

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.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 3076.] [8 December 1950.
 INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, WESTERN PROVINCE.

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, Western Province, shall be binding from the 26th day of December, 1950, and for the period ending the 15th day of January, 1952, upon the employers' organisation and trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 17 (inclusive), 19, and 21 to 24 (inclusive) of the said Agreement shall be binding from the 26th day of December, 1950, and for the period ending the 15th day of January, 1952, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West, and from the 26th day of December, 1950, and for the period ending the 15th day of January, 1952, the provisions contained in clauses 1, 3 to 17 (inclusive), 19 and 21 to 24 (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.

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 3076.] [8 Desember 1950.
 NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, WESTELIKE PROVINSIE.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Bounywerheid, Westelike Provinsie, vanaf die 26ste dag van Desember, 1950, en vir die tydperk wat eindig op die 15de dag van Januarie 1952, bindend is op die werkgewersorganisasie en 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 17, 19, en 21 tot en met 24 van genoemde Ooreenkoms vanaf die 26ste dag van Desember, 1950, en vir die tydperk wat eindig op die 15de dag van Januarie 1952, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes; 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 en 21 tot en met 24 van genoemde Ooreenkoms vanaf die 26ste dag van Desember, 1950, en vir die tydperk wat eindig op die 15de dag van Januarie 1952, in die magistraatsdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskrywing 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 (WESTERN PROVINCE).

AGREEMENT.

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

Boland Master Builders' Association

(hereinafter called "the employers" or "the employers' organization"), of the one part, and the

Amalgamated Society of Woodworkers,
South African Operative Masons' Society,
Western Province Building, Electrical and Allied Trades' Union

(hereinafter called "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Building Industry (Western Province)

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed—

(a) in the Magisterial District of Paarl by all employees excepting stonemasons, and by the employers of all such employees;

(b) in the Magisterial Districts of Wellington, Stellenbosch and Somerset West by all employees except stonemasons who are engaged in the manufacture and erection of gravestones and cemetery memorials of all types, and by the employers of all such employees;

provided that they shall apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, or any contract entered into, or any condition fixed thereunder, and shall apply to trainees under the Housing (Emergency Powers) Act, No. 45 of 1945, in so far as they are not inconsistent with any regulations made or any conditions fixed under such Act, and provided further that they shall not apply to persons engaged in the erection, maintenance, repair or alterations on farms of dwelling-houses or other buildings, the cost of the erection, maintenance, repair or alteration whereof does not exceed a total of £500; and provided further that the terms of clauses 7, 11, 12, 15 and 18, shall not apply to employees engaged on unskilled work.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force until the 15th January, 1952, or for such period as may be determined by him

3. DEFINITIONS.

Any expression used in this Agreement, which are defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act.

"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, 1922, or the Apprenticeship Act, 1944.

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material 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 activities or sub-division thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations—

bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work and asphalt and sheeting;

electrical installation, which includes electrical fitting and wiring and operations incidental thereto, including maintenance work performed by employees of employers whose business it is to undertake such maintenance;

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

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the article 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 in lead and other metals, which includes the manufacture and/or fixing of lights, display signs and glazing relating thereto;

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE).

OOREENKOMS

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

„Boland Master Builders' Association“

(hierna genoem „die werkgewers“ of „die werkgewersorganisasie“), aan die eenkant, en die

„Amalgamated Society of Woodworkers“;

„South African Operative Masons' Society“;

„Western Province Building, Electrical and Allied Trades' Union“;

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet nagekom word—

(a) in die magistraatsdistrik Paarl, deur alle werknemers, behalwe klippesselaars, en deur die werkgewers van sodanige werknemers;

(b) in die magistraatsdistrikte Wellington, Stellenbosch en Somerset-Wes deur alle werknemers, behalwe klippesselaars, wat in diens is vir die vervaardiging en oprigting van grafstene en begraafplaasgedenkstene van alle soorte, en deur die werkgewers van al dié werknemers;

met dien verstande dat hulle op vakleerlinge van toepassing is vir sover hulle nie met die bepalings van die Wet op Vakleerlinge, of 'n kontrak daarvolgens gesluit, of voorwaardes daarvolgens vasgestel in stryd is nie en van toepassing is op leerlinge kragtens die Wet op Behuising (Noodmagte) (Wet No. 45 van 1945), vir sover hulle nie met enige regulasies kragtens daardie Wet opgestel of vasgestel strydig is nie; en verder met dien verstande dat hulle nie van toepassing is nie op persone wat werksaam is in verband met die oprigting, onderhoud, herstel of verbouing op plase van huise of ander geboue waarvan die koste van oprigting, onderhoud, herstel of verbouing hoogstens £500 bedra;

en voorts met dien verstande dat die bepalings van klousules 7, 11, 12, 15 en 18 nie op werknemers wat ongeskoolde werk verrig van toepassing is nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid vasgestel word kragtens artikel agt-en-veertig van die Wet en bly van krag tot 15 Januarie 1952, of vir 'n tydperk wat deur hom vasgestel mag word.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet.

„Wet“ beteken die Nywerheid-versoeningswet, 1937.

„Vakleerling“ beteken 'n werknemer wat in diens is kragtens 'n leerlingkontrak geregistreer ingevolge die bepalings van die Vakleerlingen Wet, 1922, of die Wet op Vakleerlinge, 1944.

„Bounywerheid“ beteken sonder die gewone betekenis van die uitdrukking in 'n enkele opsig te beperk, die nywerheid waarin werkgewer en werknemer verbonde is vir die doel van oprigting, voltooiing, hernuwing, herstel, onderhoud, of verbouing van geboue en bouwerke en/of maak van artikels vir gebruik vir die oprigting, voltooiing, of verbouing van geboue en bouwerke, of die werk verrig, die materiaal berei, of die nodige artikels gemaak word op die terreine van die geboue, of bouwerke, of elders en sluit in alle werk wat daarin verrig word deur persone wat in die volgende vakke, of onderafdelings daarvan, werksaam is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue sowel as die sloping van geboue, tensy die betrokke werkgewer kan aantoon dat sodanige sloping nie vir die doel van voorbereiding van die terrein vir bouwerksaamhede uitgevoer is nie—

Messelwerk, ook betonwerk en die aanbring van betonblokke, -platstene of -plate en glasstene, beteël van mure en vloere, voegwerk, plaveiwerk, mozaïekwerk, sigwerk in leiklip, marmar en komposisie, rioolaanleg, lê van lei- en dakpanne, bitumenwerk en asfaltwerk en plaatbekleding;

elektriese installasie, ook elektriese montering en bedrading en bybehorende werksaamhede, met inbegrip van onderhoudswerk as dit verrig word deur werknemers van werkgewers wat daarvan 'n besigheid maak om sulke onderhoud te onderneem; *vernies*, ook poleer met 'n kwas of kussinkie en met enige mengsel spuit;

skrynwerk, ook die vervaardiging van alle skrynwerkartikels, of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou aangebring word of nie;

hyserinstallasie, ook die vervaardiging van hyserbakke of -kooie en die oprigting en/of onderhoud van hyers;

werk met glas in lood en ander metale, die vervaardiging en/of aanbring van ligopenings, 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 and the manufacture and erection of gravestones and cemetery memorials of all types, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stone-working machinery other than stone-polishing machinery, and the sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

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

painting, which includes the process of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, sizing, paperhanging, spraying, glazing, oiling, wax-polishing, distemping, lime and colour washing, woodwork preservation, and which also includes paint removal, scraping, washing and cleaning of painted or distemped walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stone work, wall and floor tiling, paving, mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, 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, caulking, ventilating, heating, hot and cold water fitting, fire installation, and the manufacture and fitting of all sheet metal work, whether or not the fixing on the building or structure is done by the person making or preparing the article used;

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

steel reinforcing, which includes the making and erection of shuttering, supervising of the bending, placing, and fixing in position of steel and concrete;

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

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, asbestos tile, shingling and other roof covering, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood, cork, and rubber and sand-papering of same, cork carpeting and any class of kind of linoleum when fixed in any building or structure, the application of asphaltic saturated felt of fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

"Pay load" means the maximum weight which a motor vehicle is authorised to carry in terms of any motor carrier certificate, or certificate of exemption from obligation to take out such motor carrier certificate issued by the local Road Transportation Board (Cape Town), in terms of the Motor Carrier Transportation Act (No. 39 of 1930) and the regulations promulgated thereunder.

"Council" means the Industrial Council for the Building Industry (Western Province), 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 Act.

"Driver" shall in respect of a mechanical vehicle, refer to the person having control of the steering apparatus thereof.

"Essential services" means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with clause 8 of this Agreement and work which must necessarily be performed in order to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking.

"Farm" means any area of land not less than three morgen in extent bona fide used exclusively for agricultural or general farming purposes or operations.

"Mechanical vehicle" means any vehicle self-propelled by mechanical power (excluding trolley buses and two-wheeled vehicles) used for the conveyance or haulage of goods of any description.

"Piece-work" means any system of work under which an employee's earnings are based on output of work done.

"Structure" includes walls, retaining walls, monuments, gravestones and cemetery memorials of all types.

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

"Unskilled work" means any work other than driving mechanical vehicles not included in the activities specifically referred to in the list of trades, viz., "bricklaying" to "wood-working" in the definition of Building Industry.

klipmesselwerk, met inbegrip van klipbeitelwerk, en klipbouwerk, ook die uitbeitel en bou van ornamentale en monumentale klipwerk en die vervaardiging en oprigting van alle soorte grafstene en begraafplaasgedenktkens, konkreetwerk en die aanbring of bou van 'n voorafgevormde en/of kunsmatige klip, of marmer, plaveiwerk, mosaïekwerk, voegwerk, beteel van mure en vloere, bedien van klipbewerkingmasjinerie (behalwe klippoleermasjinerie) en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou of bouwerk aangebring word of nie;

metaalwerk, ook aanbring van staalplafonne, metaalvensters, metaaldeure, bouersmidwerk, metaalrame, metaaltrappe en argitektoniese metaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en metaalplate en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou of bouwerk aangebring word of nie;

skilderwerk, ook versier, emaljeer, houtvlam, marmer, beits vernis, verguld, lyne skilder, sjabloneer, lymverf, behang, spuit, ruite insit, oliebewerking, waspoleer, distemper, witkalk en kleurkalk, bederfwering van houtwerk, en sluit ook in die verwydering van verf skraapwerk, was en skoonmaak van geveerde of gedistemperde mure en was en skoonmaak van houtwerk, as sodanige verwydering skraap, was en skoonmaak in voorbereiding van enigeen van die genoemde bewerkings is;

pleisterwerk, ook modelleer, granoliet- en komposisiebevloering, komposisiemuurbekleding en poleer, voorafgevormde of kunsmatige klipwerk, beteel van mure en vloere, plaveiwerk, mosaïekwerk, met inbegrip van gebruik van asfalt- of bitumenmastikke vir waterdigting op horisontale of vertikale oppervlaktes, of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, ook loodswais, gasaanleg, sanitêre en huiswerk-tuigkundige werk, rioolaanleg, kalfater, ventilasie-, verwarming-, warm- en koudwateraanleg, brandblusaanleg en die vervaardigings en aanbring van alle metaalplaatwerk, hetsy die artikel wat gebruik word, deur die persoon wat die vervaardig of berei, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en banketuitrusting, ook die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstaalkaste, toonbanke, skermes en los en spykervaste binne-uitrusting;

staalversterking, ook maak en oprig van bekisting, toesig hou op die buig, plaas en op sy plek vasmaak van staal en konkreet;

staalkonstruksie, ook aanbring van alle soorte staal- of ander metaalpilare, -hoofbalke, -dwarsbalke, of metaal in ander vorm wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, ook timmerwerk, houtbewerking, masjinale bewerking, houtdraai, houtsnijwerk, aanbring van dakyster, asbesdakpanne, houtdakpanne en ander dakbedekking, geluid en akoestiek materiaal, kurk- en asbesisolasie, houtlaties aansit, komposisieplafon- en -muurbekleding, houtproppe in mure aanbring, houtwerk met metaal beklee, blokkies- en ander vloere met inbegrip van hout, kurk en rubber en skuurpapierbewerking daarvan, kurktapyte en alle klasse of soorte linoleum wanneer dit in 'n gebou of bouwerk aangebring word, aanbring van asfaltvloer- of weefsel op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou of bouwerk aangebring word of nie.

"Vraggrene" beteken die maksimum gewig wat 'n motorvoertuig mag vervoer ooreenkomstig 'n motorvervoersertifikaat, of sertifikaat van vrystelling van die verpligting om sodanige sertifikaat uit te neem, wat deur die Plaaslike Padvervoerraad (Kaapstad) uitgereik is kragtens die Motortransportwet (Wet No. 39 van 1930), en die regulasies ingevolge daarvan uitgevaardig.

"Raad" beteken die "Industrial Council for the Building Industry (Western Province)", geregistreer kragtens artikel twee van die Nywerheid-versoeningwet, 1924, en beskou as geregistreer te wees kragtens artikel negentien van die Wet.

"Bestuurder" beteken ten opsigte van 'n meganiese voertuig, die persoon wat in beheer oor die stuurapparaat daarvan is.

"Noodsaaklike dienste" beteken sodanige werk wat nie redelikerwys gedurende die ure soos voorgeskryf in, of wat voorgeskryf mag word kragtens klousule 8 van hierdie Ooreenkoms, verrig kan word nie en werk wat noodsaaklik verrig moet word om die gesondheid en veiligheid van die publiek, of die gaande hou van ander nywerhede, besighede, of ondernemings te verseker.

"Plaas" beteken elke stuk grond van minstens drie morgen groot wat bona fide uitsluitlik vir landbou- of algemene boerderydoeleindes of -werksaamhede gebruik word.

"Meganiese voertuig" beteken elke voertuig wat deur meganiese krag self voortbeweeg (met uitsondering van trolliebusse en tweewielige voertuie) wat vir die vervoer of sleep van goedere van enige aard gebruik word.

"Stukwerk" beteken elke werkstelsel waarvolgens 'n werknemer se verdienste gebaseer word op die hoeveelheid werk wat verrig word.

"Bouwerk" beteken ook mure, steunmure, monumente en alle soorte grafstene en begraafplaasgedenktkens.

"Behoorlike slaapplek" beteken 'n waterdigte skuilplek wat veilig afgesluit kan word en 'n houtvloer en die nodige was- en gemakgeriewe het.

"Ongeskoolde werk" beteken alle werk, behalwe die bestuur van meganiese voertuie, wat nie ingesluit is in die bedrywighede wat spesifiek genoem word in die lys van vakke nie, nl. van "messelwerk" tot "houtwerk" in die woordbepaling van bou-nywerheid.

"Working Employer" or "partner" means any employer or any partner who himself performs any work included in the definition of Building Industry.

4. WAGES.

(1) (a) Subject to the provisions of paragraph (b) of this sub-clause and of sub-clauses (2), (3) and (4) of this clause of this Agreement, no employer shall pay and no employee shall accept wages at rates lower than the following:—

	Per Hour.
	s. d.
(i) Employees engaged on unskilled work	0 7½
(ii) Operators of floor sand-papering machines and employees engaged in the polishing of stone and terrazzo	1 6
	Per Week.
	£ s. d.
(iii) Drivers of mechanical vehicles:—	
Of a pay load of 16,001 lb. and over	5 0 0
Of a pay load of 14,001 lb. and up to 16,000 lb.	4 10 0
Of a pay load of 12,001 lb. and up to 14,000 lb.	4 5 0
Of a pay load of 10,001 lb. and up to 12,000 lb.	3 15 0
Of a pay load of 8,001 lb. and up to 10,000 lb.	3 10 0
All other mechanical vehicles	3 0 0
	Per Hour.
	s. d.
(iv) Employees in the painting trade	2 3
(v) Employees in all other trades	2 11

(b) *Differential Rates.*—An employee who on any day performs two or more classes of work, for which different rates of wages are payable, shall be paid at the higher rate for all hours worked on such day.

(c) *Cost of Living Allowance.*—In addition to the wages payable to employees under paragraph (a) of this sub-clause every employer shall pay—

(i) during the operation of this Agreement a cost of living allowance at the rates laid down in War Measure No. 43 of 1942 (as continued by the War Measures further Continuation Act, No. 48 of 1948) as amended, and as may be amended from time to time, to each of his employees for whom wages are prescribed in sub-paragraphs (i) (ii) and (iii) of paragraph (a) of this sub-clause;

(ii) during the operation of this Agreement a cost of living allowance at the rate of 9d. per hour worked to all his employees for whom wages are prescribed in sub-paragraphs (iv) and (v) of paragraph (a) of this sub-clause:

Provided that—

(a) the said allowance shall be payable on not more than 44 hours in any one week, irrespective of whether such time was worked at ordinary or at overtime rates;

(b) no employee shall be paid less than cost of living allowance for a day if he has worked on that day, irrespective of the time worked, except in the case of any failure on the part of an employee to fulfil the terms of his contract, a pro rata deduction from the cost of living allowance may be made in respect of the same period.

(2) *Minors.*—Wages not being less than the wages laid down by the Cape Division Building Apprenticeship Committee for the first year of an apprentice shall be paid to a minor during the period he may, in terms of section twenty of the Apprenticeship Act, 1944, be employed without a contract of apprenticeship.

(3) *Payments for Work on Certain Days.*—Double the rates of wages laid down in this clause shall be paid by an employer for all times worked on Sundays, Good Friday, October 10th (Hero's Day), Christmas Day, Boxing Day and New Year's day, until the usual starting time of the following day.

(4) *October 10th (Hero's Day).*—Except as provided in sub-clause (3) of this clause, an Employer shall in respect of October 10th (Hero's Day) pay to each of his employees in his employ who did not work on that day one half of his ordinary or usual rate of wages and cost of living allowance as prescribed in this clause, plus one half of the holiday fund contribution prescribed in sub-clause (2) of clause 21, such payment to be calculated on the basis of a nine-hour day.

(5) *Dangerous Work.*—On all jobs of a dangerous nature, wages in excess of the minimum prescribed shall be paid, the amount to be mutually agreed upon between the individual employers and employees; but where a dispute arises, however, the dispute shall be referred to the Council for decision.

5. PIECE-WORK.

The giving out by employers or the performance by employees of work on a piece-work basis is prohibited, or any system of payment of labour by which earnings of an employee is based or calculated partly or wholly upon quantity or measurement of the work performed and not upon respective rates for wages as provided in clause 4.

The provision of this clause shall apply notwithstanding the fact that the employee may supply a small quantity of the material or plant required.

„Werkende werkgewer” of „vennoot” beteken 'n werkgewer of vennoot wat self enige werk verrig wat in die woordbepaling van bounywerheid ingesluit is.

4. LONE.

(1) (a) Behoudens soos bepaal in paragraaf (b) van hierdie subklousule en van subklousules (2), (3) en (4) van hierdie klousule van die Ooreenkoms, mag geen lone teen laer skale as die ondergenoemde deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

	Per uur.
	s. d.
(i) Werknemers wat ongeskoolde werk verrig	0 7½
(ii) Bedieners van vloerskuurpapiermasjiene en werknemers wat klip en terrazzo poleer	1 6
	Per week.
	£ s. d.
(iii) Bestuurders van meganiese voertuie—	
met 'n vruggrens van 16,001 pd. en meer	5 0 0
met 'n vruggrens van 14,001 tot en met 16,000 pd.	4 10 0
met 'n vruggrens van 12,001 tot en met 14,000 pd.	4 5 0
met 'n vruggrens van 10,001 tot en met 12,000 pd.	3 15 0
met 'n vruggrens van 8,001 tot en met 10,000 pd.	3 10 0
Alle ander meganiese voertuie	3 0 0
	Per uur.
	s. d.
(iv) Werknemers in die skildersvak	2 3
(v) Werknemers in alle ander vakke	2 11

(b) *Differensiële lone.*—'n Werknemer wat op 'n dag twee of meer klasse werk verrig waarvoor teen verskillende loonskale betaal moet word, moet vir alle ure wat op daardie dag gewerk is teen die hoogste skaal betaal word.

(c) *Lewenskostoelae.*—Benewens die lone wat kragtens paragraaf (a) van hierdie subklousule aan werknemers betaalbaar is, moet elke werkgewer die volgende betaal:—

(i) Gedurende die toepassing van hierdie Ooreenkoms, 'n lewenskostoelae teen die skale soos vasgestel in Oorlogsmaatreël No. 43 van 1942 (soos voortgesit kragtens die Wet op die Verdere Voortsetting van Oorlogsmaatreël, No. 48 van 1948, soos gewysig en soos van tyd tot tyd gewysig mag word) aan elkeen van sy werknemers vir wie in subparagrafe (i), (ii) en (iii) van paragraaf (a) van hierdie klousule lone voorgeskryf word;

(ii) gedurende die toepassing van hierdie Ooreenkoms 'n lewenskostoelae teen die skaal van 9d. per gewerkte uur aan al sy werknemers vir wie in subparagrafe (iv) en (v) van paragraaf (a) van hierdie subklousule lone voorgeskryf word,

met dien verstande dat—

(a) die genoemde toelae nie meer as 44 uur in 'n week betaalbaar sal wees nie afgesien van die feit of sodanige tyd teen gewone of oortydskale gewerk is of nie;

(b) geen werknemer minder as die lewenskostoelae vir 'n dag betaal moet word nie as hy op daardie dag gewerk het, afgesien van die tyd wat gewerk is, behalwe dat in die geval van versuim aan die kant van die werknemer om sy kontrakvoorwaardes na te kom, 'n pro rata korting van die lewenskostoelae afgetrek kan word ten opsigte van daardie tydperk.

(2) *Minderjariges.*—Lone wat nie laer moet wees as die lone wat deur die Komitee vir Vakleerlinge in die Bounywerheid in die Kaapse Afdeling vir die eerste jaar van 'n vakleerling vasgestel is nie, moet betaal word aan 'n minderjarige gedurende die tydperk wat hy kragtens artikel twintig van die Wet op Vakleerlinge, 1944, sonder vakleerlingkontrak werksaam mag wees.

(3) *Betaling vir werk op sekere dae.*—Dubbel die lone soos in hierdie klousule vasgestel, moet deur 'n werkgewer betaal word vir alle tyd wat op Sondae, Goeie-Vrydag, 10 Oktober (Heldedag), Kersdag, Tweede Kersdag en Nuwejaarsdag tot die gewone begintyd op die volgende dag gewerk word.

(4) *10 Oktober (Heldedag).*—Behalwe soos in subklousule (3) van hierdie klousule bepaal, moet 'n werkgewer ten opsigte van 10 Oktober (Heldedag) aan elkeen van sy werknemers in sy diens wat nie op daardie dag gewerk het nie, een-helfte van sy gewone loonskaal en lewenskostoelae soos in hierdie klousule voorgeskryf, betaal, plus een-helfte van die vakansiefondsbydrae wat in subklousule (2) van klousule 21 voorgeskryf is, en dié betaling moet bereken word op grondslag van 'n dag van negte uur.

(5) *Gevaarlike werk.*—Vir alle werk van 'n gevaarlike aard, moet die werkgewer sy werknemers benewens die voorgeskrewe minimum lone die bedrag betaal soos onderling tussen die afsonderlike werkgewers en werknemers ooreengekom, maar ingeval 'n geskil ontstaan, moet dit vir uitspraak na die Raad verwys word.

5. STUKWERK.

Die uitgee van werk deur werkgewers of die verrigting van werk deur werknemers op 'n stukwerkbasis, of 'n stelsel van betaling vir arbeid waarvolgens die verdienste van 'n werknemer geheel of gedeeltelik gebaseer of bereken word of die hoeveelheid of omvang van die verrigte werk en nie teen die onderskeie loonskale soos in klousule 4 voorgeskryf nie, is verbied.

Die bepaling van hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid van die benodigde materiaal of installasie kan verskaf.

6. PAYMENT OF WAGES AND OVERTIME.

(1) (a) All wages and earnings for overtime, and all other remunerations due shall be paid in cash weekly not later than finishing time on Fridays, or on termination of employment if this takes place before Fridays. Payments may, however, be made on days other than Fridays with the prior consent of the Council.

(b) Wages, earnings for overtime, and all other remunerations due shall be handed to employees in sealed envelopes bearing the name of the employer and employee, number of hours worked, and any deductions which may have been made, amount enclosed and date of payment.

(2) No deductions of any kind other than those permitted under clauses 10 and 19 of this Agreement may be made from the wages and rates due to an employee, provided that any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee may be deducted.

7. LODGING ALLOWANCE.

An employee working on a job so situated as to render him unable to return to his home daily shall be provided by his employer with suitable sleeping accommodation in proximity to the place of work; alternatively an employer shall pay to such employee an allowance of 4s. per day in lieu thereof.

8. HOURS OF WORK.

(1) Except as provided in sub-clauses (3) and (6) of this clause, and subject to the provisions of clause 9 of this Agreement, no employer shall on any day require or allow an employee to start work earlier than 7.30 a.m. or finish work later than 5.30 p.m., except on Fridays when the finishing time shall be not later than 4.30 p.m. Provided that no employee shall be allowed to work more than 5 hours continuously without an interval of one hour.

(2) Except as provided in sub-clause (6), the ordinary working hours, which shall not exceed forty-four per week, shall be apportioned as follows: Nine hours daily on Mondays to Thursdays and eight hours on Fridays.

(3) Subject to the consent of the Council 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 clause 9 of this Agreement. One of the shifts shall be worked within the times prescribed in sub-clause (1) of this clause. An employee working any shift other than the shift between such times shall receive the wages payable under clause 4 of this Agreement, plus 15 per cent.

(4) All working employees and partners shall observe the working hours prescribed in or as may be laid down in accordance with this clause.

(5) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the building industry, whether for remuneration or not, outside the hours prescribed in or as may be laid down in accordance with this clause, nor on Saturdays, Sundays, Good Friday, October 10th (Hero's Day), Christmas Day, Boxing Day or New Year's Day, either on his own account or on behalf of any other person or persons, unless the consent of the Council has first been obtained in writing, save that such employee may perform work for himself only.

(6) In the case of drivers of mechanical vehicles and of employees engaged on unskilled work (the painting, plumbing and electrical trades excepted) the following provisions shall apply:—

(a) Subject to the provisions of clause 9 of this Agreement no employer shall on any day require or allow an employee to start work earlier than 7.20 a.m. or finish later than 5.45 p.m., except on Fridays when the finishing time shall be not later than 4.40 p.m. Provided that no employee shall be allowed to work more than 5 hours and 15 minutes continuously without an interval of one hour.

(b) The ordinary working hours, which shall not exceed forty-six per week, shall be apportioned as follows: Nine hours and twenty-five minutes daily on Mondays to Thursdays and eight hours twenty minutes on Fridays.

(c) Subject to the consent of the Council, 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 clause 9 of this Agreement. One of these shifts shall be worked within the times prescribed in paragraph (a) of this sub-clause. An employee working any shift other than the shift between such times shall receive the wages payable under clause 4 of this Agreement plus 15 per cent.

(7) No employer shall require or allow an employee to work on Good Friday, Christmas Day, Boxing Day, New Year's Day, October 10th (Hero's Day) on Saturdays and Sundays, unless the consent of the Council has been first obtained.

6. BETALING VAN LONE EN OORTYD.

(1) (a) Alle verskuldigde lone, oortydverdienste en alle ander besoldigings moet weekliks voor stakingstyd op Vrydag, of by diensbeëindiging as dit voor Vrydag val, in kontant betaal word. Met vooraangaande skriftelike toestemming van die Raad, kan ewewel op 'n ander dag as Vrydag betaal word.

(b) Alle verskuldigde lone, oortydverdienste en alle ander besoldigings moet aan werknemers oorhandig word in geslote koevert waarop die name van die werkgever en werknemer, die getal ure wat gewerk is en kortings wat afgetrek mag wees, die ingeslote bedrag en die datum van betaling vermeld word.

(2) Geen kortings hoegenaamd, behalwe dié wat toegestaan word kragtens klousules 10 en 19 van hierdie Ooreenkoms, mag van die lone en skale wat aan 'n werknemer verskuldig is, afgetrek word nie; met dien verstande dat elke bedrag wat die werkgever verplig is om kragtens 'n wet, ordonnansie, of regs-geding namens 'n werknemer te betaal, afgetrek kan word.

7. LOSIESTOELAE.

'n Werknemer wat werk op 'n werk wat so geleë is dat dit vir hom onmoontlik is om daagliks huistoe te gaan, moet deur sy werkgever voorsien word van behoorlike slaapplek naby die plek waar hy werk, of anders moet die werkgever sulke werknemer in plaas daarvan 'n toelae van 4s. per dag betaal.

8. WERKURE.

(1) Behalwe soos bepaal in subklousules (3) en (6) van hierdie Klousens, kan 'n werkgever nie eis of toestaan dat 'n werknemer begin werk voor 7.30 vm. of sy werk staak na 5.30 nm., uitgesonderd op Vrydag wanneer nie later as 4.30 nm. gewerk mag word nie. Met dien verstande dat geen werknemer toegestaan word om meer as vyf agtereenvolgende ure sonder 'n onderbreking van een uur te werk nie.

(2) Behalwe soos bepaal in subklousule (6), word die gewone werkure wat nie meer as vier-en-veertig per week mag wees nie, as volg verdeel: Nege uur daagliks van Maandag tot en met Donderdag, en agt uur op Vrydag.

(3) Behoudens toestemming van die Raad, kan 'n werkgever werknemers aanneem om in twee of drie skofte gedurende 'n tydperk van vier-en-twintig uur te werk; met dien verstande egter dat geen werknemer meer as een skof binne 'n tydperk van vier-en-twintig uur mag werk nie, behalwe op die voorwaardes bepaal in klousule 9 van hierdie Ooreenkoms. Een van die skofte moet gewerk word binne die ure voorgeskryf in subklousule (1) van hierdie klousule. 'n Werknemer wat 'n ander skof werk as die skof binne sodanige ure, moet die loon ontvang wat betaalbaar is ingevolge klousule 4 van hierdie Ooreenkoms, plus 15 persent.

(4) Alle werkende werkgevers en vennote moet die werkure wat kragtens hierdie klousule voorgeskryf is, of voorgeskryf mag word ingevolge daarvan, nakom.

(5) Geen werknemer mag solank hy by 'n werkgever in diens is, hetsy vir besoldiging of nie, buite die werkure wat kragtens hierdie klousule voorgeskryf is, of voorgeskryf mag word ingevolge daarvan of op Saterdag, Sondag, Goëie-Vrydag, 10 Oktober (Heldedag), Kersdag, Tweede Kersdag of Nuwejaarsdag hetsy vir eie rekening of ten behoeve van 'n ander persoon of persone in die bounywerheid enige werk vra, onderneem of verrig of hy daarvoor betaal word of nie tensy met die vooraangaande skriftelike toestemming van die Raad, behalwe dat sodanige werknemer alleenlik vir homself werk mag verrig.

(6) Die volgende bepaling is van toepassing in die geval van bestuurders van meganiese voertuie en werknemers wat ongeskoolde werk doen (behalwe in die skilders-, loodgieters- en elektriese vakke):—

(a) Behoudens soos bepaal in klousule 9 van hierdie Ooreenkoms, kan 'n werkgever nie eis of toestaan dat 'n werknemer op enige dag werk begin voor 7.20 vm., of sy werk staak na 5.45 nm., behalwe op Vrydag wanneer die stakingstyd nie later as 4.40 nm. mag wees nie. Met dien verstande dat geen werknemer toegestaan kan word om meer as vyf uur en vyftien minute agtereenvolgend sonder 'n onderbreking van een uur te werk nie.

(b) Die gewone werkure, wat nie ses-en-veertig per week te bowe mag gaan nie, word as volg verdeel: Van Maandag tot en met Donderdag nege uur en vyf-en-twintig minute daagliks, en Vrydag agt uur en twintig minute.

(c) Behoudens die toestemming van die Raad, kan 'n werkgever werknemers aanneem om in twee of drie skofte gedurende 'n tydperk van vier-en-twintig uur te werk; met dien verstande egter dat geen werknemer meer as een skof binne 'n tydperk van vier-en-twintig uur mag werk nie, behalwe op die voorwaardes bepaal in klousule 9 van hierdie Ooreenkoms. Een van die skofte moet gewerk word binne die ure voorgeskryf in paragraaf (a) van hierdie subklousule. 'n Werknemer wat 'n ander skof werk as die skof binne sodanige ure, moet die lone ontvang wat betaalbaar is ingevolge klousule 4 van hierdie Ooreenkoms, plus 15 persent.

(7) Geen werkgever kan van 'n werknemer vereis of hom toestaan om op Goëie-Vrydag, Kersdag, Tweede Kersdag, Nuwejaarsdag, 10 Oktober (Heldedag) of Saterdag en Sondag te werk nie, tensy met vooraangaande toestemming van die Raad.

9. OVERTIME.

- (1) No overtime shall be worked except—
- in cases of essential services when the Council shall be notified; and
 - where the exigencies of the particular case demand that work shall be performed with greater rapidity than would be possible by working the hours prescribed in or as may be laid down in accordance with clause 8 of this Agreement, when the consent of the Council shall first be obtained.
- (2) Subject to the provisions of sub-clause (3) of clause 4 or sub-clause (3) of clause 8, and of sub-clause (3) of this clause, any hours worked as described in this sub-clause shall be paid for at—
- one and one-half times the ordinary or usual rate of pay for each hour worked or part of an hour worked between 5.30 p.m. and 10 p.m. on any day from Mondays to Thursdays, or between 4.30 p.m. and 10 p.m. on Fridays, or between 7.30 a.m. and 5 p.m. on Saturdays;
 - double the ordinary or usual rates of pay for each hour or part of an hour worked between 10 p.m. on any day from Mondays to Fridays and the usual starting time on the following day, or between 5 p.m. and midnight on Saturdays.
- (3) The provisions of sub-clause (2) of this clause shall not apply to drivers of mechanical vehicles or to employees engaged on unskilled work (the painting, plumbing and electrical trades excepted). Subject to the provision of sub-clause (3) of clause 4, and of paragraph (c) of sub-clause (6) of clause 8, overtime worked by such employees shall be paid for at—
- one and one-half times the ordinary or usual rates of pay for each hour or part of an hour worked between 5.45 p.m. and 10.5 p.m. on any day from Mondays to Thursdays, or between 4.40 p.m. and 10.5 p.m. on Fridays, or between 7.20 a.m. and 5.5 p.m. on Saturdays;
 - double the ordinary or usual rates of pay for each hour or part of an hour worked between 10.5 p.m. on any day from Mondays to Fridays and the usual starting time on the following day or between 5.5 p.m. and midnight on Saturdays.

10. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating an engagement with an employer and any employer desirous of terminating the services of an employee, shall give in the case of carpenters and joiners not less than two hours' notice, and in the case of all other employees one hour's notice of such termination, provided that—

- employment shall in no case terminate before the finishing time on any day prescribed in, or as may be laid down in accordance with the terms of clause 8 of this Agreement on the day on which notice is given;
- an employer may, in lieu of such notice, pay to an employee wages at the rate prescribed in clause 4 of this Agreement for the period prescribed for such notice, and, in that event, such period shall, for the purpose of this Agreement, be deemed to be time worked.

(2) Should an employee cease work without having given notice to his employer, the notice prescribed in sub-clause (1) of this clause, the employer may deduct from any wages due to such employee an amount equivalent to the wages payable in terms of clause 4 of this Agreement for a period equal to such notice.

(3) Any employee engaged as a carpenter or joiner shall during the period of notice referred to in sub-clause (1) of this clause be allowed to put his tools in working order, but shall nevertheless continue at the work for which he was engaged for any portion of the period of notice not required for this purpose.

(4) The provisions of sub-clauses (1), (2) and (3) of this clause shall not apply unless an employee has worked for at least three consecutive days with the same employer.

(5) Nothing in this clause shall prevent an employer from laying off an employee by reason of wet weather or shortage of materials but no employer shall suspend an employee from work for any period as a disciplinary measure.

11. STORAGE AND PROVISION OF TOOLS, ETC.

(1) Suitable places 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 in lock-up places provided in terms of this sub-clause shall be insured by the employer against loss by fire, provided that this provision shall apply only when an employee's tools are marked with his name and such employee has provided the employer with an inventory of such tools, and has furnished the employer a reasonable opportunity of checking such inventory. If any such tools are not insured the employer shall be in any case liable for any such loss.

(2) Employers shall supply in good order and condition grindstones for sharpening tools. Where no grindstone is provided on a job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

9. OORTYD.

- (1) Geen oortydwerk mag verrig word nie, behalwe—
- in gevalle van noodsaaklike dienste waarvan die Raad in kennis gestel moet word; en
 - waar dit weens die omstandighede in 'n bepaalde geval noodsaaklik is dat die werk met meer spoed gedoen word as wat moontlik sou wees indien net gedurende die werk-ure wat ingevolge klousule 8 van hierdie Ooreenkoms voorgeskryf is, of voorgeskryf mag word, gewerk word en waarvoor die toestemming van die Raad vooraf verkry word.
- (2) Behoudens soos bepaal in subklousule (3) van klousule 4, of subklousule (3) van klousule 8 en van subklousule (3) van hierdie klousule, moet vir elke uur gewerk soos in hierdie klousule omskryf, betaal word teen—
- anderhalfmaal die gewone loon vir elke uur, of gedeelte van 'n uur, gewerk tussen 5.30 nm. en 10 nm., op enige dag van Maandag tot en met Donderdag, of tussen 4.30 nm. en 10 nm. op Vrydag, of tussen 7.30 vm. en 5 nm. op Saterdag;
 - dubbel die gewone loon vir elke uur, of gedeelte van 'n uur gewerk tussen 10 nm. op enige dag van Maandag tot Vrydag en die gewone begintyd op die volgende dag, of tussen 5 nm. en middernag op Saterdag.
- (3) Die bepalinge van subklousule (2) van hierdie klousule is nie van toepassing nie op die bestuurders van meganiese voertuie of werknemers wat ongeskoolde werk verrig (behalwe die skilders-, loodgieters-, en elektriese vakke). Behoudens soos bepaal in subklousule (3) van klousule 4, en van paragraaf (c) van subklousule (6) van klousule 8, moet vir oortyd wat deur sulke werknemers gewerk word, betaal word teen—
- anderhalfmaal gewone tyd vir elke uur, of gedeeltes van 'n uur, gewerk tussen 5.45 nm. en 10.5 nm. op enige dag van Maandag tot en met Donderdag, of tussen 4.40 nm. en 10.5 nm. op Vrydag, of tussen 7.20 vm. en 5.5 nm. op Saterdag;
 - dubbel die gewone loon vir elke uur, of gedeelte van 'n uur, gewerk tussen 10.5 nm. van Maandag tot en met Vrydag en die gewone begintyd op die volgende dag, of tussen 5.5 nm. en middernag op Saterdag.

10. DIENSBEÏNDIGING.

(1) 'n Werknemer wat sy diens by 'n werkgever wil beëindig en 'n werkgever wat 'n werknemer se diens wil beëindig, moet in die geval van timmermans en skrynwerkers minstens twee uur diensopsegging en in die geval van alle ander werknemers een uur diensopsegging gee; met dien verstande dat—

- diens in geen geval voor stakingstyd van enige dag soos voorgeskryf, of voorgeskryf mag word, in ooreenstemming met die bepalinge van klousule 8 van hierdie Ooreenkoms, op die dag waarop diens opgesê word, mag beëindig nie;
- 'n werkgever, in plaas van sulke diensopsegging te gee, 'n werknemer vir die tydperk soos vir sulke diensopsegging voorgeskryf, loon kan betaal teen die skaal soos voorgeskryf in klousule 4 van hierdie Ooreenkoms, en in daardie geval moet sulke tydperk vir die doel van hierdie Ooreenkoms gereken word as tyd wat gewerk is.

(2) As 'n werknemer sy diens verlaat sonder om aan sy werkgever die kennis soos vereis kragtens subklousule (1) van hierdie klousule te gee, dan kan die werkgever van enige loon wat aan sulke werknemer verskuldig mag wees vir 'n tydperk gelyk aan sodanige kennisgewing, 'n bedrag aftrek wat gelyk is aan die loon kragtens klousule 4 van hierdie Ooreenkoms betaalbaar.

(3) Enige werknemer wat as 'n timmerman of 'n skrynwerker in diens is, toegestaan moet word om gedurende die tydperk van kennisgewing in subklousule (1) van hierdie klousule genoem, sy gereedskap in behoorlike toestand te bring, maar nogtans vir enige gedeelte van die tydperk van diensopsegging wat nie vir daardie doel nodig is nie, moet aangaan met die werk waarvoor hy aangeneem was.

(4) Die bepalinge van subklousules (1), (2) en (3) van hierdie klousule nie van toepassing is, tensy 'n werknemer vir minstens drie agtereenvolgende dae vir dieselfde werkgever gewerk het nie.

(5) Niks in hierdie klousule 'n werkgever belet om 'n werknemer tydelik te skors weens nat weer, of tekort aan materiaal, maar geen werkgever 'n werknemer as tugmaatreël vir enige tydperk in sy diens kan skors nie.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgever moet op alle werke geskikte toesluitplekke vir gereedskap verskaf. Hierdie bepaling is nie op klein werkies en in afsluitplekke soos verskaf kragtens hierdie subklousule, moet deur die werkgever teen brand verseker word; met dien verstande dat hierdie bepaling alleen van toepassing is as 'n werknemer se gereedskap met sy naam gemerk is en sodanige werknemer aan die werkgever 'n lys van sodanige gereedskap verstrek het en die werkgever redelike geleentheid gegee het om sodanige lys te verifieer. As enige sulke gereedskap nie verseker is nie, is die werkgever tog in elke geval aanspreeklik vir enige sodanige verlies.

(2) Werkgevers moet slypstene vir die skerpmaak van alle gereedskap in goeie orde en toestand verskaf. As geen slypsteen op die werk verskaf word nie, moet aan timmermans en skrynwerkers voldoende tyd en geleentheid gegee word om voor beëindiging van hul diens hul gereedskap in goeie toestand te bring.

(3) Employers shall provide in good order and condition in the case of—

- (a) *Carpenters*: All cramps, handscrews, glue-brushes, wrenches, crowbars, augurs and bits over 12 inches long, and all hammers, over 3 lb., and saws for cutting asbestos sheets.
- (b) *Masons and stone-cutters*:—
 - (i) Tools for working granite or other stone, precast stone or artificial granite and claws;
 - (ii) suitable shed for stone-cutters, the roof of which must not be less than 10 feet high. This rule shall not apply to small jobs on building sites;
 - (iii) an employee to sharpen all tools.
- (c) *Painters and paperhangers*: All tools except putty knives, dusters and paperhangers' brushes and scissors.
- (d) *Plasterers*: Daggabords and stands of suitable height, rollers, straight edges and special granolithic tools.
- (e) *Plumbers and gas-fitters*:
 - (i) machines used in shop or on job;
 - (ii) stake and riveting bars and drills of all sizes;
 - (iii) screwing-tackle, such as stock, die, taps and ratchets;
 - (iv) pipe-cutting tools and vices;
 - (v) special and heavy caulking irons and firepots;
 - (vi) metal pots and large ladles;
 - (vii) soldering-irons and large blow lamps;
 - (viii) chisels, punches and wall-pins over 9 inches in length;
 - (ix) files and hack-saw blades;
 - (x) mandrills over 2 inches in diameter;
 - (xi) rivet sets from 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;
 - (xiv) wrenches and tongs over 12 inches in length.
- (f) *Electricians*: Large files, blow-lamps, draw-vices, large chisels, saw-blades and screw-cutting tools.

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

(1) *Concreting*.—All concreting shall be carried out under the adequate and continuous supervision of a skilled employee who shall be paid the wages prescribed in sub-clause (1) (a) (v) of clause 4 of this Agreement.

(2) *Stone Work*.—(a) Operators of stone-turning and planing machines, also diamond and carborundum sawing machines, shall be paid not less than the wages prescribed in sub-clause (1) (a) (v) of clause 4 of this Agreement.

(b) Employees engaged in sharpening tools, fixing sawblades and setting stone ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the wages prescribed in sub-clause (1) (a) (v) of clause 4 of this Agreement.

(c) Masons' bankers must not be less than 6 feet apart, and no dust shall be blown off with exhaust or other air during working hours.

(d) No stone dressed in a district of the Union of South Africa in which wages lower than those prescribed for such work in clause 4 (1) (a) (v) of this Agreement are paid shall be utilised in the Building Industry in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West.

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

(3) *Scaffolding*.—All scaffolding shall be properly constructed of sound material, and shall be erected by or under the supervision of a rigger or other employee, who shall be paid not less than the wage prescribed in sub-clause (1) (a) (v) of clause 4 of this Agreement.

(4) *Joinery*.—No joinery manufactured in a district in the Union of South Africa in which wages lower than those prescribed in clause 4 (1) (a) (v) of this Agreement are paid, shall be utilised in the Building Industry in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West.

13. WET WEATHER SHELTER.

At any time where building operations are being carried out, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

14. LATRINES.

Proper sanitary accommodation shall be provided on all jobs for European and non-European separately.

15. REFRESHMENTS.

Every employer shall provide a time not exceeding seven minutes in the morning and seven minutes in the afternoon for taking refreshments, such time to be agreed upon in consultation between the employer and employees on each job.

(3) Werkgewers moet die volgende in goeie orde en toestand verskaf in die geval van:—

- (a) *Timmermans*: Alle klampe, handskroewe, lymkwaste, skroefslutels, koevoete, handbore en boorysters van langer as 12 duim en alle hamers van swaarder as 3 pond en sa vir die opsky van asbesplate.
- (b) *Klipmesselaars en klipbeitelaars*:—
 - (i) Gereedskap vir die bewerking van graniet en ander klip, voorafgevormde klip of kunsmatige graniet en kloue;
 - (ii) behoorlike afdakke vir klipbeitelaars waarvan die dak minstens 10 voet bo die grondoppervlakte moet wees. Hierdie bepaling is nie op klein werkies op bouterreine van toepassing nie;
 - (iii) 'n werknemer om alle gereedskap skerp te maak.
- (c) *Skilders en behangers*: Alle gereedskap behalwe stopverf-messe, stoffers, gehangerskwaste en -skere.
- (d) *Pleisteraars*: Pleisterborde en bokke van geskikte hoogte, rollers, ryhoute en spesiale gereedskap vir granoliet.
- (e) *Loodgieters en gasaanleërs*:
 - (i) Masjiene wat in werkwinkel of op werk gebruik word;
 - (ii) handaambeelde en klinknaelysters en boorysters van alle groottes;
 - (iii) skroefdraadsnygereedskap soos snyblokke en tapysters en ratels;
 - (iv) pypsnijgereedskap en -bankskroewe;
 - (v) spesiale en swaarkalfaterysters en smeltpotte;
 - (vi) smeltpotte en groot gietlepele;
 - (vii) soldeerysters en groot blaaslampe;
 - (viii) beitels, deurslae en muurpenne van langer as 9 duim;
 - (ix) vyle en metaalsaagblaie;
 - (x) skroefspille van meer as 2 duim deursnee;
 - (xi) klinknaelstelle van No. 12 en daarbo en dryfbeitels;
 - (xii) metaalplaatwerkers se plethamers en swaar hamers;
 - (xiii) deursnee van meer as $\frac{1}{4}$ (kwartduim) deursnee;
 - (xiv) skroefslutels en tange van langer as 12 duim.
- (f) *Elektrisies*: Groot vyle, blaaslampe, spanskroewe, groot beitels, saagblaie en skroefdraadsnygereedskap.

12. SPESIALE BEPALINGS VIR DIE VERRIGTING VAN SEKERE SOORTE WERK.

(1) *Betonwerk*.—Alle betonwerk moet verrig word onder behoorlike en voortdurende toesig van 'n geskoolde werknemer, wat die lone soos in subklousule (1) (a) (v) van klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal moet word.

(2) *Klipwerk*.—(a) Bedieners van klipdraai- en -skaalmasjiene, asook van diamant- en kaborundumsaagmasjiene, moet minstens die loon soos in subklousule (1) (a) (v) van klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal word.

(b) Werknemers wat gereedskap skerpmaak, saagblaie stel en klippe gereedstel om gesaag te word en alle klippe gereedmaak en gelykstel vir die poleermasjiene moet minstens die loon soos in subklousule (1) (a) (v) van klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal word.

(c) Klipmesselaarstellasies moet minstens ses voet van mekaar staan en gedurende werkure mag geen stof met die blaaspyp of ander lugmasjiene afgeplaas word nie.

(d) Geen bewerkte klip uit 'n distrik van die Unie van Suid-Afrika waarin laer lone betaal word as wat vir sulke werk vasgestel is in klousule 4 (1) (a) (v) van hierdie Ooreenkoms, mag in die bounywerheid in die magistraatsdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes gebruik word nie.

(e) Alle vierkantige klip moet in die werkgewer se werkplek of op die werk self bewerk word, maar mag by die klippreekgat alleen met behulp van splythamers kleiner gemaak word. As die werkgewer se werkplek by die klippreekgat geleë is, moet dit op 'n redelike veilige afstand van die klippreekgat se werkfront wees.

(3) *Steiers*.—Alle steiers moet behoorlik uit gesonde materiaal saamgestel word en moet opgerig word deur of onder toesig van 'n takelaar of ander werknemer wat minstens die loon soos in subklousule (1) (a) (v) van klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal moet word.

(4) *Skrynwerk*.—Geen skrynwerk vervaardig in 'n distrik van die Unie van Suid-Afrika waarin laer lone betaal word as die soos in klousule 4 (1) (a) (v) van hierdie Ooreenkoms voorgeskryf, mag in die bounywerheid in die magistraatsdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes gebruik word nie.

13. SKUILPLEKKE VIR NAT WEER.

Werkgewers moet te eniger tyd waar bouwerksaamhede uitgevoer word, voorsiening maak vir behoorlike skuiling waar werknemers gedurende nat weer kan skuil.

14. LATRINES.

Behoorlike sanitêre geriewe moet op alle werke afsonderlik vir blankes en nie-blankes verskaf word.

15. VERVERSINGS.

Elke werkgewer moet in die môre en in die namiddag hoogstens sewe minute vrye tyd vir gebruik van verversings gee; en sulke tyd word by oorleg tussen die werkgewer en werknemers op elke werk vasstel.

16. NOTICE BOARDS.

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

17. 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 the power to fix the conditions under and the period for which any exemption shall operate.

(3) A licence of exemption under the signature of the Chairman of the Council shall be issued to every person exempted, provided that such licence shall not be valid in any area other than the area or areas for which it is granted.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it is granted.

18. ENGAGEMENT OF EMPLOYEES.

Members of the trade unions who are parties to this Agreement agree to accept employment with members of the employers' organization only, and members of the employers' organization who are parties to this Agreement agree to employ members of the aforesaid trade unions only, provided this section shall not apply where membership to a party to this Agreement has been refused without reasonable cause in the opinion of the Council, and the employee or employer concerned reported such refusal to the Council within fourteen days; and provided further that this section shall not apply—

- (a) to employees who are members of the South African Electrical Workers' Association;
- (b) 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.

19. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct ½d. per week from the wages of each of his employees for whom wages are prescribed in clause 4 (1) (a) (i) of this Agreement and 3d. per week from the wages of each of his other employees (except apprentices) for whom wages are prescribed in clause 4 of this Agreement, and to the amounts so deducted the employer shall add an equal amount, provided that the provisions of this clause shall not apply in respect of any employee who has worked for the same employer for less than three days in any one week.

(2) All amounts collected in accordance with the provisions of sub-clause (1) of this clause shall, together with a statement showing the number of employees employed and their trades, be forwarded to the agent of the Council, P.O. Box 2212, Cape Town, on or before the seventh day of each month.

20. AGENTS.

The Council shall appoint persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the records of wages and allowances paid and payments for overtime, also time worked, for the purposes of ascertaining whether the terms of the Agreement are being observed.

21. HOLIDAY PERIOD.

(1) No employer shall perform or require or allow an employee to perform work, and no employee shall undertake or perform work in the Building Industry other than work on essential services during the periods:

- commencing at 7.30 a.m. on the 26th December, 1950 and ending at 7.30 a.m. on the 8th January, 1951;
- commencing at 7.30 a.m. on the 22nd December, 1951, and ending at 7.30 a.m. on the 7th January, 1952.

(2) In addition to other remuneration payable in terms of this Agreement an employer shall in respect of each and every hour worked by each of his employees and in the manner prescribed in this clause contribute to a holiday fund an amount as follows:—

- (a) In respect of employees for whom wages are prescribed in sub-paragraph (i) of paragraph (a) of clause 4 (1) and who have been in the employ of the same employer for less than twelve months, ½d. per hour, to be paid to the employee in cash weekly, in lieu of holiday fund, at the same time as his ordinary remuneration.
- (b) In respect of employees for whom wages are prescribed in sub-paragraph (i) of paragraph (a) of clause 4 (1) and who have been in the employ of the same employer for a period of at least twelve months: 2d. per hour.
- (c) In respect of employees for whom wages are prescribed in sub-paragraphs (ii) and (iii) of paragraph (a) of clause 4 (1): 2d. (per hour).
- (d) In respect of employees for whom wages are prescribed in sub-paragraphs (iv) and (v) of paragraph (a) of clause 4 (1): 3d. (per hour).

16. KENNISGEWINGBORDE.

Elke werkgever en alle werkgevers wat in vennootskap werk, moet oral waar bouwerkzaamhede uitgevoer word, op 'n opvallende plek toeganklik vir die publiek, 'n kennisgewingbord vertoon wat die volle naam en besigheidsadres van sulke werkgever of vennootskap vermeld.

17. VRYSTELLINGS.

(1) Die Raad kan van enigeen van die bepalings van hierdie Ooreenkoms vrystelling verleen om enige goeie en voldoende rede.

(2) Die Raad het die gevoegdheid om die voorwaardes waarop en die tydperk waarvoor enige vrystelling verleen word, vas te stel.

(3) Aan elke vrygestelde persoon moet 'n vrystellingsertifikaat, onderteken deur die Voorsitter, uitgereik word; met dien verstande dat sodanige vrystellingsertifikaat nie in enige ander gebied as die gebied of gebiede waarvoor dit verleen is, geldig is nie.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd in die loop van die termyn waarvoor dit uitgereik is, wysig of intrek.

18. INDIENSNEEMING VAN WERKNEMERS.

Lede van die vakverenigings wat partye by hierdie Ooreenkoms is, stem toe om slegs by lede van die werkgewersorganisasie diens te neem en lede van die werkgewersorganisasie wat partye by hierdie Ooreenkoms is, stem toe om slegs lede van die voornoemde vakverenigings in diens te neem; met dien verstande dat hierdie artikel nie van toepassing is nie, as na die Raad se mening sonder grondige rede lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en die betrokke werknemer of werkgewer die Raad binne veertien dae van sodanige weiering in kennis stel; en voorts met dien verstande dat hierdie artikel nie van toepassing is nie—

- (a) op werknemers wat lid is van die „South African Electrical Workers' Association“;
- (b) op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande wat hy in die nywerheid begin werk het, weier om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

19. UITGAWES VAN DIE RAAD.

(1) Vir bestryding van die Raad se uitgawes, moet elke werkgever 'n ½d. per week aftrek van die loon van elkeen van sy werknemers vir wie lone voorgeskryf word in klousule 4 (1) (a) (i) van hierdie Ooreenkoms en 3d. per week van die loon van elkeen van sy werknemers (behalwe vakleerlinge) vir wie lone voorgeskryf word in klousule 4 van hierdie Ooreenkoms en by die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg; met dien verstande dat die bepalings van hierdie klousule nie ten opsigte van 'n werknemer wat minder as drie dae in 'n week by dieselfde werkgever gewerk het, van toepassing is nie.

(2) Alle bedrae wat kragtens die bepalings van subklousule (1) van hierdie klousule ingevorder word, moet tesaam met 'n staat wat die getal werknemers in diens en hulle vakke aantoon, uiterlik op die 7de dag van elke maand aan die Agent van die Raad, Posbus 2212, Kaapstad, gestuur word.

20. AGENTE.

Die Raad moet persone aanstel as agente om te help by die toepassing van die bepalings van hierdie Ooreenkoms. 'n Agent kan enige inrigting betree en enige werkgever of werknemer ondervra en die register van lone en toelaes wat betaal is en betalings vir oortyd, asook tyd gewerk, nasien ten einde te kan vasstel of die bepalings van die Ooreenkoms nagekom word.

21. VERLOFTYDPERK.

(1) Geen werkgever mag enige werk verrig, of van 'n werknemer vereis of hom toestaan om werk te verrig nie en geen werknemer mag onderneem om in die bounywerheid werk te verrig nie, behalwe werk op noodsaaklike dienste, gedurende die tydperke—

- beginnende om 7.30 vm. op 26 Desember 1950 en eindigende om 7.30 vm. op 8 Januarie 1951;
- beginnende om 7.30 vm. op 22 Desember 1951 en eindigende om 7.30 vm. op 7 Januarie 1952.

(2) Benewens ander besoldiging kragtens die bepalings van hierdie Ooreenkoms betaalbaar, moet 'n werkgever ten opsigte van elke uur deur elkeen van sy werknemers gewerk en op die wyse voorgeskryf in hierdie klousule, skryf, 'n bedrag aan 'n verloffonds bydra as volg:—

- (a) Ten opsigte van werknemers vir wie in sub-paragraaf (i) van paragraaf (a) van klousule 4 (1) lone voorgeskryf word en wat vir minder as twaalf maande by dieselfde werkgever in diens was, ½d. per uur, wat weekliks tegeelyk met sy gewone besoldiging in kontant aan die werknemer betaal moet word in plaas van aan die verloffonds;
- (b) ten opsigte van werknemers vir wie in subparagraaf (i) van paragraaf (a) van klousule 4 (1) lone voorgeskryf word en wat vir minstens twaalf maande by dieselfde werkgever in diens is, 2d. per uur;
- (c) ten opsigte van werknemers vir wie in subparagraaf (ii) en (iii) van paragraaf (a) van klousule 4 (1) lone voorgeskryf word: 2d. per uur;
- (d) ten opsigte van werknemers vir wie in subparagraaf (iv) en (v) van paragraaf (a) van klousule 4 (1) lone voorgeskryf word: 3d. per uur;

Provided that the said contribution to the holiday fund shall be payable on not more than 44 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(3) The employee shall in respect of the amounts contributed in terms of sub-clause (2) paragraphs (b) (c) and (d) issue to each of the employees concerned on each pay day, stamps legibly cancelled by him with his name and the date, to the value of such contribution, and each employee shall affix such stamps in a contribution book to be obtained without delay from the Secretary of the Council and retained by the employee.

Applications for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employees' full name and address, occupation and bearing his usual signature.

(4) The stamps referred to in sub-section (3) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times, provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(5) Immediately after the first pay day in November, employees shall deposit their contribution books at the office of the Council, and shall be issued with a receipt therefor and on production of such relative receipt therefor on or after the 26th December, 1950, or the 17th December, 1951, shall be paid the amount standing to their credit in such fund.

(6) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (3) of this clause unless such stamps are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of six calendar months from the date of the commencement of the holiday period. Any moneys from the sale of stamps so issued and not claimed for at the expiration of the said period of six calendar months shall accrue to the general funds of the Council. The Council shall be obliged to consider on the merits all claims made after the said period of six calendar months and may (without legal liability) authorise at any time the payment of claims from moneys which have accrued to the Council in terms of this sub-clause.

(7) In the case of the death of an employee the amount due to him from the fund shall be paid into his estate.

(8) All amounts held by the Council to the credit of the fund may be invested from time to time on fixed deposit or on call with a bank or building society. No employee shall have any claim in respect of interest accruing to the fund, neither shall he be responsible for any contribution towards the expenses of administering the fund.

(9) The amounts credited to each employee in the fund are not transferable and cannot be ceded or pledged.

22. ADMINISTRATION OF AGREEMENT.

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

23. EXHIBITION OF AGREEMENT.

A copy of this Agreement in both official languages shall be exhibited by every employer in every workshop or yard where he carries on business in a conspicuous position accessible to all employees.

24. EMPLOYMENT OF MINORS.

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

Signed on behalf of the Council.

J. M. HARPER,
Acting Chairman of the Council.

WILLIAM CLIFT,
Member of the Council.

A. E. JONES,
Member of the Council.

6th November, 1950.

* No. 3077.] [8 December 1950.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING INDUSTRY, WESTERN PROVINCE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section twenty-one of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Building Industry, Western Province, published under Government Notice No. 3076 of 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.

met dien verstande dat die genoemde bydrae aan die verloffonds op hoogstens 44 uur in 'n week betaalbaar is, afgesien van die feit of sodanige tyd teen-gewone of oortydskale gewerk is of nie.

(3) Die werkgewer moet ten opsigte van die bedrae kragtens subklousule (2) paragrawe (b), (c) en (d) bygedra, aan elkeen van sy betrokke werknemers op elke betaaldag seëls tot die waarde van sodanige bydrae uitreik, wat deur hom leesbaar gekanselleer is, met sy naam en die datum. Elke werknemer moet sodanige seëls in 'n bydraeboekie inplak wat sonder versuim van die Sekretaris van die Raad verkry en deur die werknemer behou moet word.

Aansoeke om 'n bydraeboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is en moet deur die werknemer ingevul word met die werknemer se volle naam en adres, vak en sy gewone handtekening.

(4) Die seëls genoem in subartikel (3), moet deur die werkgewer van die Raad gekoop word en 'n toereikende reserwevoorraad moet te alle tye deur die werkgewer gehou word, met dien verstande dat 'n werkgewer vir die waarde van alle ongebruikte seëls terugbetaling kan ontvang van die Raad.

(5) Onmiddellik na die eerste betaaldag in November, moet werknemers hul bydraeboekies by die kantoor van die Raad indien, waarvoor aan hulle 'n ontvangsbewys uitgereik moet word, en by voorlegging van die betrokke ontvangsbewys daarvoor op na 26 Desember 1950, of 17 Desember 1951, moet hulle die bedrag betaal word wat tot hul krediet in dié fonds staan.

(6) Die Raad is nie aanspreeklik vir betaling ten opsigte van seëls wat kragtens subklousule (3) van hierdie klousule aan werknemers uitgereik is nie tensy sodanige seëls in 'n bydraeboekie wat van die Raad verkry is ingeplak is en sodanige bydraeboekie voor verloop van ses kalendermaande na die aanvangsdatum van die verloftydperk by die Raad ingedien is.

Alle gelde wat van die verkoop van seëls wat aldus uitgereik is, verkry word en nie na verloop van die genoemde tydperk van ses kalendermaande opgeëis is nie, vervall aan die algemene fonds van die Raad. Die Raad is verplig om alle eise wat na verstryking van die genoemde tydperk van ses kalendermaande ingedien word op hulle merietes te behandel en kan (sonder wettige aanspreeklikheid) te eniger tyd magtiging verleen vir betaling van eise uit gelde wat kragtens hierdie subklousule aan die Raad vervall het.

(7) In die geval van sterfte van 'n werknemer, moet die bedrag wat aan hom uit die fonds verskuldig is aan sy boedel uitbetaal word.

(8) Alle bedrae wat deur die Raad op die krediet van die fonds gehou word, kan van tyd tot tyd deur die Raad belê word op vaste deposito, of op 'n lopende rekening, by 'n bank of bougenootskap. Geen werknemer het enige aanspraak op rente wat deur die fonds gekweek word nie, nóg kan hy aanspreeklik gehou word vir enige bydrae aan die beheerkoste van dié fonds.

(9) Die bedrae waarmee elke werknemer in die fonds gekrediteer staan, is nie oordraagbaar en kan nie gesedeer of verpand word nie.

22. TOEPASSING VAN OOREENKOMS.

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

23. VERTOON VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek, maklik toeganklik vir alle werknemers, 'n afskrif van hierdie Ooreenkoms in beide die offisiële tale vertoon hou in elke werkwinkel of op elke werkplek waar hy die besigheid uitoefen.

24. IN DIENS HÊ VAN MINDERJARIGES.

Geen persoon onder die ouderdom van 15 jaar mag in die bounywerheid in diens wees nie.

Namens die Raad onderteken

J. M. HARPER,
Waarnemende Voorsitter van die Raad.

WILLIAM CLIFT,
Lid van die Raad.

A. E. JONES,
Lid van die Raad.

6 November 1950.

* No. 3077.] [8 Desember 1950.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, WESTELIKE PROVINSIE.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Westelike Provinsie, bekendgemaak by Goewermentskennisgewing No. 3076 van 8 Desember 1950, nie vir die persone wie se werkure daarby gereel word minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

Reading matter for Farmers!

The Department of Agriculture, Pretoria, issues the following publication (in English and Afrikaans) in the interest of farmers and the agricultural industry generally—

FARMING in South Africa

SUBSCRIPTIONS
in the Union, South West Africa, Bechuanaland Protectorate, Southern and Northern Rhodesia, and Mozambique, 5s. per annum, post free (otherwise 7s. 6d. per annum). Subscriptions may be posted direct to the Government Printer, Pretoria, or handed in at any Magistrate's Office or Post Office.

A monthly Journal of short practical articles, notes, etc., designed particularly for farmers who want sound, departmental advice in plain, non-technical language . . . Every farmer should keep in touch with his Department of Agriculture, and obtain the advice it is able to give by reading—

FARMING IN SOUTH AFRICA

Leesstof vir Boere!

Die Landboudepartement, Pretoria, gee die volgende blad uit (in Afrikaans en Engels) in belang van boere en die Landboubedryf in die algemeen—

BOERDERY in Suid-Afrika

INTEKENGELD
in die Unie, Suidwes-Afrika, Bechuanaland Protektoraat, Suid- en Noord-Rhodesië en Mozambique, 5s. per jaar, posvry (anders 7s. 6d. per jaar). Intekengeld kan direk aan die Staatsdrukker, Pretoria, gepos of in 'n magistraatskantoor of poskantoor oorhandig word.

'n Maandblad met kort, praktiese artikels, aantekennings, ens., spesiaal bestem vir boere wat goeie, departementele advies in eenvoudige, nie-tegniese taal wil hê . . . Elke boer behoort met sy landboudepartement in voeling te bly en die advies te verkry wat dit in staat is om te gee deur—

BOERDERY IN SUID-AFRIKA te lees