

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. 3138.] [15 December 1950.

INDUSTRIAL CONCILIATION ACT, 1937.**BUILDING INDUSTRY.—O.F.S. GOLDFIELDS AREA.**

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

- (a) in terms of sub-section (6) read with 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 in the O.F.S. Goldfields Area shall be binding from the first Monday after the date of publication of this notice and for the period ending one year from the said first Monday 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 (6) read with sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 13 (inclusive) and 15 and 16 of the said Agreement shall be binding from the first Monday after the date of publication of this notice and for the period ending one year from the said first Monday upon the other employers and employees engaged or employed in the said industry in the O.F.S. goldfields area as defined in clause 3 of the said Agreement;
- (c) in terms of sub-section (6) read with sub-section (4) of section *forty-eight* of the said Act, declare that in the O.F.S. goldfields area as defined in clause 3 of the said Agreement and from the first Monday after the date of publication of this notice and for the period ending one year from the said first Monday, the provisions contained in clauses 1, 3 to 13 (inclusive) and 16 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. 3138.] [15 Desember 1950.

NYWERHEID-VERSOENINGSWET, 1937.**BOUNYWERHEID.—GEBIED VAN DIE O.V.S.-GOUDVELDE.**

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

- (a) kragtens subartikel (6), gelees met subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid in die gebied van die O.V.S.-goudvelde betrekking het, vanaf die eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde eerste Mandag bindend is op die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van dié organisasie of dié verenigings;
- (b) kragtens subartikel (6) gelees met subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 13 en 15, en 16 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde eerste Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die gebied van die O.V.S.-goudvelde, soos omskryf in klousule 3 van gesegde Ooreenkoms;
- (c) kragtens subartikel (6) gelees met subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 13 en 16 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde eerste Maandag in die gebied van die O.V.S.-goudvelde, soos omskryf in klousule 3 van gesegde Ooreenkoms, *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.

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE BUILDING INDUSTRY, O.F.S. GOLDFIELDS AREA.

AGREEMENT

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

The Amalgamated Bricklayers' Trade Union of South Africa; The Amalgamated Society of Woodworkers of South Africa and Building Workers' Industrial Union of South Africa (hereinafter referred to as the "employees" or "trade unions"), of the one part, and the

National Federation of Building Trade Employers in South Africa

(hereinafter referred to as "the employers' organisation" or "the employers"), of the other part

being parties to the Conciliation Board for the Building Industry, O.F.S. Goldfields, appointed by the Minister of Labour.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the O.F.S. Goldfields area as defined in clause 3 by all employers and employees in the Building Industry who are members of the Employers' Organisation and the Trade Unions; provided that they shall not apply to—

- (a) learners in terms of Proclamation No. 8 of 1946 (C.O.T.T. trainees);
- (b) unskilled labourers;
- (c) operators of sandpapering and spinning machines on flooring, operators of hoists and concrete mixers, drivers of mechanical vehicles;
- (d) apprentices.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1937, and shall remain in operation for a period of twelve months or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1937, as amended;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944;

"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 the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or sub-divisions thereof, but shall not include clerical employees and administrative staffs:—

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

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

electrical installation, which includes the wiring or installation in buildings of lighting, heating or other permanent electrical fixtures or the repair or maintenance of lifts in buildings;

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

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

NYWERHEID-VERSOENINGSWET, 1937.

NYWERHEIDSRAADOOREENKOMS VIR DIE BOUNYWERHEID, GEBIED VAN DIE O.V.S.-GOUDELDELDE.

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan deur die

"Amalgamated Bricklayers' Trade Union of South Africa",
"Amalgamated Society of Woodworkers of South Africa and Building Workers' Industrial Union of South Africa"

(hierna die „werknemers" of die „vakverenigings" genoem), aan die een kant, en die

„National Federation of Building Trade Employers in South Africa"

(hierna die „werkgeversorganisasie" of die „werkgevers" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, O.V.S.-goudvelde, deur die Minister van Arbeid aangestel.

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die gebied van die O.V.S.-goudvelde soos omskryf in klousule 3, deur alle werkgevers en werknemers in die Bounywerheid wat lede is van die werkgeversorganisasie en die vakverenigings, met dien verstande dat hulle nie van toepassing op onderstaande is nie:—

- (a) Leerlinge ingevolge proklamasie No. 8 van 1946 (S.O.T.O.-kwekelinge).
- (b) Ongeskoolde arbeiders.
- (c) Bedieners van skuurpapiermasjiene en skuurskyfmasjiene op vloerwerk, bedieners van hystoestelle en betonmengers, bestuurders van meganiese voertuie.
- (d) Vakleerlinge.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel 48 van die Nywerheid-versoeningswet, 1937, vasgestel word, en bly van krag vir 'n tydperk van twaalf maande of '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 en enige verwysing na 'n wet sluit alle wysigings van dié wet in; voorts, tensy strydig met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937, soos gewysig;

„vakleerling", 'n werknemer wat in diens is kragtens 'n skriftelike leerlingkontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, geregistreer is, of beskou word dat dit onder hierdie Wet geregistreer is;

„Bounywerheid" of „nywerheid", sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgever en werknemer verbonde is vir die doel van oprigting, voltooiing, vernuwing, herstel, onderhoud of verbouing van geboue en/of bouwerke en die vervaardiging van artikels vir gebruik in die oprigting, voltooiing of verbouing van geboue en bouwerke hetsy die werk gedoen, die materiaal berei, of die vereiste artikels gemaak word op die terrein van die geboue of bouwerke of elders, en sluit alle werk in wat verrig of uitgevoer word deur persone daarin wat in die volgende vakke of onderafdelings daarvan werksaam is, maar nie klerklike werknemers en administratiewe personeel nie:—

Asfaltwerk, dat dit insluit bedekking van vloere, plat-en/of skuinsdakke, waterdigting, of vogdigting van kelders of fondamente, hetsy met of sonder voorbereide dakrolle of asfaltplate met geglaseerde of nie-geglaseerde opervlakke, hetsy met of sonder gebruik van teer macadam, limmer of ander soort soliede of halfsoliede asfalt, mastiek, of geëmulsiëerde asfalt of bitumen, hetsy heet of koud op sodanige dakke, vloere of kelders, of fondamente aangebring;

messelwerk, dat dit insluit konkreetwerk en die aanbring van konkreetblokke of plate, betel van vloere en mure, steenvoegwerk, voegwerk, plaveiwerk, mosaïekwerk, sigwerk in leiklip, in marmer en in komposisie, rioolaanleg, leidek en lê van pandakke en sementkalfater van aarde-werkriooltype;

elektriese installering, dat dit insluit die bedrading of installering in geboue van beligtings-, verhitings- of ander permanente elektriese toebehore of die herstel of onderhoud van hysers in geboue;

verniss, dat dit insluit poleer met 'n kwas of kussinkie en spuit met enige samestelling;

ruite insit, dat dit insluit sny en/of insit van alle soorte glas of ander soortgelyke produkte in sponnings wat gevorm is in hout- of metaaldeure, vensters rame, of soortgelyke toebehore en al die werksaamhede wat daarby behoort;

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

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

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

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

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

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

plumbing, which includes brazing and welding, 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 in the building or structure is done by the person making or preparing the article used;

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

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

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

"constant supervision" means remaining within such a distance of the work to be supervised, that all details of such work can be observed;

"lock up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, the whole to be so constructed to provide a place for the safe keeping of employees' tools and clothes at any time;

"O.F.S. Goldfields Area" means the area within a radius of 20 miles from Welkom railway station but excluding that portion of the Magisterial Area of Kroonstad as defined and contained in the Schedule to and published under

skrynwerk, dat dit insluit die aanbring van alle hout-toebehore en die vervaardiging van alle skrynwerkartikels wat by daardie toebehore behoort, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het in die gebou, of bouwerk aangebring word of nie en sluit in muurkaste, kombuis-kaste, of ander kombuis-toebehore, wat as 'n vaste deel daarvan aan die gebou behoort;

glas-in-lood, met inbegrip van die vervaardiging en/of aanbring van lood en/of ander metaalfigte en reklame-tekens en die insit van glas in verband daarmee;

klipmesselwerk, dat dit insluit klipkap en -bou (ook die kap en bou van sierklipwerk en monumentklipwerk), betonwerk en die plaas of bou van voorafgevormde of kunsmatige klip of marmer, plaveiwerk, mosaiekwerk, voegwerk, beteëling van vloere en mure, bediening van 'n „Mall and Biax" of ander dergelyke draagbare skuurskyf verstelbare saag- en afwerk- en ander klipwerkingmasjinerie, behalwe klippoleermasjinerie, en skerpmaak van klippappergereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie;

metaalwerk, dat dit insluit die aanbring van staalplafonne, metaalvensterrame, metaaldeure, bousersmidwerk, metaalraam en metaaltrappe en boukundige metaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plate en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het in die gebou of die bouwerk aangebring word of nie;

skilderswerk, dat dit insluit sierwerk, plakkerswerk, ruite insit, distemper, wit- en kleurkalk, beits, vernis, houtvlamwerk, marmerwerk en spuit en ook letterskilder en muursierwerk, die gebruik van teer en sy produkte en ook skuurpapierbewerking en alle werk in voorbereiding van die voornoemde werksaamhede en skuurpapierbewerking van mure en houtwerk, opvol van kroke in mure, stop-vervulling van houtwerk;

pleisterwerk, dat dit insluit modelleer, modelmaak, gietvorms maak, die gietstukke in die vorms maak, maak en aanbring van stukkoplafonne en veschepleister of ander komposisies, granoliet, terrazzo en komposisievloere; komposisiemuurbedekking en poleer, bedien van 'n „Mall and Biax" of soortgelyke draagbare draaiskuurskyf, verstelbare saag- en afwerkmasjien voorafgevormde of kunsmatige klipwerk, beteël van mure en vloere plaveiwerk en mosaiekwerk, metaallatjies aanbring, akoestiekspuitwerk en al die behandelings wat behoort by die voltooiing van plafonne en mure, hetsy die artikels wat gebruik word deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, dat dit insluit hardsoldeer, sweis, lood-sweiswerk, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, ventilasie, verwarming, warm- en koue-wateraanleg, brandinstallasie en die vervaardig en aanbring van alle metaalplaatwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankmonterings, dat dit insluit die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstallkaste, toonbanke, afskortings en binnetoe-behore;

staalversterking en/of staalbouwerk, dat dit insluit die aanbring van alle klasse staal- of ander metaalpilare, dwarsbalke, hoofbalke, metaalplaat of metaal in enige ander vorm wat deel van 'n gebou of bouwerk vorm;

houtbewerking, dat dit insluit timmermanswerk, fineer-paneelwerk en poleer en skuurpapierbewerking daarvan, houtbewerking, masjinale houtbewerking, houtdraai, hout-sny, aanbring van dakyster, geluid- en akoestiek materiaal, kurk- en asbesisolasie, aanbring van houtlatjies, komposisieplafon en muurbedekking, muurproppe maak, houtwerk bedek met metaal, blokkies- en ander soort vloere, met inbegrip van hout-, linoleum-, rubberkomposisie, op asfalt gelegde vloerbekleding, of kurk, met inbegrip van skuurpapierbewerking daarvan, bediening van 'n „Mall and Biax" of soortgelyke draagbare draaiskuurskyf, verstelbare saag, afwerk- en poleermasjien, bekisting en/of bereiding van vorms of gietvorms vir beton, hetsy die artikel wat gebruik word deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie: Met dien verstande ewewel, dat die lê van linoleum deur die leweransier, wie se vernaamste besigheid binne die kommersiële distribusiebedryf val, van hierdie woordbepaling uitgesluit is as die lê van linoleum behoort by die verkoop van daardie linoleum en nie deel van die regstreekse koste vir die verbruiker vorm nie;

"gedurige toesig", binne so 'n afstand van die werk waaroor toesig gehou moet word, bly, dat alle besonderhede van die werk gevolg kan word;

"toesluitplek", enige skuur, kamer, werkwinkel, fabriek of dergelyke plek, bestaande uit vier mure en dak, gemaak van beton, steenwerk, hout, yster of enige samestelling daarvan, wat stewig gesluit kan word, die hele aldus gebou om 'n plek te verskaf vir die veilige bewaring van werknemers se gereedskap en klere te eniger tyd;

"gebied van die O.V.S.-goudvelde", die gebied binne 'n straal van 20 myl van Welkom-spoorwegstasie maar behalwe daardie gedeelte van die magistraatsdistrik Kroonstad omskryf en vervat in die bylae van, en bekend gemaak by, Goewer-

Government Notice No. 2792, dated 30th December, 1949, falling within the said area and further excluding that portion of the Magisterial District of Odendaalsrus, falling within the said area as defined hereunder:—

From a point common to the farms Eerste Geluk No. 1595, District Kroonstad, Dankbaarheid No. 2181, District Odendaalsrus, and Commandants Pan No. 424, District Ventersburg and thence generally southwards along the boundaries of and including the farms Dankbaarheid No. 2181, Koppie Alleen No. 81, Tafel Baai No. 1013, Commandants Pan No. 821, Klein Koppie Alleen No. 820, Mimosa No. 1676, De Hoop No. 676, New Kameeldoorns No. 1398, Leeuwbosch No. 685, Weltevreden No. 59, Hilton No. 530, Roodepoort No. 235, Vriendskap No. 2264, Eerste Geluk No. 61, Grootkop No. 277, Grasvlei No. 46, Joeys Rust No. 2200, Mooidam No. 2199, Commissiedam No. 287, Damspruit No. 848; thence generally north-eastwards along the boundaries of and including the farms Damspruit No. 848, Zookraal No. 101, Leeuwkuil No. 41, Goedehoop No. 1749, Johannes Rust No. 1127, being the common point to the farms Driehoek No. 330, Historia No. 172, Bothaville District, Driekuul West No. 2158, Kroonstad District, Johannes Rust No. 1127, Odendaalsrus District; thence generally southwards along the boundaries of and including the farms Johannes Rust No. 1127, Haarlem No. 170, Cornelias Hoek No. 1586, Corneliashoek No. 1608, Erfstuk No. 1634, Vergenoeg No. 172, Rosendal No. 1536, Blaauwgomdam No. 1537, Lena No. 365, De Rust No. 49, Eenzaam No. 352, Stillewoning No. 346, Pietersdeel No. 1972, Nieuwjaarsbosch No. 1121, Enkeldoorn No. 1968, Blydschap No. 1969, Blydschap No. 2180, Hartplaats No. 1945, falling within the Magisterial District of Odendaalsrus as published in the Schedule to Government Notice No. 2786 of the 30th December, 1949;

“piece work” means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;
 “structure” includes walls, boundary, garden and retaining walls and monuments;
 “suitable sleeping accommodation” means a waterproof shelter capable of being securely locked, with a wooden floor and the necessary washing accommodation, stretchers, mattress and lavatory accommodation;
 “wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 9;
 “wet weather shelter” means a shelter constructed of weather proof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;
 “working day” means any day other than Saturday, Sunday, Good Friday, 1st May (May Day) and the annual leave period prescribed in clause 13;
 “working employer” or “partner” means any employer or any partner in a partnership who himself performs work similar to that carried out by employees in the industry;
 “unskilled labourer” means an employee engaged on any or all of the following:—

- (a) Digging or taking out stone or soil for foundations, trenches, drains, channels;
- (b) removing excavated stone and soil;
- (c) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand with shovels;
- (d) loading and unloading materials;
- (e) carrying mortar, bricks, stone, concrete or other materials;
- (f) cleaning used bricks;
- (g) lime-washing and the use of tar or similar products on buildings and latrines occupied and used by natives and rough timber such as joists and underside of floors; provided, however, that lime-washing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;
- (h) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;
- (i) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under constant supervision of an artisan;
- (j) scaffold erecting under constant supervision of an artisan;
- (k) operating swing saws and stone polishing machinery (other than a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine) under the constant supervision of an artisan;
- (l) levelling concrete and operating a concrete vibrator under the constant supervision of an artisan;
- (m) threading of piping under the constant supervision of an artisan;
- (n) (i) removing plaster from steel or wood surfaces in new buildings prior to painting;
 (ii) washing down new galvanised surfaces with solutions, provided brushes, blowlamps, or paint remover are not used;
 (iii) removing rust and scale from iron or steel surfaces, provided no chemicals are used;

mentskennisgewing No. 2792 van 30 Desember 1949, wat binne die genoemde gebied val en verder behalwe daardie gedeelte van die magistraatsdistrik Odendaalsrus wat binne die genoemde gebied val, soos hieronder omskryf:—

Van 'n punt gemeen aan die plase Eerste Geluk No. 1595, distrik Kroonstad, Dankbaarheid No. 2181, distrik Odendaalsrus, en Commandants Pan No. 424, distrik Ventersburg en daarvandaan algemeen suidwaarts langs die grense van en met inbegrip van die plase Dankbaarheid No. 2181, Koppie Alleen No. 81, Tafel Baai No. 1013, Commandants Pan No. 821, Klein Koppie Alleen No. 820, Mimosa No. 1676, de Hoop No. 676, New Kameeldoorns No. 1398, Leeuwbosch No. 685, Weltevreden No. 59: Hilton No. 530, Roodepoort No. 235, Vriendskap No. 2264, Eerste Geluk No. 61, Grootkop No. 277, Grasvlei No. 46, Joeys Rust No. 2200, Mooidam No. 2199, Commissiedam No. 287, Damspruit No. 848; daarvandaan algemeen noordooswaarts langs die grense van en met inbegrip van die plase Damspruit No. 848, Zookraal No. 101, Leeuwkuil No. 41, Goedehoop No. 1749, Johannes Rust No. 1127, wat die gemeenskaplike punt is van die plase Driehoek No. 330, Historia No. 172, Bothavilledistrik, Driekuul West No. 2158, Kroonstaddistrik, Johannes Rust No. 1127, Odendaalsrusdistrik, daarvandaan algemeen suidwaarts langs die grense van en met inbegrip van die plase Johannes Rust No. 1127, Haarlem No. 170, Cornelias Hoek No. 1586, Corneliashoek No. 1608, Erfstuk No. 1634, Vergenoeg No. 172, Rosendal No. 1536, Blaauwgomdam No. 1537, Lena No. 365, De Rust No. 49, Eenzaam No. 352, Stillewoning No. 346, Pietersdeel No. 1972, Nieuwjaarsbosch No. 1121, Enkeldoorn No. 1968, Blydschap No. 1969, Blydschap No. 2180, Hartplaats No. 1945, wat binne die magistraatsdistrik Odendaalsrus val soos bekend gemaak in die bylae van Goewermentskennisgewing No. 2786 van 30 Desember 1949.

„stukwerk”, enige stelsel van werk waaronder 'n werknemer se verdienste gedeeltelik of geheel op hoeveelheid of omvang van verrigte werk gebaseer word;
 „bouwerk”, sluit in mure, grens-, tuin- en stutmure en monumente;
 „geskikte slaapperiewe”, waterdigte skuiling wat veilig gesluit kan word, met 'n houtvloer en die nodige wasgeriewe, kampbeddens, matras en sanitêre geriewe;
 „loon”, daardie gedeelte van die besoldiging wat in geld aan 'n werknemer ten opsigte van die gewone werkure, in klousule 9 bepaal, betaalbaar is;
 „skuiling teen nat weer”, skuiling gemaak van waterdigte materiaal op so'n wyse dat die okkupeerdes onder alle omstandighede droog en gemaklik sal bly;
 „werkdag”, enige dag behalwe Saterdag, Sondag, Goeie Vrydag, 1 Mei (Meidag) en die jaarlikse verloftydperk in klousule 13 voorgeskryf;
 „werkende werkgewer”, of „vennoot”, enige werkgewer of enige vennoot in 'n vennootskap wat self werk doen soortgelyk aan dié wat deur werknemers in die nywerheid verrig word;
 „ongeskoolde arbeider”, 'n werknemer wat enigteen of almal van die volgende werksaamhede verrig:—

- (a) Uitgraaf en/of uithaal van klippe of grond vir fondamente, slote, riole en kanale;
- (b) verwydering van uitgegraafde klippe en grond;
- (c) materiale inskep in of verwyder uit mortel- of betonmengmasjiene en met die hand of skop mortel of beton meng;
- (d) laai of aflaai van materiale;
- (e) dra van mortel, stene, klippe, beton of ander materiale;
- (f) skoonmaak van gebruikte bakstene;
- (g) witkalk van en die gebruik van teer of soortgelyke produkte op geboue en latrêne wat deur natuurlike gebruik word en ru-timmerhout soos dwarsbalke en onderkante van vloere; met dien verstande egter dat witkalk in verband met geboue en/of latrêne gedurende die oprigting daarvan of binne sestig dae na die voltooiing van 'n gebou, van hierdie woordbepaling uitgesluit is;
- (h) uitkeep en uitkap van mure en betonvloere vir geleidings, in beton- en steen werk boor;
- (i) met draad, staalversterkingmiddels bind of vasmaak en sny, buig en inmeekaarsit, sulke middels oprig en in plek sit onder voortdurende toesig van 'n vakman;
- (j) steiers onder voortdurende toesig van 'n vakman oprig;
- (k) hangsaai en klippoleer masjiene (behalwe 'n Mall en Biax of soortgelyke masjiene of draagbare skuurskyf, verstelbare saag- en afwerkmasjiene) onder voortdurende toesig van 'n vakman bedien;
- (l) beton gelykmaak en 'n betondrilmasjiene onder voortdurende toesig van 'n vakman bedien;
- (m) draad in pype onder voortdurende toesig van 'n vakman sny;
- (n) (i) pleisterwerk van staal- of houtoppervlaktes in nuwe geboue verwyder voordat 'n aanvang met skilderwerk gemaak word;
 (ii) nuwe gegalvaniseerde oppervlaktes met oplossings afwas, mits geen borsels, soldeerlampe of verfverwydermiddels gebruik word nie;
 (iii) roes en skaal van yster- of staaloppervlaktes verwyder, mits geen chemikalieë gebruik word nie;

- (iv) cleaning down previously painted roofs including wirebrushing prior to repainting;
- (v) removing loose and flaking paint from gutters, down pipes, or other surfaces, provided a blowlamp or paint remover is not used;
- (vi) assisting skilled artisans in the cleaning or washing down of any surfaces, provided that no tools ordinarily employed by painters are used or artisans' work is done by the unskilled labourer;
- (vii) scraping and rubbing down previously limewashed surfaces and not to include repairing of surfaces;
- (viii) sandpaper of a grade not finer than Oakey's No. Strong 2, or equivalent may be used for any of the above cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
- (o) assisting artisans wherever necessary, but not to perform skilled work.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages at a rate lower than 3s. 6d. per hour.

(2) In addition to the wages payable under clause 4 (1) a cost of living allowance shall be paid to all employees, calculated on the ordinary hours of work exclusive of overtime and in accordance with the following scale and/or provisions:—

- (a) The allowance shall be at the rate of 1s. 4d. per hour which shall be adjusted upwards or downwards at the rate of ½d. per hour as each notch of 1·2 points is traversed by the weighted average retail price index figure.
- (b) Any increase or decrease in the allowance in terms of these provisions shall become effective on the first of the month succeeding the publication of the census monthly press release statement reflecting the change in the index figure, necessitating such increase or decrease.
- (c) For the purpose of this sub-clause—
 - (i) "notch", means each completed stage of 1·2 points variation in the weighted average retail price index figure upwards or downwards from 152·9, viz., upwards 154·1, 155·3, etc., and downwards 151·7, 150·5, etc.; and
 - (ii) "weighted average, retail price index figure" or "index figure" means the average between the figures for the nine principal areas viz: Cape Town, Port Elizabeth, East London, Kimberley, Pietermaritzburg, Durban, Pretoria, Witwatersrand and Bloemfontein, relating to "all items" as published by the Director of Census and Statistics in the census monthly press release statement in respect of each area compared with the weighted average of the nine areas in 1938=100.

5. PIECEWORK.

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

6. PAYMENT OF WAGES, OVERTIME AND ALLOWANCES.

(1) Wages, earnings for overtime, allowances and all other remunerations due shall be paid in cash weekly not later than 4.45 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee.

When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding. In the case of non-compliance with this sub-clause, on termination of employment, an employer shall pay such an employee all wages, allowances and other remunerations right up to the time such payment is made, in respect of every working hour or part of working hour from the time of termination of employment till the time of final payment.

(2) Wages, earnings for overtime, allowances and all other remuneration shall be handed to the employees in sealed envelopes, endorsed with the name and address of the employer, the name of the employee and a statement of the hours worked, overtime, authorised deductions, and the amount enclosed.

7. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated within the area to which this Agreement relates, and not within a radius of three miles but within a radius of eight miles from Hennenman, Odendaalsrus, Virginia and Welkom Railway Stations, an employer shall pay to an employee who is working on such a job a walking time allowance at the rate of threepence for every half mile or portion of half mile of the distance beyond such three mile radius. The allowance shall be payable for both ways daily.

(2) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing or pay for transport in respect of the said distance as described in sub-clause (1) of this clause.

- (iv) voorheen geveerde dakke skoonmaak, ook met draadborsels, voordat dit weer geverf word;
- (v) los en half-afgeskilferde verf van geute, aflatpype of van ander oppervlaktes verwyder, mits geen solderlamp of verfverwydermiddel gebruik word nie;
- (vi) geskoolde vakmanne help met die skoonmaak of afwas van oppervlaktes, mits geen gereedskap gebruik word wat gewoonlik deur skilders gebruik word of vakmanswerk deur ongeskoolde arbeiders gedoen word nie;
- (vii) voorheen uitgekalkte oppervlaktes afskraap en afvryf, maar dit sluit nie die herstel van oppervlaktes in nie;
- (viii) skuurpapier van 'n graad nie fyner as Oakey se Strong No. 2, of 'n gelykstaande, mag gebruik word vir enigeen van bogenoemde skoonmaakprosesse, maar geen borsels, behalwe skrobbsels of draadborsels, mag gebruik word nie;
- (o) vakmanne help waar dit nodig is, maar mag nie geskoolde werk doen nie.

4. LONE.

(1) Geen werkgewer mag lone teen 'n skaal laer as 3s. 6d. per uur betaal en geen werknemer mag dit aanneem nie.

(2) Benewens die lone betaalbaar kragtens klousule 4 (1) moet 'n lewenskostetoeleae aan alle werknemers betaal word, bereken op die gewone werke, behalwe oortydure, en ooreenkomstig onderstaande skale en/of bepalinge:—

- (a) Die toelae moet wees teen die skaal van 1s. 4d. per uur wat boontoe of ondertoe aangepas moet word teen 'n skaal van ½d. per uur na gelang elke kerf van 1·2 punte deur die verswaarde gemiddelde kleinhandelprysindekssyfer oorskry word.
- (b) Enige verhoging of vermindering van die toelae kragtens hierdie bepalinge tree in werking op die eerste van die maand wat volg op die publikasie van die Sensuskantoor se maandelikse persverklaring wat die verandering van die indekssyfer aandui, wat so'n verhoging of vermindering nodig maak.
- (c) Vir die toepassing van hierdie subklousule beteken—
 - (i) „kerf”, enige voltooide trap van wisseling van 1·2 punte in die verswaarde gemiddelde kleinhandelprysindekssyfer boontoe of ondertoe van 152·9 af, nl. boontoe 154·1, 155·3, ens., en ondertoe 151·7, 150·5, ens., en
 - (ii) „verswaarde gemiddelde kleinhandelprysindekssyfer” of „indekssyfer” die gemiddelde tussen die syfers vir die nege hoofgebiede, nl. Kaapstad, Port Elizabeth, Oos-Londen, Kimberley, Pietermaritzburg, Durban, Pretoria, Witwatersrand en Bloemfontein, betreffende „alle items”, soos bekend gemaak deur die Direkteur van Sensus en Statistiek in die Sensuskantoor se maandelikse pers verklaring ten opsigte van elke gebiede vergeleke met die verswaarde gemiddelde van die nege gebiede in 1938=100.

5. STUKWERK.

Die uitgee deur werkgewers of die verrigting deur werknemers van werk op 'n stukwerkbasis is verbode, asook enige stelsel van betaling vir arbeid waarby die verdienste van 'n werknemer gebaseer of bereken word, gedeeltelik of geheel, op hoeveelheid of omvang van die verrigte werk. Die bepalinge van hierdie klousule is van toepassing nieëtaande die feit dat die werknemer 'n klein hoeveelheid van die materiaal of installasie wat nodig is, mag verskaf.

6. BETALING VAN LONE, OORTYDBETALING EN TOELAES.

(1) Lone, verdienste vir oortydwerk, toelaes en alle ander besoldiging verskuldig, moet weklíks nie later as 4.45 nm. op Vrydae in kontant betaal word nie, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.

As 'n Vrydag 'n vakansiedag in die bounywerheid is, moet betaling op die voorgaande Donderdag gemaak word. Ingeval hierdie subklousule nie nagekom word nie, moet 'n werkgewer by diensbeëindiging dié werknemer alle lone, toelaes en ander besoldiging betaal presies tot die tydstop waarop die betaling gemaak is, ten opsigte van elke werkuur of gedeelte van 'n werkuur van die tyd van diensbeëindiging tot die tyd van finale betaling.

(2) Lone, verdienste vir oortydwerk, toelaes en alle ander besoldiging moet aan die werknemers in verseëelde koeverte oorhandig word wat die naam en adres van die werkgewer toon, die naam van die werknemer en 'n staat oor die ure gewerk, oortydwerk, gemagtigde aftrekkings en die bedrag ingesluit.

7. STAPTYD EN VERVOER.

(1) As 'n werk binne die gebied val waarop hierdie ooreenkoms betrekking het, en nie binne 'n straal van drie myl nie, maar binne 'n straal van agt myl van Hennenman, Odendaalsrus, Virginia en Welkom-spoorwegstasie, moet 'n werkgewer aan 'n werknemer wat op so 'n werk werk, 'n staptoelae betaal teen 'n skaal van 3d. vir elke halfmyl of gedeelte van 'n halfmyl van die afstand verder as die straal van dié drie myl. Die toelae is daagliks vir albei rigtings betaalbaar.

(2) 'n Werkgewer is daartoe geregtig om geskikte vervoer in albei rigtings te verskaf in plaas van die voornoemde of vir vervoer te betaal ten opsigte van die genoemde afstand soos omskryf in subklousule (1) van hierdie klousule.

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

(4) The allowances payable under sub-clauses (1) and (2) shall be paid weekly.

(5) Where an employee accepts sleeping accommodation provided by the employer on the site of the job such an employee shall not be entitled to the walking time allowance described in sub-clause (1).

8. COUNTRY ALLOWANCES AND SLEEPING ACCOMMODATION.

The following transport allowance or allowances for sleeping accommodation shall be paid by an employer to an employee sent by him to work away from his ordinary place of residence on a job beyond a radius of 8 miles taken from the nearest railway station of the following four places: Hennenman, Welkom, Odendaalsrus and Virginia:—

(1) Where transport is not provided by the employer free of charge the employer shall pay for transport to and from the place of work at the beginning and termination of such work respectively; time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of the employee concerned as prescribed in clause 4, and half the hourly rate of wages for time occupied in travelling outside the ordinary working hours.

(2) An allowance of 7s. 6d. in respect of every night such employee spends away from home except where suitable sleeping accommodation is provided in lieu of such an allowance.

9. DAYS AND HOURS OF WORK.

(1) *Ordinary Hours of Work.*—No employer shall require or permit any employee to work and no such employee shall work for more than—

- (i) forty-three hours in any week from Mondays to Fridays;
- (ii) eight hours and thirty-six minutes on any one day to be worked from 7 a.m.

(2) No employee shall work for longer than five hours without a break of at least forty-five minutes.

10. OVERTIME.

(1) All hours of work in excess of the weekly and daily limitations prescribed in clause 9 shall be regarded as overtime.

Payment of overtime and time worked on a day other than a working day shall be as follows:—

(a) For the first three hours after the ordinary hours of work as prescribed in clause 9, at one and one-half times the ordinary hourly wage.

(b) For overtime worked on Saturdays from 7 a.m. to 12 noon, one and one-half times the ordinary hourly wage.

(c) All other overtime and time worked under exemption from the provisions of clause 13 (1) on a Sunday, Good Friday, 1st May (May Day), Christmas Day, Boxing Day and New Year's Day shall be paid for at double the ordinary hourly wage.

(2) *Payment for Work on Certain Days.*—When exemption has been granted from the provisions of clause 13 (1) of this Agreement in respect of an employee who agrees to perform essential services or emergency work, double the actual rate of wages of such employee shall be paid;

Provided that where it is a condition of such exemption that an employee shall take leave for a period of the duration of his employment under exemption within a period specified, he shall be paid his ordinary remuneration including his actual rate of wage, cost of living allowance and holiday wages in respect of all time so worked not exceeding forty-three hours in any week or 8 hours 36 minutes on any one day commencing at 7 a.m. from Monday to Friday; and provided further that any time worked outside the aforementioned weekly or daily limitations or on a Sunday or public holiday shall be paid for as prescribed in clauses 10 (1) (a), 10 (1) (b) and 10 (1) (c).

For the purpose of this sub-clause "essential services or emergency work" shall mean any work which must necessarily be performed in order to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking.

(3) No employer shall permit an employee to work and no employee shall work more than 15 hours overtime in any one week.

11. TERMINATION OF EMPLOYMENT.

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

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

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

(4) No notice of termination of employment shall be required during the first twelve hours with the same employer from the time of commencing work.

(3) Enige tyd deur 'n werknemer in beslag geneem om na en van sy werk te gaan, val buite die gewone werkure soos in klousule 9 voorgeskryf.

(4) Die toelaes kragtens klousule (1) en (2) betaalbaar, moet weekliks betaal word.

(5) As 'n werknemer gebruik maak van slaapperiewe wat deur die werkgever op die plek van die werk verskaf word, is dié werknemer nie geregtig tot die stapydtoelae wat in subklousule (1) genoem is nie.

8. PLATTELANDSE TOELAES EN SLAAPGERIEWE.

Onderstaande vervoertolae of toelaes vir slaapperiewe moet deur 'n werkgever betaal word aan 'n werknemer wat deur hom gestuur word om weg van sy gewone woonplek af te werk op 'n werk verder as 'n straal van agt myl geneem van die naaste spoorwegstasie of die volgende vier plekke: Hennenman, Welkom, Odendaalsrus en Virginia:—

(1) As vervoer nie kosteloos deur die werkgever verskaf word nie, moet die werkgever onderskeidelik by die begin en einde van die werk vir vervoer na en van die werkplek betaal; vir tyd in beslag geneem deur gedurende die gewone werkure te reis, moet betaal word teen die uurskaal van die betrokke werknemer soos voorgeskryf in klousule 4, en helfte van die uurskaal vir tyd in beslag geneem deur buite die gewone werkure te wys.

(2) 'n Toelae van 7s. 6d. ten opsigte van elke nag wat so 'n werknemer weg van sy huis deurbring, behalwe waar geskikte slaapperiewe in plaas van so 'n toelae verskaf word.

9. WERKDAE EN -URE.

(1) *Gewone werkure.*—Geen werkgever mag van 'n werknemer vereis of hom toelaat om langer as onderstaande te werk en geen werknemer mag langer werk nie as—

- (i) drie-en-veertig uur in enige week van Maandae tot Vrydae; en
- (ii) agt uur ses-en-dertig minute op enige dag wat van 7 vm. gewerk moet word.

(2) Geen werknemer mag langer as 5 uur sonder 'n onderbreking van minstens vyf-en-veertig minute werk nie.

10. OORTYD.

(1) Alle werkure meer as die weeklikse en daaglikse beperkings wat in klousule 9 omskryf word, moet as oortydure beskou word. *Betaling vir oortydure* en tyd gewerk op 'n dag behalwe 'n werkdag moet soos volg wees:—

(a) Vir die eerste drie ure na die gewone werkure voorgeskryf in klousule 9, teen 1½ maal die gewone uurloon.

(b) Vir oortydure gewerk op Saterdag van 7 vm. tot 12 middag, 1½ maal die gewone uurloon.

(c) Vir alle ander oortyd en tyd gewerk kragtens vrystelling van die bepalinge van klousule 13 (1) moet op 'n Sondag, Goede-Vrydag, 1 Mei (Meidag), Kersdag, Tweede Kersdag en Nuwejaarsdag moet betaal word teen dubbel die gewone uurloon.

(2) *Betaling vir werk op sekere dae.*—Wanneer vrystelling van die bepalinge van klousule 13 (1) van hierdie Ooreenkoms verleen is ten opsigte van 'n werknemer wat instem om noodsaaklike dienste of noodwerk te doen, moet dubbel die gewone loonskaal van die werknemer betaal word.

Met dien verstande dat waar dit 'n voorwaarde van dié vrystelling is dat 'n werknemer verlof vir 'n tydperk van die duur van sy diens kragtens vrystelling binne 'n vasgestelde tydperk moet neem, hy sy gewone besoldiging betaal moet word met inbegrip van sy werklike loonskaal, lewenskostetolae en vakansieleen ten opsigte van alle tyd aldus gewerk wat nie meer is nie as 43 uur in 'n week of 8 uur 36 minute op enige dag beginnende om 7 vm. van Maandag tot Vrydag; en voorts met dien verstande dat vir enige tyd gewerk buite die voornoemde weeklikse of daaglikse beperkings of op 'n Sondag of openbare vakansiedag, moet betaal word soos voorgeskryf in klousules 10 (1) (a), 10 (1) (b) en 10 (1) (c).

Vir die toepassing van hierdie subklousule beteken "noodsaaklike dienste of noodwerk" enige werk wat noodwendig gedoen moet word ten einde die gesondheid en veiligheid van die publiek te verseker of die voortsetting van enige ander nywerheid, besigheid of onderneming.

(3) Geen werkgever mag 'n werknemer toelaat om meer as 15 uur oortyd in 'n week te werk en geen werknemer mag aldus werk nie.

11. DIENSBEÏNDIGING.

(1) 'n Werknemer wat verlang om sy diens by sy werkgever te beëindig, en 'n werkgever wat verlang om die dienste van 'n werknemer te beëindig, moet minstens twee werkdade kennis van dié diensbeëindiging aan die werkgever of die werknemer, al na die geval, gee.

(2) 'n Werkgever mag 'n werknemer twee werkdade se betaling gee in plaas van die kennisgewing waartoe die werknemer geregtig is.

(3) 'n Werknemer mag aan sy werkgever twee werkdade se betaling gee in plaas van die kennisgewing waartoe die werkgever geregtig is.

(4) Geen kennisgewing van diensbeëindiging is nodig gedurende die eerste twaalf uur by dieselfde werkgever van die tyd af waarop 'n begin met die werk gemaak is nie.

12. STORAGE AND PROVISION OF TOOLS.

A suitable place shall be provided by the employer on all jobs, sheds and workshops, for locking up tools. The employer shall be responsible for keeping lock-ups properly locked and for any loss of tools suffered by the employee in lock-ups due to fire and shall insure such tools against loss by fire.

13. ANNUAL LEAVE AND HOLIDAYS.

(1) No employer shall perform, require or allow an employee to perform work and no employee shall undertake or perform work in the industry from finishing time on Friday 22nd December, 1950, to starting time on Monday 15th January, 1951 or on Saturdays, Good Friday and 1st May (May Day).

(2) In addition to any other remuneration to which an employee shall be entitled an employer shall pay weekly to each employee in his employ, at the same time as such employee is entitled to his ordinary remuneration, a holiday wage of four-pence in respect of each hour or part of an hour worked during each week of employment; provided that no payment shall be made in respect of overtime or hours worked on Sundays and holidays referred to in sub-clause (1), or subject to the provisions of sub-clause 10 (2), the annual leave prescribed in sub-clause (1).

14. ORGANISERS.

Organising facilities shall be allowed to organisers of the trade unions to have access to their members subject to the consent of the employer or his duly authorised representative.

15. WORKING EMPLOYER.

Any working employer shall, in respect of the trade at which he is working, observe all the provisions of this Agreement relating to hours of work.

16. WET WEATHER SHELTER.

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

Signed at Johannesburg on behalf of the Parties on the twenty-sixth day of September, 1950.

J. P. LAMB,
Vice-Chairman.

W. BLAKE,
Representing the Three Applicant
Trade Unions.

JAMES THOMPSON,
Representing the Federation of Building
Trade Employers in South Africa.

* No. 3139.] [15 December 1950.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING INDUSTRY.—O.F.S. GOLDFIELDS
AREA.

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 in the O.F.S. goldfields area, published under Government Notice No. 3138 of the 15th 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.

12. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

'n Geskikte plek moet deur die werkgewer op alle werke, skure en werkwinkels verskaf word om gereedskap in op te sluit. Die werkgewer is daarvoor verantwoordelik dat die toesluitplekke behoorlik gesluit is, asook vir enige verlies van gereedskap wat deur die werknemer in toesluitplekke gely word as gevolg van brand en moet hy die gereedskap teen verlies deur brand versker.

13. JAARLIKSE VERLOF EN VAKANSIES.

(1) Geen werkgewer mag werk in die nywerheid van sluitings-tyd op Vrydag 22 Desember 1950 tot begintyd op Maandag 15 Januarie 1951 of op Sondag, Goëie-Vrydag en 1 Mei (Meidag) verrig of van 'n werknemer vereis of hom toelaat om werk aldus te verrig en geen werknemer mag werk aldus onderneem of verrig nie.

(2) Benewens enige ander besoldiging waartoe 'n werknemer geregtig is, moet 'n werkgewer weekliks aan elke werknemer in sy diens terselfdertyd as wat dié werknemer geregtig is tot sy gewone besoldiging, 'n vakansieloon betaal van 4d. ten opsigte van elke uur of gedeelte van 'n uur gewerk gedurende elke week diens, met dien verstande dat geen betaling gemaak moet word ten opsigte van oortydure of ure gewerk op Sondag en vakansiedae in subklousule (1) genoem of, onderworpe aan die bepalings van subklousule 10 (2), die jaarlikse verlof voorgeskryf in subklousule (1) nie.

14. ORGANISEERDERS.

Organiseergeriewe moet toegestaan word aan organiseerders van die vakverenigings ten einde toegang tot hul lede te hê, onderworpe aan die toestemming van die werkgewer of sy gemagtigde verteenwoordiger.

15. WERKENDE WERKGEWER.

Elke werkende werkgewer moet al die bepalings van hierdie Ooreenkoms betreffende werkure ten opsigte van die bedryf waarin hy werk, nakom.

16. SKULING TEEN NAT WEER.

Op enige plek waar boubedrywigheide uitgevoer word, moet werkgewers geskikte onderdak verskaf waarin werknemers gedurende nat weer kan skuil.

Namens die partye hede die 26ste dag van September, 1950, in Johannesburg geteken.

J. P. LAMB,
Ondervoorsitter.

W. BLAKE,
Verteenwoordiger van die drie
Applicant-vakverenigings.

JAMES THOMPSON,
Verteenwoordiger van die „Federation of
Building Trade Employers in South Africa”.

* No. 3139.] [15 Desember 1950.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID.—GEBIED VAN DIE O.V.S.-
GOUDVELDE.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid in die gebied van die O.V.S.-goudvelde, bekendgemaak by Goewermentskennisgewing No. 3138 van 15 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.

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