeel word.

(2) Bewys van lidmaatskap van enigeen van die vakverenigings is die voorlegging van 'n driemaandelikse werkkaart deur die Raad verskaf en deur die betrokke vakvereniging uitgereik, en dié werkkaart moet deur die werknemer op aanvraag getoon word.

(3) Die bepalings van hierdie artikel is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie van Suid-Afrika binnegekom het nie, met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande waarop hy diens in die nywerheid begin het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand gewys het, die bepalings van hierdie artikel onmiddellik van toepassing moet wees.

28. INDIENSNEEMING VAN MINDERJARIGES.

Niemand onder die ouderdom van vyftien jaar mag in die nywerheid in diens wees nie.

29. JAARLIKSE VERLOF EN BETAALDE OPENBARE VAKANSIEDAE.

(1) Elke werkgewer moet verlof met ingang van die gewone sluitingstyd op onderstaande datum toestaan en elke werknemer moet dit neem, naamlik op 21 Desember 1950; 20 Desember 1951; 18 Desember 1952; 17 Desember 1953, en wat op die gewone begintyd, onderskeidelik op 8 Januarie 1951, 7 Januarie 1952, 5 Januarie 1953, 4 Januarie 1954, eindig, behalwe—

- (a) in die geval van noodwerk of 'n noodsaaklike diens, wanneer die werkgewer die Sekretaris van die Raad onmiddellik daarvan in kennis moet stel; of
- (b) in 'n geval waar die toestemming van die Raad vooraf verkry is.

In die geval van uitsonderings onder klousules (a) en (b) van hierdie subartikel moet elke werkgewer verlof in 'n onafgebroke tydperk van 17 dae met ingang van die gewone sluitingstyd op 'n Vrydag en eindigende op die gewone begintyd op Dinsdag aan elke werknemer toestaan en moet elke werknemer dit neem, en mag sodanige verlof nie later as die eerste Dinsdag in April wat daarop volg, eindig nie. Die datums van dié verlof moet skriftelik aan die Sekretaris van die Raad voor die aanvang van die verlof meegedeel word. Wanneer Goeie-Vrydag binne dié tydperk van die verlof val, moet een volle dag by die genoemde tydperk as 'n verdere dag verlof gevoeg word, en die werknemer moet een dag se basiese loon ten opsigte van sodanige dag op of voor die betaaldag na hervatting van werk of op die datum van diensbeëindiging betaal word, na gelang watter datum die vroegste is.

(2) Goeie-Vrydag en Meidag moet vakansiedae met volle betaling vir alle werknemers wees, behalwe vir halfgeskoolde en ongeskoolde arbeiders; met dien verstande dat ingeval 'n werknemer op enigen van dié dae werk, sy werkgewer hom daarbenewens besoldiging moet betaal soos in artikel 4 (2) van hierdie Ooreenkoms voorgeskryf is.

(3) Elke werkgewer moet seëls van die Raad koop om hom in staat te stel om paragraaf (a) van subartikel (4) hiervan na te kom en 'n voldoende reserwevoorraad moet te alle tye deur hom gehou word. Die Raad mag die waarde van alle ongebruikte seëls wat teruggestuur word, aan die werkgewer vergoed.

(4) Each employer shall—

- (a) issue to each journeyman employed by him for whom wages are prescribed in paragraphs (iii) and (iv) of section 4 (1) (a) of this Agreement stamps referred to in sub-section (3) hereof, cancelled with his name and the date, to the value of 3 pence per hour worked by such employee, other than overtime or time worked on Saturdays, Sundays, Good Friday, May Day and Christmas Day;
 - (b) pay to each semi-skilled labourer and mechanical vehicle driver in his employ as a holiday wage, 1½ pence per hour exclusive of overtime or time worked on Saturdays, Sundays, Good Friday, May Day and Christmas Day, which payment shall be made at the same time as such employee is entitled to his ordinary remuneration;
 - (c) pay to each unskilled labourer in his employ as a holiday wage ½ pence per hour exclusive of overtime or time worked on Saturdays, Sundays, Good Friday, May Day and Christmas Day, which payment shall be made at the same time as such employee is entitled to his ordinary remuneration;
 - (d) pay to each apprentice in his employ as a holiday allowance an amount equal to the remuneration which he would have received had he worked during such period, less any amount paid in respect of public holidays falling within that period in terms of sub-section (2) of this section.
- (5) Each employee to whom stamps are issued shall affix the stamps in a contribution book which he shall obtain from the Secretary of the Council and retain. The Council shall make a charge of 1s. for each book. Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee, setting out his full name, address and occupation and bearing his usual signature.
- (6) The amounts paid to the Council in purchase of stamps shall be retained by the Council on behalf of the employees to whom such stamps will be issued as a portion of wages deferred for leave purposes and shall be paid into a fund to be known as the "Building Industry Holiday Fund".
- (7) As early as possible after the second Friday, and not later than the third Friday in November of each year, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt, and the Secretary of the Council shall pay to the employee a sum of money equal to the value of the stamps affixed in his contribution book at a date not later than the day prior to the commencement of his holiday period.
- (8) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-section (4) of this section unless such stamps are properly cancelled and affixed in a contribution book and such contribution book is deposited with the Council.
- (9) No employee shall be entitled to claim payment from the Council of the value of any stamps received by him before the day prior to the commencement of his holiday period.
- (10) The contribution books and stamps issued to employees are not transferable and moneys due to an employee or the right thereto shall not be ceded or pledged. Stamps in the possession of any person obtained in any manner otherwise than laid down in the terms of this Agreement may be confiscated by the Council for the benefit of the general funds of the Council.
- (11) Any amounts held by the Council to the credit of the Building Industry Holiday Fund may be invested by the Council from time to time on fixed deposit or on call with a bank or building society and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the fund. No employer or employee shall have any claim in respect of such interest, and neither shall they be responsible for any contribution towards the expense of administering the fund.
- (12) Any unclaimed moneys standing to the credit of the holiday fund at the end of each year shall, after the lapse of six months from the date of the annual payout, be transferred to the benefit of the general funds of the Council. Provided that where any late claims are received after the prescribed period has elapsed, payment of such claims will be considered on their merits by the Council.

30. APPLICATION.

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

Signed on behalf of the parties at Port Elizabeth on this Tenth day of August, 1950.

F. G. BLACK,
Chairman of the Council.
F. C. BARWOOD,
Vice-Chairman of the Council.
R. VAN DER MERWE,
Secretary of the Council.

(4) Elke werkgever moet—

- (a) Aan elke vakman by hom in diens vir wie lone in paragrawe (iii) en (iv) van artikel 4 (1) (a) van hierdie Ooreenkoms voorgeskryf is, seëls uitreik wat in subartikel (3) hiervan genoem word, gekanselleer met sy naam en die datum, ter waarde van 3d. per uur deur dié werknemer gewerk, behalwe oortyd of tyd gewerk op Saterdag, Sondag, Goeie-Vrydag, Meidag en Kersdag;
 - (b) Aan elke halfgeskoolde arbeider en bestuurder van 'n meganiese voertuig in sy diens, 1½d. per uur as 'n vakansiëloon betaal met uitsluiting van oortyd of tyd gewerk op Saterdag, Sondag, Goeie-Vrydag, Meidag en Kersdag, en dié betaling moet op dieselfde tyd gemaak word as dié waarop die werknemer op sy gewone betaling geregtig is;
 - (c) Aan elke ongeskoolde arbeider in sy diens ½d. per uur as vakansiëloon betaal, met uitsluiting van oortyd of tyd gewerk op Saterdag, Sondag, Goeie-Vrydag, Meidag en Kersdag, en dié betaling moet op dieselfde tyd gemaak word as dié waarop die werknemer op sy gewone besoldiging geregtig is;
 - (d) Aan elke vakleerling in sy diens as 'n vakansietoelae 'n bedrag betaal gelyk aan die besoldiging wat hy sou ontvang het as hy gedurende dié tydperk gewerk het, min enige bedrag betaal ten opsigte van openbare vakansiedae wat in daardie tydperk kragtens subartikel (2) van hierdie artikel val.
- (5) Elke werknemer aan wie seëls uitgereik is, moet die seëls in 'n bydraersboekie plak wat hy van die Sekretaris van die Raad moet verkry en hou. Die Raad moet 1s. vir elke boek laat betaal. Aansoek om 'n bydraersboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkry en deur die werknemer ingevul moet word, met sy naam voluit, adres en bedryf en sy gewone handtekening daarop.
- (6) Die bedrae aan die Raad betaal by die koop van seëls moet deur die Raad namens die werknemers gehou word aan wie sulke seëls uitgereik sal word as 'n gedeelte van lone vir verlofdoeleindes uitgestel, en moet in 'n fonds betaal word bekend as die „Vakansiefonds van die Bounwyerheid“.
- (7) So gou moontlik na die tweede Vrydag, en nie later as die derde Vrydag in November elke jaar nie, moet elke werknemer sy bydraersboekie in ruil vir 'n kwitansie by die Sekretaris van die Raad deponeer, en die Sekretaris van die Raad moet aan die werknemer 'n som geld betaal gelyk aan die waarde van die seëls wat in sy bydraersboekie geplak is, op 'n datum nie later as die dag voor die aanvang van sy vakansietyd nie.
- (8) Die Raad is nie aanspreeklik om betaling te maak ten opsigte van seëls wat kragtens subartikel (4) van hierdie artikel aan werknemers uitgereik is nie, tensy dié seëls behoorlik gekanselleer en in 'n bydraersboekie geplak en die bydraersboekie by die Raad gedeponeer is.
- (9) Geen werknemer is geregtig om betaling van die Raad vir die waarde van seëls te eis wat deur hom voor die dag voor die aanvang van sy verloftyd ontvang is nie.
- (10) Die bydraersboekie en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en gelde aan 'n werknemer verskuldig of die reg daartoe, mag nie gesedeer of verpand word nie. Seëls in besit van enige persoon, verkry op enige manier anders as wat in die bepalings van hierdie Ooreenkoms vasgestel is, mag deur die Raad ten bate van die algemene fonds van die Raad gekonfiskeer word.
- (11) Bedrae deur die Raad tot Krediet van die Vakansiefonds van die Bounwyerheid gehou, mag van tyd tot tyd deur die Raad op vaste deposito of op aanvraag by 'n bank of bougenootskap belê word, en rente wat uit sulke beleggings gekweek word, is die uitsluitlike eiendom van die Raad as vergoeding vir die bestuur van die fonds. Geen werkgever of werknemer het enige eis ten opsigte van die rente nie, ook is hulle nie verantwoordelik vir enige bydrae tot die uitgawes verbonde aan die bestuur van die fonds nie.
- (12) Enige onopgeëiste gelde op krediet van die vakansiefonds aan die einde van elke jaar moet, na verstryking van ses maande van die datum van die jaarlikse uitbetaling af, tot voordeel van die algemene fonds van die Raad oorgedra word. Met dien verstande dat ingeval laat eise ontvang word nadat die voorgeskryfde tyd verstryk het, betaling van sulke eise deur die Raad op hul meriete oorweeg sal word.

30. TOEPASSING.

Geen werkgever of werknemer mag die bepalings van hierdie Ooreenkoms tersyde stel nie, hetsy die genoemde bepaling 'n voordeel of verpligting vir die betrokke werkgever of werknemer skep of nie. Elke bepaling skep 'n reg of verpligting, al na die geval, ongeag die bestaan van ander bepalings.

Namens die partye hede die 10de dag van Augustus 1950 in Port Elizabeth geteken.

F. G. BLACK,
Voorsitter van die Raad.
F. C. BARWOOD,
Ondervoorsitter van die Raad.
R. VAN DER MERWE,
Sekretaris van die Raad.

ANNEXURE A.		AANHANGSEL A.	
WAGE ENVELOPE.		LOONKOEVERT.	
EMPLOYER'S NAME. Date _____		NAAM VAN WERKGEWER. Datum _____	
Employee _____		Werknemer _____	
Hours.....	£	Ure.....	£
Overtime.....	£	Oortydwerk.....	£
Cost of Living Allowance.....	£	Lewenskostoelae.....	£
Transport.....	£	Vervoer.....	£
Living Away Allowance.....	£	Uitwoontoelae.....	£
TOTAL.....	£	TOTAAL.....	£
<i>Deductions.</i>		<i>Afreckings.</i>	
Holiday Fund.....	£	Vakansiefonds.....	£
Council Levy.....	£	Raadsfondsheffing.....	£
Unemployment Fund.....	£	Werkloosheidsfonds.....	£
Sundries.....	£	Diverse.....	£
Amount Due in Cash.....	£	Kontantbedrag verskuldig.....	£
Holiday Fund Stamps: Value Enclosed.....	£	Vakansiefondseëls: Waarde ingesluit.....	£

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (PORT ELIZABETH).

CONTRIBUTIONS TO COUNCIL FUNDS.

Name of Employer	Address	Week Ending (Date.)	Trade.	Number of Artisans.	Artisan's Contributions.	Remarks.
			Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			Note. (1) This statement must be sent to the Secretary, P.O. Box 235, not later than the 7th day of the month following that for which the return is made. When no artisans are employed, the form must be marked accordingly, and sent in. (2) Failure to submit this statement when due is an offence in terms of the Industrial Conciliation Act, No. 36 of 1937 [section 53 (1)].
			Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			
			Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			
			Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			
			Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			
			Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			
			Employee's Total.....			Employer's Signature.....
			Employer's Contribution.....			Council's Receipt No.....
						TOTAL.....£

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (PORT ELIZABETH).

BYDRAES TOT RAADSFONDS.

Naam van werkgewer

Adres

Week eindigende (Datum).	Bedryf.	Getal vakmanne.	Vakman se bydrae.	Opmerkings.
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilders en glasmakers..... Ander vakmanne.....			Let Wel. (1) Hierdie staat moet op of voor die 7de van die maand wat volg op dié ten opsigte waarvan die staat ingedien word, aan die Sekretaris, posbus 235, gestuur word. As geen vakmanne in diens is nie, moet die vorm dienoreenkomstig gemerk en ingestuur word. (2) Versuim om hierdie staat op datum in te dien, is 'n misdryf ingevolge die Nywerheid-verseeningswet, Wet No. 36 van 1937 [artikel 53 (1)].
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilders en glasmakers..... Ander vakmanne.....			
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilders en glasmakers..... Ander vakmanne.....			
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilders en glasmakers..... Ander vakmanne.....			
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilders en glasmakers..... Ander vakmanne.....			Werkgewer se handtekening..... Raad se kwitansienommer.....
	Werknemer se totaal.....			
	Werkgewer se bydrae.....			TOTAAL.....f

* No. 3075.]

[8 December 1950.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING INDUSTRY, PORT ELIZABETH.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, Port Elizabeth, published under Government Notice No. 3074 of the 8th December, 1950, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

* No. 3075.]

[8 Desember 1950.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, PORT ELIZABETH.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid Port Elizabeth bekendgemaak by Goewermentskennisgewing No. 3074 van 8 Desember 1950, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

IMPORTERS EXPORTERS INDUSTRIALISTS

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