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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2471.] [24 October 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, PIETERMARITZBURG.

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, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, 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 20 (inclusive), 22 to 24 (inclusive), 26 and 27 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the area within a radius of 25 miles from the General Post Office, Pietermaritzburg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the area within a radius of 25 miles from the General Post Office, Pietermaritzburg, and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 1, 3 to 20 (inclusive), 22 to 24 (inclusive), 26 and 27 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.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2471.] [24 Oktober 1952.
NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, PIETERMARITZBURG.

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 op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 20, 22 tot en met 24, 26 en 27 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die gebied binne 'n omtrek van 25 myl van die Hoofposkantoor, Pietermaritzburg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 20, 22 tot en met 24, 26 en 27 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf die genoemde tweede Maandag eindig, in die gebied binne 'n omtrek van 25 myl van die Hoofposkantoor, Pietermaritzburg, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woord-omskrywing 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
PIETERMARITZBURG.

AGREEMENT

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

Master Builders' and Allied Trades' Association,
Pietermaritzburg

(hereinafter referred to as "the employers" or "the employers organisation"), of the one part, and the

Amalgamated Society of Woodworkers and the
Amalgamated Union of Building Trade Workers of South
Africa

(hereinafter referred to as "the employees" or "the trade unions"), of the other part,

being the parties to the Industrial Council for the Building Industry (Pietermaritzburg).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the area within a radius of 25 miles from the General Post Office, Pietermaritzburg, by all employers and employees in the Building Industry who are members of the employers' organisation and the trade unions, provided they shall—

- (a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended from time to time, or any contract entered into or any conditions fixed thereunder;
- (b) apply to C.O.T.T. trainees only to the extent of the holiday fund provisions in this Agreement for which purpose the payments laid down in Government Notice No. 671 of the 28th March, 1947, or any amendment thereto, shall be deemed to be contributions payable under this Agreement;
- (c) not apply to persons engaged in the erection, maintenance, repair or alteration on farms of—
 - (i) dwelling houses at a cost of less than £1,000;
 - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be determined by the Minister of Labour in terms of section forty-eight of the Act, and shall remain in force for 36 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 meaning as in the Act; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

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

"trainee" means any person employed in the Industry and who is subject to the "Training of Artisans Act" or any amending Act;

"artisan" means any person engaged in the Building Industry who is not a trainee, an apprentice, an operative or an unskilled operative as defined in this Agreement;

"Council" means the Industrial Council for the Building Industry (Pietermaritzburg) 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;

"country jobs" means all jobs within a radius of 25 miles from the General Post Office, Pietermaritzburg, but outside an eight mile radius from the said post office;

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

"emergency work" means such work as cannot be reasonably performed during the hours prescribed in or as may be laid down in accordance with Clause 9 (1) of this Agreement;

"piece work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done, irrespective of the time spent on such work;

"operative" means an employee who is employed in all or any of the following capacities, viz., driver of a mechanical vehicle, operator of a floor sand-papering machine, hoistman, supervisor of unskilled operatives, operator of pugmill or other similar machine; and who may in addition be employed on the work of an unskilled operative;

"suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor and necessary washing and lavatory accommodation; this accommodation will be for the exclusive use of the employees and in addition stretchers and mattresses will be supplied by the employer;

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
PIETERMARITZBURG.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur die

Master Builders' & Allied Trades Association, Pietermaritzburg hierna die „werkgewers" of die „werkgewersorganisasie" genoem), aan die eenkant, en die

Amalgamated Society of Woodworkers, en die Amalgamated Union of Building Trade Workers of South Africa (hierna die „werknemers" of die „vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Pietermaritzburg).

1. BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die gebied binne 'n omtrek van 25 myl van die hoofposkantoor, Pietermaritzburg, nagekom word deur alle werkgewers en werknemers in die bounywerheid wat: lede is van die werkgewers-organisasie en van die vakvereniging, met dien verstande dat—

- (a) hulle alleen op vakleerlinge van toepassing is vir sover hulle nie met die bepalings van die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig, of enige kontrak ingevolge daarvan aangegaan of voorwaardes ingevolge daarvan vasgestel, strydig is nie;
- (b) hulle alleen op S.O.T.O.-leerlinge van toepassing is, wat betref de verloffondsbepalings in hierdie Ooreenkoms en vir welke doel die betalings, soos voorgeskryf in Goewermentskennigewing No. 671 van 28 Maart 1947, of enige wysiging daarvan, beskou moet word as bydraes wat kragtens hierdie Ooreenkoms betaalbaar is;
- (c) hulle nie van toepassing is nie op persone wat in diens is vir die oprigting, onderhoud, herstel of verbouing op plase van—
 - (i) woonhuise teen 'n koste van minder as £1,000;
 - (ii) alle ander geboue, afgesien van die koste, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik sal word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel agt-en-veertig van die Wet deur die Minister vasgestel word en bly 36 maande van krag of vir 'n tydperk wat deur hom bepaal word.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Nywerheid-versoeningswet, 1937, vasgestel is, het dieselfde betekenis as in daardie Wet; voorts, tensy dit strydig is met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„vakleerling", 'n werknemer wat kragtens 'n skriftelike vakleerlingkontrak dien wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is of wat beskou word dat dit daarkragtens geregistreer is;

„kwekeling", 'n persoon wat in die nywerheid in diens is en onderworpe is aan die Wet op Opleiding van Ambagsmanne of 'n wysigingswet;

„ambagsman", iemand in die bounywerheid wat nie 'n kwekeling, vakleerling, werkmán of ongeskoolde werkmán, soos in hierdie Ooreenkoms bepaal, is nie;

„Raad", die Nywerheidsraad vir die bounywerheid (Pietermaritzburg), wat kragtens artikel twee van die Nijverheid Verzoenings Wet, 1924, geregistreer is en wat beskou word dat dit kragtens artikel negentien van die Wet geregistreer is;

„plattelandse werk", alle werk binne 'n omtrek van 25 myl van die hoofposkantoor, Pietermaritzburg, maar buite 'n omtrek van agt myl van genoemde poskantoor;

„noodsaaklike dienste", alle werk wat noodwendig verrig moet word om die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, besigheid of onderneming te verseker;

„noodwerk", werk wat nie redelikerwys gedurende die ure wat kragtens klousule 9 (1) van hierdie Ooreenkoms voorgeskryf is of voorgeskryf mag word, verrig kan word nie;

„stukwerk", elke stelsel waarvolgens 'n werknemer se verdienste op die hoeveelheid of omvang van die werk wat verrig is, gebaseer word;

„werkmán", 'n werknemer wat almal of enigeen van die volgende werksaamhede verrig:—'n meganiese voertuig bestuur, 'n vloerskuurmasjien bedien, 'n hystoestel bedien, toesig hou oor ongeskoolde werkmánne, 'n daghameule of ander soortgelyke masjien bedien, en wat daarbenewens die werk van 'n ongeskoolde werkmán kan doen;

„behoorlike slaapplek", 'n waterdigte skuiling wat veilig gesluit kan word en wat 'n houtvloer en alle nodige was- en sanitêrgeriewe het. Hierdie skuiling is bedoel vir die uitsluitlike gebruik van die werknemers en daarbenewens sal die werkgever kampbeddens en matrasse verskaf;

"structure" means any construction in the nature of or incidental to buildings and shall include—

- (a) any portion of a building, whether erected or constructed separately or in conjunction with any other portion(s) of a building; and
- (b) boundary, garden and retaining walls, monuments, grave stones and cemetery memorials of all types.

"unskilled operative" includes an employee who is employed on any or all of the following operations, viz.:—

- (i) digging or taking out stone and soil for foundations, trenches, drains and channels;
- (ii) removing excavated stone and soil;
- (iii) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand with shovels;
- (iv) loading or unloading materials;
- (v) carrying mortar, bricks, stone, concrete or other materials;
- (vi) cleaning used bricks;
- (vii) filling of moulds in plasterers' modelling shops;
- (viii) lime-washing of buildings occupied and latrines used by Natives; the lime-washing of internal face of foundations and the use of tar; or
- (ix) all other work in the Building Industry usually performed by unskilled labour in the carpentry, painting, plumbing and electrical trades;

"working employer or partner" means any employer or any partner in a partnership which carries out work in the Building Industry who himself performs work similar to that carried out by any of his employees and further includes a shareholder in a company who is employed;

"Building Industry" or "Industry" means without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or altering 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 and carried out by persons therein who are engaged in the following trades or subdivisions thereof:—

Bricklaying, which includes concreting and the fixing of concrete blocks, tiling of walls and floors, pointing, recess jointing, paving, mosaic work, facing work in slate, in marble and in composition; drain-laying, slating and roof tiling; power Carborandum cutting machine;

electrical installation, which includes electrical fitting and wiring;

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 in the building or structure is done by the person making or preparing the article used;

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

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;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of stone-working machinery and sharpening of masons' tools whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying and the application of vitreous material, viz.: Emolux etc., by machine or brush;

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

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

"bouwerk", 'n konstruksie soos 'n gebou of wat by 'n gebou hoort, en dit moet insluit:—

- (a) enige gedeelte van 'n gebou, hetsy afsonderlik opgerig of gebou of in verband met enige ander gedeelte of gedeeltes van 'n gebou, en
- (b) grens-, tuin- en stutmure, monumente, grafstene en begrafplaasgedenktekens van alle soorte;

"ongeskoolde werkmán" sluit 'n werknemer in wat almal of enigen van die volgende werksaamhede verrig:—

- (i) klippe en grond vir fondamente, slote, riole en kanale uitgrawe;
- (ii) klippe en grond wat uitgegrawe is, verwyder;
- (iii) materiaal met skopgrawe in dagha- of betonmengmasjiene inskep of dit daaruit haal; dagha of beton met skopgrawe met die hand meng;
- (iv) materiaal op- of aflaai;
- (v) dagha, stene, klippe, beton of ander materiaal dra;
- (vi) gebruikte stene skoonmaak;
- (vii) gietvorms in pleisteraars se modelleerwinkels volmaak;
- (viii) geboue wat deur natuurle bewoon en latrines wat deur hulle gebruik word, witkalk, die binnekant van fondamente witkalk en teer aansmeer; of
- (ix) alle ander werk in die bounywerheid wat gewoonlik deur ongeskoolde arbeid verrig word in die timmermans-, skilders-, loodgieters- en elektriese bedrywe;

"werkende werkgewer of vennoot", 'n werkgewer of vennoot in 'n vennootskap wat werk in die bounywerheid uitvoer; en wat self soortgelyke werk verrig as wat deur enigen van sy werknemers gedoen word, en verder sluit dit 'n aandeelhouer in 'n maatskappy in wat in diens is;

"bounywerheid" of "nywerheid", sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk nie, die nywerheid waarin werkgewer en werknemer verbonde is van sy werknemers gedoen word, en verder sluit dit 'n om geboue en bouwerke op te rig, te voltooi, te vernu, te herstel, te onderhou of te verander en/of artikels te vervaardig wat gebruik moet word vir die oprigting, voltooiing of verandering van geboue en bouwerke, of die werk verrig, die materiaal berei of die nodige artikels op die terreine van die geboue of bouwerke of elders gemaak word of nie en dit sluit alle werk in wat verrig of uitgevoer word deur persone daarin wat in dié ondergenoemde bedrywe of onderafdelings daarvan werksaam is—

messelwerk, ook betonwerk en die aanbring van betonblokke, beteëling van mure en vloere, voegwerk, diepvogwerk, plaveiwerk, mosaïekwerk, sigwerk in leiklip, in marmer en in komposisie, rioolaanleg, leidekking en dakpanne lê, kragkorundsnymasjiën;

elektriese installasie, ook elektriese montering en bedrading;

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

skrynwerk, ook die vervaardiging van alle soorte skrynwerk, of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word, of nie;

glas in lood en ander metale, ook die vervaardiging en/of aanbring van ligopenings, reklamattekens en die insit van glas in verband daarmee;

metaalwerk, ook die aanbring van staalplafonne, metaalventers, metaaldeure, bouersmidswerk, metaaframe en metaaltrappe en boukundige metaalwerk, die vervaardiging en/of aanbring van getrokke metaal, metaalplate en uitgedrukte metaal, of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word, of nie;

klipmesselwerk, ook klipbeitelwerk en klipbouwerk (met inbegrip van die uitbeitel en oprigting van ornamentele en monumentale klipwerk), betonwerk en aanbring of bou van voorafgevormde en/of kunsklip of marmer, plaveiwerk, mosaïekwerk, voegwerk, beteëling van mure en vloere, bedien van klipbewerkingmasjinerie en skerpmaak van klipmesselaarsgereedskap, of die artikel wat gebruik word deur die persoon wat dit gemaak of berei, in die gebou of bouwerk aangebring word, of nie;

skilderwerk, ook versier, plak, ruite insit, distemper, wit-en-klurkalk, beits, vernis, houtvlam-, marmerwerk en sproei, en spuitwerk deur gebruik van glasagtige stowwe, soos emolux, ens., met masjiën of kwas;

pleisterwerk, ook modelleer, graniët- en komposisie-vloere, komposisiebekleding en poleer van mure, voorafgevormde of kunsklipwerk, beteëling van mure en vloere, plaveiwerk, mosaïekwerk, of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word, of nie;

loodgieterswerk, ook loodswis, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfater, ventilasie, verwarming, warm- en koudwateraanleg, brandinstallasie, en die vervaardiging en aanbring van alle metaalplaat- en metaalwerk, of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word, of nie;

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

steel reinforcing and fixing;

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

woodworking, which includes carpentry, woodworking, machine carving, fixing of corrugated iron, turning 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 and cork and sandpapering of same, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

4. WAGES.

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

Per hour.
s. d.

(i) Unskilled operatives	0 7½
(ii) Operatives	1 3
(iii) Artisans in the painting trade	3 3
(iv) Artisans in all other trades	3 6

(b) In addition to the above wages all artisans shall be paid a cost of living allowance based on the following rates:—

(i) 2s. 3d. per hour on the basis of 170·6 as from the publication of this Agreement, to be increased or decreased as provided in the next succeeding clause.

(ii) Thereafter on the 1st day of July each year the rate payable shall be 2s. 3d. per hour increased by 1d. for every rise in the retail price index figure of 2·5 complete points above 170·6 and reduced by 1d. for every decrease of 2·5 complete points below 170·6 in the retail price index figure for Pietermaritzburg.

For the purpose of this clause the expression "retail price index figure" or "figure" shall mean the index figure relating to food, fuel, light, rent and sundries for the area of Pietermaritzburg compared with itself in 1938, published by the Director of Census in the "Monthly Bulletin of Statistics" published immediately preceding the adjustment date.

(iii) All other employees shall receive, in addition to wages laid down above, the cost of living allowance laid down by Government Regulation from time to time.

(c) *Differential Rates.*—An employee who on any day performs two or more classes of work, for which different wages are payable, shall be paid at the higher wage payable in terms of paragraph (a) of this sub-clause for all the hours worked on such day.

(2) *Payment for Work on Certain Days.*—Double the wages laid down in this clause shall be paid by an employer for all time worked on Sundays, Good Friday, Easter Monday, Christmas Day and New Year's Day until the usual starting time on the following day. Payments to be made on the pay-day following such days.

(3) *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 individual employers and employees.

5. PIECEWORK OR TASK WORK.

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4 (1), an employer may base an employee's remuneration on the quantity or output of work done, provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clauses (2) and (3) hereunder.

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which, after consultation with any of the Trade Union parties to this agreement, whose members are involved, may agree upon the terms of any such scheme.

(3) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.

winkel-, kantoor- en bankuitrusting, ook die maak en/of, of aanbring van winkelfronte, vensterkaste, uitstallkaste, skerm en binne-uitrusting en -toebehore;

staalversterking en montering;

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

houtwerk, ook skrynwerk, houtwerk, masjienhoutsnijwerk, opsit van sinkplate, draai, klank- en akoestiek materiaal, kurk- en asbesisolering, hotlatwerk, komposisieplafon en muurbedekking, muurproppe insit, houtwerk met metaal bedek, blokkies- en ander vloere, met inbegrip van hout en kurk, en dit gelykskuur, hetsy die artikel in die gebou of bouwerk ingesit word deur die persoon wat die artikel maak of voorberei, of nie;

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

gedurige toesig, binne so 'n afstand bly van werk waarvoor toesig gehou moet word dat al die werk redelik waarneem kan word.

4. LONE.

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

Per uur.
s. d.

(i) Ongeskoolde werkmante	0 7½
(ii) werkmante	1 3
(iii) ambagsmante in die skildersbedryf	3 3
(iv) ambagsmante in alle ander bedrywe	3 6

(b) Bo en behalwe die bogenoemde lone, moet aan alle ambagsmante 'n lewenskostoelae betaal word, wat op die ondergenoemde skale gebaseer is:—

(i) 2s. 3d. per uur op die grondslag van 170·6, soos van die publikasie van hierdie Ooreenkoms af, wat verhoog of verminder moet word soos voorgeskryf in die eersvolgende klousule;

(ii) daarna is die skaal op 1 Julie elke jaar 2s. 3d. per uur, verhoog met 1d. vir elke styging van die kleinhandelprysindeks van 2·5 volle punte bo 170·6 en verminder met 1d. vir elke daling van 2·5 volle punte onder 170·6 in die kleinhandelprysindeks vir Pietermaritzburg.

Vir die doeleindes van hierdie klousule, beteken die uitdrukking „kleinhandelprysindeks" of „syfer" die indekssyfer met betrekking tot kos, brandstof, ligte, huur en diverse vir die gebied Pietermaritzburg vergelyk met homself in 1938 soos deur die Direkteur van Sensus in die Maandbulletin van Statistieke gepubliseer onmiddellik voor die aanpassingsdatum.

(iii) Alle ander werknemers moet bo en behalwe die lone hierbo voorgeskryf, die lewenskostoelae betaal word wat van tyd tot tyd by Goewermentsregulasie voorgeskryf word.

(c) *Differensiële lone.*—'n Werknemer wat op 'n dag twee of meer klasse werk verrig waarvoor verskillende lone betaal moet word, moet vir al die ure wat op daardie dag gewerk word, betaal word teen die hoër loon wat kragtens paragraaf (a) van hierdie subklousule betaalbaar is.

(2) *Betaling vir werk op bepaalde dae.*—Dubbel die lone wat in hierdie klousule voorgeskryf word, moet deur 'n werkgewer betaal word vir alle tyd wat tot die gewone begintyd op die volgende dag, op Sondag, Goede-Vrydag, Paasmaandag, Kersdag en Nuwejaarsdag gewerk word.

(3) *Gevaarlike werk.*—Vir alle werk van 'n gevaarlike aard moet ekstra loon bo die voorgeskryfde minimum betaal word, en oor die bedrag moet onderling tussen die individuele werkgewers en werknemers ooreengekom word.

5. STUKWERK OF TAAKWERK.

(1) Onderworpe aan die voorwaarde dat geen werknemer minder betaal mag word as wat hy kragtens klousule 4 (1) reg op het nie, mag 'n werkgewer 'n werknemer se besoldiging op die hoeveelheid of omvang van gedane werk baseer; met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie behalwe in die vorm van 'n aanspingsloonstelsel waarvan die bepaling vasgestel is soos in subklousules (2) en (3) hieronder uiteengesit.

(2) 'n Werknemer wat 'n aanspingsstelsel wil invoer, moet 'n gesamentlike komitee aanstel van verteenwoordigers van die bestuur en die werknemers wat, na oorlegging met die vakverenigings wat partye by hierdie Ooreenkoms is, en wie se lede daarby betrokke is, oor die voorwaardes van dié skema kan ooreenkom.

(3) Die bepaling van so 'n aanspingsstelsel en enige latere wysiging daarvan waarvoor deur die komitee ooreengekom is, moet op skrif gestel en deur die lede van die komitee onderteken word en dit mag nie deur die komitee gewysig of deur eenen van die partye beëindig word nie, tensy die party wat die Ooreenkoms wil wysig of beëindig, die ander party skriftelik dié kennis gegee het waarvoor die partye ooreengekom het toe hulle die ooreenkoms aangegaan het.

6. PAYMENT OF WAGES AND OVERTIME.

(1) Wages, earnings for overtime and all other remuneration shall be paid in cash weekly, on Fridays or on termination of employment if this takes place before the ordinary pay-day of the employee. Payments may, however, be made on days other than Fridays with the prior consent, in writing, of the Council.

(2) Wage earnings for overtime and all other remuneration shall be handed to employees not later than finishing time on Fridays, in sealed envelopes bearing the name of the employee, number of hours worked, date of payment and amount enclosed.

(3) The cost of living allowance as laid down in paragraph 4 (1) (b) above and contributions by the employers to the Holiday fund, as hereafter provided, shall not be paid on overtime worked.

7. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated more than three miles, and not more than eight miles, from the General Post Office at Pietermaritzburg and provided that the employee finds his own transport, an employer shall pay to an employee sent to work on such job, an allowance at the rate of 3d. (three pence) per half mile or part thereof of the distance beyond such three miles.

(2) The allowance shall be payable one way only daily.

(3) An employer shall be entitled to provide transport in lieu of the foregoing, or pay for transport both ways, in respect of the said distance.

(4) Any time spent in travelling shall be outside the ordinary working hours.

(5) Any employee entitled to walking time or transport allowance shall be entitled to payment therefor weekly.

8. COUNTRY JOBS.

The following transport allowance and/or allowance for sleeping accommodation shall be paid by an employer to an employee sent by him to work on a country job:—

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

in the case of employees falling under paragraphs (iii) and (iv) of clause 4 (1) (a), return second-class railway fare daily, and in the case of employees falling under paragraphs (i) and (ii) of clause 4 (1) (a), a third-class railway fare daily. Only time worked on a job shall be paid for.

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

(i) in the case of those employees falling under paragraphs (iii) and (iv) of clause 4 (1) (a), second-class return railway fare, and in the case of those employees falling under paragraphs (i) and (ii) of clause 4 (1) (a), a third-class return railway fare, or in either case transport to and from the place of work at the beginning and termination of such work. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned, as prescribed in clause 4;

(ii) suitable sleeping accommodation in proximity to the place of work shall be provided. Alternatively in the case of those employees falling under paragraphs (iii) and (iv) of clause 4 (1) (a) an allowance of 12s. 6d. per working day in lieu thereof, and in the case of those employees falling under paragraphs (i) and (ii) of clause 4 (1) (a), an allowance of 2s. 6d. per working day in lieu thereof;

(iii) an employee able to proceed to his home at the week-end, and returning by the ordinary starting time on Monday (or Tuesday if any of the statutory holidays falls on Sunday or Monday) shall be entitled, in the case of those employees falling under paragraphs (iii) and (iv) of clause 4 (1) (a) to a second-class return railway fare at week-ends, and in the case of those employees falling under paragraphs (i) and (ii) of clause 4 (1) (a) to a third-class return railway fare at week-ends but no payment in lieu of such fare shall be made if the journey is not undertaken. Wages shall not be payable in respect of any time spent in travelling during such week-ends.

9. HOURS OF WORK.

(1) (a) Subject to the provisions of sub-clause 4 of this clause and clause 10 of this Agreement, an employer shall not require or allow an artisan to work and an artisan shall not work earlier than 7.24 a.m. or later than 5 p.m. on any one day and the break for lunch shall start at 12 noon and shall continue to 1 p.m.

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause, an employer may permit operatives and unskilled operatives to commence work at 7 a.m. and finish work at 5.12 p.m. on any one day, and the break for lunch shall start at 12 noon and shall continue to 1 p.m.

2 (a) The ordinary working hours shall not exceed forty-three per week and no work shall be permitted on Saturdays.

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause the ordinary working hours of operatives and unskilled operatives may be 46 hours per week calculated as provided in sub-clause (1) (b) of this clause.

6. BETALING VAN LONE EN OORTYDVERDIENSTE.

(1) Lone, verdienste vir oortyd en alle ander besoldiging moet weekliks op Vrydag of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind, in kontant betaal word. Met voorafgaande skriftelike toestemming van die Raad, kan betalings egter op ander dae as Vrydag geskied.

(2) Lone, verdienste vir oortyd en alle ander besoldiging moet nie later as sluitingstyd, op Vrydag in verseëde koeverte, wat die naam van die werknemer, getal ure wat gewerk is, datum van betaling en die ingeslote bedrag vermeld, aan werknemers oorhandig word nie.

(3) Die lewenskostetoelae soos voorgeskryf in paragraaf 4 (1) (b) hierbo en die werkgewers se bydraes aan die Verlofonds, soos hierna bepaal, is nie betaalbaar op oortyd wat gewerk word nie.

7. STAPTYD EN VERVOER.

(1) As 'n werk meer as drie myl, maar minder as agt myl van die hoofposkantoor, Pietermaritzburg geleë is, en mits die werknemer vir eie vervoer sorg, moet 'n werkgewer 'n werknemer wat na so 'n werk toe gestuur word, 'n toelae van 3d. (drie pennies) per halfmyl of gedeelte daarvan van die afstand oor die drie myl betaal.

(2) Die toelae is slegs in een rigting daagliks betaalbaar.

(3) 'n Werkgewer is geregtig om ten opsigte van die genoemde afstand, in plaas van bogenoemde, vervoer of betaling vir vervoer in beide rigtings te verskaf.

(4) Alle tyd wat 'n werknemer nodig het om na of van die werk te stap, val buite die gewone werkure.

(5) 'n Werknemer wat reg het op 'n toelae vir staptyd of vervoer, is geregtig tot weeklikse betaling daarvan.

8. PLATTELANDSE WERK.

Die volgende vervoertoelae en/of slaapplektoelae moet deur 'n werkgewer betaal word aan 'n werknemer wat deur hom na plattelandse werk uitgestuur word:—

(a) As die werknemer elke dag huis toe kan gaan en dit ook doen—

in die geval van werknemers wat onder paragrawe (iii) en (iv) van klousule 4 (1) (a) val, 'n spoorwegretoerkaartjie daagliks, en in die geval van werknemers wat onder paragrawe (i) en (ii) van klousule 4 (1) (a) val, 'n derdeklas-retoerkaartjie daagliks. Slegs vir tyd wat op die werk gewerk word, word betaal.

(b) As die werknemer nie elke dag huis toe kan gaan nie—

(i) in die geval van werknemers wat onder paragrawe (iii) en (iv) van klousule 4 (1) (a) val, 'n tweedeklas-retoerkaartjie en in die geval van werknemers wat onder paragrawe (i) en (ii) van klousule 4 (1) (a) val, 'n derdeklas-retoerkaartjie, of in albei gevalle vervoer na en van die werkplek by die begin en einde van daardie werk; vir tyd wat gedurende die gewone werkure gereis word, moet teen die uurloon van die betrokke werknemer, soos voorgeskryf in klousule 4, betaal word;

(ii) geskikte slaapplek moet in die nabyheid van die werkplek verskaf word, of anders moet in die geval van werknemers wat onder paragrawe (iii) en (iv) van klousule 4 (1) (a) val, in plaas daarvan 'n toelae van 12s. 6d. per werkdag, en in die geval van werknemers wat onder paragrawe (i) en (ii) van klousule 4 (1) (a) val, in plaas daarvan 'n toelae van 2s. 6d. per werkdag betaal word;

(iii) 'n werknemer wat oor die naweek huis toe kan gaan en op die gewone begintyd op Maandag (of Dinsdag as die statutêre vakansiedae op 'n Sondag of Maandag val) by die werk terugkeer, is in die geval van werknemers wat onder paragrawe (iii) en (iv) van klousule 4 (1) (a) val, geregtig tot 'n tweedeklas-retoerkaartjie vir die naweke, en in die geval van werknemers wat onder paragrawe (i) en (ii) van klousule 4 (1) (a) val, geregtig tot 'n derdeklas-retoerkaartjie vir die naweke, maar geen loon in plaas van spoorwegkaartjies sal betaal word as die reis nie onderneem word nie. Ten opsigte van tyd wat gedurende naweke gereis word, is geen loon betaalbaar nie.

9. WERKURE.

(1) (a) Behalwe soos bepaal in subklousule (4) van hierdie klousule en klousule 10 van hierdie Ooreenkoms, kan 'n werkgewer nie van 'n ambagsman vereis nie en is dit vir 'n ambagsman verbode om op enige dag voor 7.24 v.m. of na 5 n.m. te werk en die onderbreking vir die middagete moet om 12-uur middag begin en om 1 n.m. eindig.

(b) Ondanks die bepalings van paragraaf (a) van hierdie subklousule, kan 'n werkgewer sy geskoolde en ongeskoolde werkmense toelaat om op enige dag om 7 v.m. te begin werk en om 5.12 n.m. die werk te staak en die onderbreking vir die middagete moet om 12-uur middag begin en om 1 n.m. eindig.

(2) (a) Die gewone werkure mag nie meer as 43 per week wees en geen werk mag op Saterdag verrig word nie.

(b) Ondanks die bepalings van paragraaf (a) van hierdie subklousule, kan die gewone werkure van geskoolde arbeiders en ongeskoolde werkmense 46 uur per week wees, bereken soos bepaal in subklousule (1) (b) van hierdie klousule.

(3) (a) An employer may engage employees to work two or three shifts during any period of 24 hours, provided however, that no employee shall work more than one shift in any period of 24 hours except under conditions prescribed in clause 10 of this Agreement.

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

(4) No employee or working 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 or Sundays, Good Friday, Christmas Day, New Year's Day or Easter Monday, 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 or working employer may perform work for himself only.

10. OVERTIME.

(1) An employer shall not require or allow an employee to work overtime except—

(a) in cases of emergency work;

(b) on essential services; and

(c) where the exigencies of the particular case demands 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 9 of this Agreement and when the consent of the Council shall first have been obtained in writing.

(2) Subject to the provisions of clause 4 of this Agreement overtime shall be paid for at one and a half times the wages prescribed in clause 4 of this Agreement for any time up to four hours worked in excess of the hours prescribed in or as may be laid down in accordance with clause 9 of this Agreement, and double such wages thereafter for every hour or part of an hour worked until the usual starting time on the following day.

(3) The ordinary working hours plus overtime shall in no case exceed 56 hours per week.

No employee shall be permitted to work more than four hours' overtime in any one working day.

TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating an engagement with an employer, and an 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 other employees not less than one hour's notice of such termination of employment to the employer or employee, as the case may be, provided that employment in any case shall not cease before ordinary finishing time.

(2) An 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.

(3) No notice of termination of employment shall be required unless the employee concerned has worked for at least three consecutive days with the same employer.

12. STORAGE AND PROVISION OF TOOLS, ETC.

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. All employees' tools in workshops and lockups on jobs shall be insured by the employer against loss by fire, and theft, and when such tools are not insured the employer shall be responsible to make good such loss up to an amount not exceeding £20 (twenty pounds) per employee. This shall not apply to jobbing work.

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

(3) Employers shall be obliged to provide, in the case of:—

(a) *Carpenters*.—All cramps, hand screws, glue-brushes, wrenches, crowbars, augers and bits, over 12 inches long, and all hammers over 3 lb.

(b) *Masons and Stone Cutters*.

(i) Tools for working granite or hard stone and claws.

(ii) Suitable sheds for stone-cutting, the roof of which must be not less than 10 ft. high. This rule shall not apply to small jobs on building sites.

(iii) A man to sharpen all tools.

(c) *Painters and Paperhangers*.—All tools except putty knives, dusters and paperhangers, brushers and scissors.

(d) *Plasterers*.—Dagga-boards and stands of suitable heights, rollers, straight-edges and special granolithic tools.

(3) (a) 'n Werkgewer kan werknemers in diens neem om gedurende enige tydperk van 24 uur, twee of drie skofte te werk, met dien verstande, egter, dat geen werknemer in enige tydperk van 24 uur meer as een skof mag werk nie, behalwe op die voorwaardes soos in klousule 10 van hierdie Ooreenkoms voorgeskryf.

(b) As drie skofte gewerk word, moet een van die skofte binne die ure wat in subklousule (1) van hierdie klousule voorgeskryf word, gewerk word. As slegs twee skofte gewerk word, mag geen werknemer vir die eerste skof voor 6 vm. begin werk of na 3 nm. die werk staak nie, en vir die tweede skof voor 3 nm. begin werk en na 12 middernag die werk staak nie; 'n werknemer wat 'n ander skof werk as dié wat in subklousule (1) voorgeskryf word, moet die lone betaal word en ontvang wat ingevolge klousule 4 van hierdie Ooreenkoms betaalbaar is, plus 10 persent van dié loon.

(4) Geen werknemer of werkende werkgewer mag werk in die bounywerheid werf, onderneem of verrig nie, hetsy teen besoldiging of nie, buite die ure wat kragtens hierdie klousule voorgeskryf word of voorgeskryf kan word, ook nie op Sondag, Goeie-Vrydag, Kersdag, Nuwejaarsdag of Paasmaandag nie, hetsy vir eie rekening of vir enigiemand anders, tensy skriftelike goedkeuring vooraf van die Raad verkry is, met dien verstande dat die werknemer of werkende werkgewer slegs werk vir homself mag verrig.

10. OORTYD.

(1) 'n Werkgewer kan nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe—

(a) in die geval van noodwerk;

(b) vir noodsaaklike dienste; en

(c) as die vereistes van die bepaalde geval dit vereis dat die werk vinniger uitgevoer moet word as wat moontlik sou wees as die ure gewerk word wat ingevolge klousule 9 van hierdie Ooreenkoms voorgeskryf is, of voorgeskryf kan word, en wanneer die skriftelike toestemming van die Raad vooraf verkry is.

(2) Onderworpe aan klousule 4 van hierdie Ooreenkoms, moet vir oortyd teen 1½ maal die lone wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word, betaal word vir alle tyd tot op vier uur wat bo die ure voorgeskryf in, of voorgeskryf kan word kragtens klousule 9 van hierdie Ooreenkoms, gewerk word, en dubbel daardie lone vir elke uur of gedeelte van 'n uur daarna tot die gewone begintyd op die volgende dag gewerk.

(3) Die gewone werkure plus oortyd mag in geen geval meer as 56 uur per week wees nie.

Geen werknemer mag toegelaat word om meer as vier uur oortyd op een werkdag te werk nie.

11. DIENSBEÏNDIGING.

(1) 'n Werknemer wat sy diens by 'n werkgewer wil beëindig en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet in die geval van timmermans en skrynwerkers minstens twee uur kennis en in die geval van ander werknemers minstens een uur kennis van beëindiging van diens, na gelang van die geval, aan die werkgewer of werknemer gee; met dien verstande, dat die diens in geen geval voor die gewone sluitingstyd moet eindig nie.

(2) 'n Werknemer wat as 'n timmerman of skrynwerker in diens is, moet gedurende die diensopseggingstyd waarna in subklousule (1) van hierdie klousule verwys word, toegelaat word om sy gereedskap in orde te bring.

(3) Geen kennisgewing van diensbeëindiging word vereis nie, tensy die betrokke werknemer minstens drie agtereenvolgende werkdade vir dieselfde werkgewer gewerk het.

12. BERGING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgewer moet op alle werke 'n geskikte plek vir toesluit van gereedskap verskaf. Die werkgewer moet al die werknemers se gereedskap in werkwinkels en toesluitplekke teen verlies deur brand verseker en as daardie gereedskap nie verseker is nie, is die werkgewer aanspreeklik vir vergoeding van sodanige verlies ten bedrae van hoogstens £20 (twintig pond) per werknemer. Dit is nie op klein loens werks van toepassing nie.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap verskaf. As geen slypsteen op 'n werk verskaf word nie, moet aan timmermans en skrynwerkers voor hul diensbeëindiging voldoende tyd en geleentheid verskaf word om hul gereedskap in orde te bring.

(3) Werkgewers is verplig om die volgende te verskaf in die geval van—

(a) *Timmermans*.—Alle klemme, handskroewe, lymkwaste, skroefslutels, koevoete, bore en boorysters oor 12 duim en alle hamers oor 3 pd.

(b) *Klipmesselaars en -kappers*.—

(i) Gereedskap vir die bewerking van graniet of harde klip, en kloue;

(ii) geskikte afdakke vir klipkappers, waarvan die dak minstens 10 vt. hoog moet wees. Hierdie bepalings is nie op klein werkies op bouterreine van toepassing nie;

(iii) iemand om alle gereedskap skerp te maak.

(c) *Skilders en plakkers*.—Alle gereedskap, behalwe stopverf-messe, stoffers en plakkerswaste en skêre.

(d) *Pleistersaars*.—Daghaborde en bokke van geskikte hoogte, rollers, reiplanke en spesiale granolietgereedskap.

(e) *Plumbers and Gas-Fitters.*

- (i) Machines used in shop or on job;
- (ii) stake and riveting bars and drills for all sizes;
- (iii) screwing tackle, such as stocks, dies, taps and ratchets;
- (iv) pipe-cutting tools and vices;
- (v) special caulking iron and firepots;
- (vi) metal pots and large ladles;
- (vii) chisels, punches and wall pins over 9 inches in length;
- (viii) soldering-irons and blow lamps;
- (ix) files and hacksaw blades;
- (x) mandrills over 2 inches in diameter;
- (xi) rivet sets from No 12 rivet and over, and grooving tools;
- (xii) sheet-metal workers' mallets and heavy dressers;
- (xiii) punches over $\frac{1}{4}$ (quarter) inch in diameter, hollow or solid;
- (xiv) wrenches and tongs over 18 inches in length;

(f) *Electricians.*—Large files, blow-lamps, draw-vices, large chisels, saw-blades and screw-cutting tools.

(g) *Bricklayers.*—Cold chisels over 6 inches, hammers over 4 lb., setting out lines and steel tapes over 50 (fifty) feet long.

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

Employers and artisans shall observe the following rules:—

- (1) *Plasterers Modelling Shops.*—An employer shall provide that the filling of moulds shall be carried out under adequate supervision of an artisan, plasterer or modeller who shall be paid in accordance with clause 4 (1) (a) sub-clause (iv).
- (2) *Concrete, including pre-stressed concrete work.*—An employer shall provide that all concrete work shall be carried out under the adequate supervision of an artisan who shall be paid in accordance with clause 4 (1) (a) sub-clause (iv).
- (3) *Stone Work.*
 - (a) Operators of stone turning and planing machines shall be paid in accordance with clause 4 (1) (a) sub-clause (iv).
 - (b) Artisans employed in fixing saw-blades and setting stones ready for sawing and in fixing and levelling stones for polishing machines, shall be paid in accordance with clause 4 (1) (a) sub-clause (iv).
 - (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 artisan shall be required to use stone worked in a district in the Union of South Africa in which wages lower than those prescribed in this Agreement are paid, unless such areas are subject to an Agreement published in terms of the Act, or a Determination published in terms of the Wage Act, 1925 or 1937, which prescribes a lower wage.
- (4) *Joinery.*—No artisan shall be required to use joinery manufactured in a district in the Union of South Africa in which wages lower than those prescribed in this Agreement are paid, unless such area is subject to an Agreement published in terms of the Act or a Determination published in terms of the Wage Act, 1925 or 1937, which prescribes a lower wage.
- (5) *Scaffolding.*—An employer shall ensure that all scaffolding is properly constructed of sound material and shall be erected under the supervision of a rigger or other artisan who shall be paid in accordance with clause 4 (1) (a) sub-clause (iv) of this Agreement.
If in any particular area in which work is being done there is a municipal or local health authority by-law governing the erection of scaffolding, then any scaffolding in that area shall be erected in accordance with such municipal or local authority by-laws.
- (6) *Plumbing.*—No artisan shall be required to use sheetmetal products used in the Building Industry, manufactured in a district in the Union of South Africa in which wages lower than those prescribed in this Agreement are paid, unless such area is subject to an Agreement published in terms of the Act, or a Determination published in terms of the Wage Act, 1925 or 1937, which prescribes a lower wage.

14. 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.

15. LATRINES.

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

(e) *Löödgieters en gasaanlëers.*

- (i) Masjiene vir gebruik in werkwinkel en op die werk;
 - (ii) bankaambeelde en klinkysters en bore van alle groottes;
 - (iii) alle skroefsnijgereedskap;
 - (iv) pypsnijgereedskap en skroewe;
 - (v) spesiale kalfaterysters en vuurpotte;
 - (vi) smeltpotte en groot gietlepel;
 - (vii) beitels, ponse en muurpenne oor 9 duim;
 - (viii) soldeerboute en -lampe;
 - (ix) vyle en ystersaaglemme;
 - (x) skroefspille van meer as 2 duim in deursnee;
 - (xi) klinknaelstelle vanaf klinknael No. 12 en oor, en dryfbeitels;
 - (xii) metaalplaatwerkers se ligte en swaar dryfhamers;
 - (xiii) ponse van meer as $\frac{1}{4}$ duim in deursnee, hol en solied;
 - (xiv) skroefslentels en tange van meer as 18 duim.
- (f) *Elektrisiëns.*—Groot vyle, blaaslampe, trekskroewe, groot beitels, saagblaie en skroefsnijgereedskap.
- (g) *Messelaars.*—Koubeitels van oor 6 duim, hamers van oor 4 pd., riglyne en staalmeetlylente van langer as 50 (vyftig) voet.

13. SPESIALE BEPALINGS BETREFFENDE BEPAALDE KLASSE WERK.

Werkgewers en ambagsmanne moet die volgende reëls nakom:—

- (1) *Pleistersaars se modelleerwinkels.*—'n Werkgewer moet sorg dat gietvorms gevul word onder behoorlike toesig van 'n ambagsman, pleisteraar of modelmaker wat ooreenkomstig klousule 4 (1) (a), subklousule (iv), betaal word.
- (2) *Beton, met inbegrip van voorafversterkte beton.*—'n Werkgewer moet sorg dat alle betonwerk uitgevoer word onder behoorlike toesig van 'n ambagsman wat ooreenkomstig klousule 4 (1) (a), subklousule (iv), betaal word.
- (3) *Klipwerk.*—
 - (a) Bedieners van klipdraai- en skaafmasjiene moet ooreenkomstig klousule 4 (1) (a), subklousule (iv), betaal word.
 - (b) Ambagsmanne wat saagblaie stel en wat klippe gereedstel om gesaag te word en wat klippe gelykstel vir die poleermasjiene, moet ooreenkomstig klousule 4 (1) (a), subklousule (iv), betaal word.
 - (c) Klipmesselaarstellasies moet minstens 6 voet van mekaar weg staan en gedurende werkure mag geen stof met die uitblaaspyp of ander lug afgeblaas word nie.
 - (d) Van geen ambagsman kan vereis word om klip wat in 'n distrik van die Unie van Suid-Afrika bewerk is waarin laer lone betaal word as dié wat in hierdie Ooreenkoms voorgeskryf word, te gebruik nie, tensy sulke gebied onderworpe is aan 'n Ooreenkoms wat kragtens die Wet of aan 'n Vastelling wat kragtens die Loonwet, 1925 of 1937, en waarin 'n laer loon voorgeskryf word, gepubliseer is.
- (4) *Skrynwerk.*—Van geen ambagsman kan vereis word om skrynwerk wat in 'n distrik van die Unie van Suid-Afrika vervaardig is, waarin laer lone betaal word as dié wat in hierdie Ooreenkoms voorgeskryf word, te gebruik nie, tensy dié gebied onderworpe is aan 'n ooreenkoms wat ingevolge die Wet of aan 'n vasstelling wat kragtens die Loonwet, 1925 of 1937, en waarin 'n laer loon voorgeskryf word, gepubliseer is.
- (5) *Steiers.*—'n Werkgewer moet sorg dat alle steiers behoorlik uit goeie materiaal gemaak word en opgerig word deur of onder toesig van 'n takelaar of ander ambagsman wat ooreenkomstig klousule 4 (1) (a), subklousule (iv), van hierdie Ooreenkoms betaal word.
Ingeval daar in 'n besondere gebied waarin gewerk word, 'n munisipale verordening of verordening van 'n plaaslike gesondheidsowerheid is wat die oprig van steiers beheer, moet alle steiers ooreenkomstig dié munisipale verordening of verordening van 'n plaaslike gesondheidsowerheid opgerig word.
- (6) *Löödgieterswerk.*—Van geen ambagsman kan vereis word om metaalplaatprodukte wat in die bounywerheid gebruik word en in 'n distrik in die Unie van Suid-Afrika vervaardig is waarin 'n laer loon betaal word as dié wat in hierdie Ooreenkoms voorgeskryf word, te gebruik nie, tensy sodanige gebied onderworpe is aan 'n ooreenkoms wat kragtens die Wet, of 'n vasstelling wat kragtens die Loonwet, 1925 of 1937, en waarin 'n laer loon voorgeskryf word, gepubliseer is.

14. SKUILPLEK TEEN NAT WEER.

Werkgewers moet op die terrein waar bouwerkzaamhede uitgevoer word, geskikte geleentheid verskaf waar werknemers gedurende nat weer kan skuil.

15. LATRINES.

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

16. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his artisans in the morning, at noon and in the afternoon. A break of ten minutes morning and afternoon shall be given by the employer to each artisan for tea, provided that no employee shall leave the position where he is working.

17. WORKING EMPLOYERS AND/OR PARTNERS.

Any working employer and/or partner or their direct representative shall observe the working hours prescribed in or in terms of clause 9 (1) (a) and 9 (1) (b) of this Agreement.

18. EXEMPTIONS.

(1) The Council may, on application being made in writing grant an exemption, in writing, to any person or persons, from any of the provisions of this Agreement in its sole discretion.

(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 Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in any area other than that for which it was granted.

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

(5) An employer or employee shall be obliged to observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if it were a term of this Agreement.

19. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 9d. per week from the earnings of each of his artisans for whom wages are prescribed in clause 4 (1) (a) (iii) and (iv) of this Agreement, provided that the provisions of this clause shall not apply in respect of any artisan who has worked for the same employer for less than three days in any one week, and to the amount so deducted the employer shall contribute an equal amount.

(2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause shall, together with a statement showing the number of artisans employed and their names and trades, be forwarded by the employer to the Secretary, P.O. Box 103, Pietermaritzburg, on or before the seventh day of each month, in respect of the previous month's dues.

20. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, if he has not already done so, pursuant to any Agreement previously administered by the Council, within fourteen days, forward to the Secretary of the Council the following particulars:—

- (i) Full name.
- (ii) Business address.
- (iii) The trade or trades which he is carrying on in the Industry.

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

(c) Where the employer is a partnership, information in accordance with paragraph (a) of this sub-clause shall be furnished in respect of each partner and if any employer is trading under a firm name, he shall exhibit the certificate of registration under the Firms Act.

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

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

21. AGENTS.

The Council shall appoint a specified person or persons to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer or employee in the Building Industry to permit such person or persons to institute such enquiries and to examine such books and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

22. EXHIBITION OF AGREEMENT.

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

23. HOLIDAYS.

(1) Every employee shall be granted 12 consecutive working days' leave each year, calculated from the close of working hours on the Friday preceding Christmas Day.

(2) Christmas Day and New Year's Day will be added to the 12 days annual leave granted.

16. VERVERSINGS.

Elke werkgewer moet voorsiening maak vir 'n persoon wat in die oggend, middag en namiddag tee vir sy ambagsmanne maak. Aan elke ambagsman moet in die oggend en namiddag 'n onderbreking van tien minute vir tee toegestaan word; met dien verstande dat geen werknemer die plek waar hy werk, mag verlaat nie.

17. WERKENDE WERKGEWERS EN/OF VENNOTE.

Alle werkende werkgewers en/of vennote, of hul regstreekse verteenwoordiger, moet die werkure nakom wat voorgeskryf word in of kragtens die bepalings van kousule 9 (1) (a) en 9 (1) (b) van hierdie Ooreenkoms.

18. VRYSTELLING.

(1) Die Raad kan uitsluitend na goeëdunke, op skriftelike aansoek aan enige persoon of persone vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

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

(3) 'n Vrystellingsertifikaat wat deur die Sekretaris van die Raad geteken is, moet aan elke vrygestelde persoon uitgereik word. 'n Vrystellingsertifikaat is slegs van krag in die gebied waarvoor dit uitgereik is.

(4) 'n Vrystellingsertifikaat kan te enige tyd gedurende die termyn waarvoor dit uitgereik is, deur die Raad gewysig of herroep word.

(5) 'n Werkgewer of werknemer is verplig om die bepalings wat in 'n vrystellingsertifikaat voorgeskryf word, op dieselfde manier na te kom, uit te voer en toe te pas asof dit 'n bepaling van hierdie Ooreenkoms is.

19. UITGAWES VAN DIE RAAD.

(1) Ten einde te voorsien in die uitgawes van die Raad, moet elke werkgewer 9d. per week aftrek van die verdienste van elk van sy ambagsmanne vir wie lone in kousule 4 (1) (a) (iii) en (iv) van hierdie Ooreenkoms voorgeskryf word, met dien verstande dat die bepalings van hierdie kousule nie op 'n ambagsman wat vir 'n tydperk van minder as drie dae in 'n week vir dieselfde werkgewer gewerk het, van toepassing is nie, en 'n by die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg.

(2) Alle bedrae wat kragtens die bepalings van subkousule (1) van hierdie kousule betaalbaar is, moet tesame met 'n staat wat, ten opsigte van die vorige maand se verskuldigde bedrae, die getal ambagsmanne in diens en hul name en bedrywe aantoon, op of voor die sewende van elke maand, deur die werkgewer aan die Sekretaris van die Raad, Posbus 103, Pietermaritzburg, gestuur word.

20. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer in die bouwyerheid op die datum waarop hierdie Ooreenkoms in werking tree, moet, as hy dit nie reeds ingevolge 'n ooreenkoms wat vroeër deur die Raad toegepas is, gedoen het nie, binne veertien dae die volgende besonderhede aan die Sekretaris van die Raad stuur:—

- (i) Volle naam.
- (ii) Besigheidsadres.
- (iii) Die bedryf of bedrywe wat hy in die nywerheid uitoefen.

(b) Die besonderhede wat kragtens paragraaf (a) van hierdie subkousule vereis word, moet ook deur alle werkgewers wat na die datum waarop hierdie Ooreenkoms in werking tree, in die Nywerheid kom, binne veertien dae na die aanvang van werksaamhede verstrek word.

(c) As die werkgewer 'n vennootskap is, moet die inligting kragtens paragraaf (a) van hierdie subkousule ten opsigte van elke vennoot verstrek word en as die werkgewer as 'n maatskappy werk, moet die sertifikaat van registrasie kragtens die Maatskappywet vertoon word.

(2) Die Sekretaris van die Raad moet 'n register byhou van alle werkgewers en vennootskappe waarna in subkousule (1) hiervan verwys word.

(3) Elke werkgewer en alle werkgewers wat as 'n vennootskap werk, moet waar bouwerksaamhede ook al deur hom of die vennootskap verrig word, op 'n opvallende plek, toeganklik vir die publiek, 'n kennisgewingsbord vertoon wat die volle naam en besigheidsadres van die werkgewer of vennootskap vermeld.

21. AGENTE.

Die Raad moet 'n bepaalde persoon of persone aanstel om te help by die toepassing van die bepalings van hierdie Ooreenkoms, en elke werkgewer of werknemer in die bouwyerheid is verplig om daardie persoon of persone toe te laat om die navraag te doen en boeke of dokumente te inspekteer wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

22. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n afskrif van hierdie Ooreenkoms in albei amptelike tale in elke werkwinkel of op elke werf waar hy besigheid verrig, vertoon hou op 'n opvallende plek wat vir al sy werknemers maklik toeganklik is en in die vorm wat in die regulasies kragtens die Wet voorgeskryf word.

23. VERLOF.

(1) Aan elke werknemer moet elke jaar 12 agtereenvolgende dae verlof toegestaan word, gereken van die tyd waarop die werk op die Vrydag voor Kersdag gestaak word.

(2) Kersdag en Nuwejaarsdag moet gevoeg word by die 12 dae jaarlikse verlof wat toegestaan word.

(3) In addition to the annual leave and public holidays referred to in sub-sections (1) and (2), employees shall be granted two further public holidays as leave, namely Good Friday and Easter Monday, and in respect of these two days immediate payment may be made at the employee's request. Any payment so made will be on account of such employee's holiday fund and will be deducted from that fund.

(4) Leave and public holidays due to an employee shall be paid for in accordance with the following provisions, viz.—

(a) Each employer shall pay to the Council on behalf of each artisan employed by him for whom wages are prescribed in paragraphs (iii) and (iv) of clause 4 (1) (a) an amount of 4d. per hour or portion of an hour worked by such artisan during each week, the amount for each week to be forwarded to the Secretary of the Council not later than twelve noon of the first Tuesday after the pay day of such week, together with a statement signed by the employer setting out clearly the surname and initials of each artisan and the amount contributed in respect of each artisan.

(b) *Operatives and Unskilled Operatives.*

(i) In addition to the remuneration in terms of clause 4 (1) (a) (i) and (ii), an employer shall pay to each skilled and unskilled operative in his employ, a sum equal to one day's pay in respect of the following days viz., Good Friday, Easter Monday, Christmas Day and New Years Day, as if he had worked on such days. Such payment shall be made on the pay-day following the holidays referred to in this clause.

(ii) Over and above the ordinary wages an employer shall also, on the day prior to the commencement of the holiday period referred to in clause 23, pay to each operative and unskilled operative in his employ an amount equal to one day's pay in respect of each completed 4 (four) weeks of employment since the 1st January preceding, plus two days' pay for and in respect of Christmas Day and New Year's Day.

(iii) An operative or unskilled operative whose contract of employment terminates prior to the commencement of the holiday period referred to in clause 23, shall, upon such termination be paid an amount equal to one day's pay in respect of each completed four weeks of employment by that employer, since the 1st January preceding.

(iv) For the purpose of sub-clause (iii) "one day's pay" shall mean the payment due in respect of a working day of 9 hours 12 minutes.

(c) *Apprentices.*—Each employer shall pay to each apprentice in his employ on the last day prior to the commencement of the holiday period referred to in clause 23 hereof, a sum equal to his ordinary pay for fourteen ordinary working days.

(5) The amounts paid to the Council in terms of sub-section (4) (a) shall be retained by the Council on behalf of the artisans and shall be paid into a fund known as the Building Industry Holiday fund.

(6) (a) During the holiday period referred to in clause 23 (2) no employer shall require or permit any employee to and no employee or working employer shall perform any work in the Industry other than work on essential services and/or such other work as may be permitted by the Council in its discretion.

(b) Where any employee is employed during the whole or any portion of the period referred to in paragraph (a) he shall be granted as early as possible thereafter as from the date to be fixed by the Council a period of leave equal to the period which he has worked.

(7) The Council shall maintain a supply of holiday fund pass books and shall furnish employers at a cost to the artisan of one shilling per book, with copies thereof as may be requisitioned and paid for from time to time. Each book shall provide for recording the surname and initials of each artisan and the amount contributed to the holiday fund in respect of such artisan week by week, as well as the total amount of such contributions at any time and such further details as may be deemed advisable by the Council. Each employer shall complete one of the said books in respect of each artisan referred to in sub-section (4) (a) and shall on each pay-day enter the amount contributed in respect of the employee and initial the entry. The book shall be kept by the artisan concerned and shall be produced by the artisan on each pay-day at the time of paying of wages for the necessary entries to be made by the employer. Each pass book shall contain a statement of the provisions of sub-clause (10) in a conspicuous place.

(8) The Council shall keep a separate ledger account for each employee showing in respect of each week the contributions made to the fund in respect of the employee as well as the name of the employer from whom the contributions were received.

(9) Artisans shall produce their pass books to the Secretary of the Council each year on such date or dates as may be fixed by the Council, and each employee so producing his pass book, on satisfying the Secretary as to his identity, shall be paid in December from the holiday fund an amount equal to the contributions made to the fund in respect of his employment. The Secretary of the Council shall cause an entry to be made in each book showing the amount paid to the employee concerned and the employee shall initial the entry.

(3) Bo en behalwe die jaarlikse verlof en publieke vakansiedae waarna in subartikels (1) en (2) verwys word, moet aan werknemers nog twee publieke vakansiedae as verlof toegestaan word, nl. Goëie-Vrydag en Paasmaandag, en ten opsigte van hierdie twee dae kan betaling onmiddellik op versoek van die werknemer gedoen word. Betaling aldus gedoen, is ten koste van die werknemer se verloffonds en word van daardie fonds afgetrek.

(4) Vir verlof en publieke vakansiedae wat aan 'n werknemer verskuldig is, moet ooreenkomstig die volgende bepalings betaal word, t.w.:—

(a) Elke werkgever moet namens elke ambagsman in sy diens vir wie lone in paragrawe (iii) en (iv) van klousule 4 (1) (a) voorgeskryf word, 'n bedrag van 4d. per uur of gedeelte van 'n uur wat deur daardie ambagsman gedurende elke week gewerk is, af trek en die bedrag vir elke week moet nie later as 12-uur middag op die eerste Dinsdag na die betaaldag van die week aan die Sekretaris van die Raad gestuur word nie, tesame met 'n staat wat deur die werkgever geteken is en wat duidelik die van en voorletters van elke ambagsman en die bedrag wat ten opsigte van elke ambagsman bygedra word, vermeld.

(b) *Geskoolde en ongeskoolde werkmense.*

(i) Bo en behalwe die besoldiging verskuldig kragtens klousule 4 (1) (a) (i) en (ii) moet 'n werkgever aan elke geskoolde en ongeskoolde werkmense in sy diens 'n som gelyk aan een dag se loon betaal ten opsigte van Goëie-Vrydag, Paasmaandag, Kersdag en Nuwejaarsdag, asof hy op dié dae gewerk het. Betaling moet gedoen word op die dag wat volg op die vakansiedae waarna in hierdie klousule verwys word.

(ii) Bo en behalwe die gewone loon, moet 'n werkgever op die dag voordat die verlof waarna in klousule 23 verwys word, begin, aan elke geskoolde en ongeskoolde werkmense in sy diens, ten opsigte van elke volle maand diens sedert die voorgaande 1ste Januarie 'n bedrag gelyk aan een dag se loon, plus twee dae se loon vir en ten opsigte van Kersdag en Nuwejaarsdag, betaal.

(iii) Aan 'n geskoolde of ongeskoolde werkmense wie se dienskontrak by 'n werkgever eindig voor die aanvang van die verlof waarna in klousule 23 verwys word, moet by daardie beëindiging, ten opsigte van elke volle maand diens by daardie werkgever die voorgaande 1ste Januarie, 'n bedrag gelyk aan een dag se loon betaal word.

(iv) Vir die doeleindes van subklousule (iii), beteken „een dag se loon”, die betaling wat ten opsigte van 'n werkdag van 9 uur 12 minute verskuldig is.

(c) *Vakleerlinge.*—Elke werkgever moet op die laaste betaaldag voor die aanvang van die verlof waarna in klousule 23 verwys word, aan elke vakleerling in sy diens 'n som betaal wat gelyk is aan sy gewone loon vir veertien gewone werkdade.

(5) Die bedrae wat kragtens subartikel (4) (a) aan die Raad betaal word, moet deur die Raad ten behoeve van die ambagsmanne bewaar en inbetaal word in 'n fonds wat bekendstaan as die Bounwyerheid se Verloffonds.

(6) (a) Gedurende die verlof waarna in klousule 23 (2) verwys word, kan geen werkgever van 'n werknemer vereis of hom toelaat nie, en dit is vir elke werknemer of werkende werkgever verbode, om enige werk in die nywerheid te verrig nie, behalwe werk vir noodsaaklike dienste en/of werk waarvoor die Raad na sy goedgekeurde toestemming verleen.

(b) As 'n werknemer gedurende die hele of 'n gedeelte van die tydperk waarna in paragraaf (a) verwys word, in diens is, moet hom so spoedig moontlik daarna vanaf 'n datum, wat deur die Raad vasgestel word, 'n tydperk van verlof toegestaan word wat gelyk is aan die tydperk wat hy gewerk het.

(7) Die Raad moet 'n voorraad verloffondspasboekies aanhou en moet daardie eksemplare wat van tyd tot tyd bestel en voor betaal word, aan werkgever lewer teen 'n sjieling per boekie vir die ambagsman. In elke boekie moet ruimte gelaat word vir aantekening van elke ambagsman se van en voorletters, en die bedrag wat ten opsigte van daardie ambagsman van week tot week bygedra word, sowel as die totale bedrag van die bydraes te enige tyd en alle verdere besonderhede wat deur die Raad wenslik geag word. Elke werkgever moet ten opsigte van elkeen van sy ambagsmanne, na wie in subartikel (4) (a) verwys word, een van dié boekies invul en op elke betaaldag die bedrag wat ten opsigte van die werknemer bygedra word, invul en die inskrywing parafeer. Die betrokke ambagsman moet die boekie bewaar en dit op elke betaaldag op die tyd wat die lone uitbetaal word, voorlê vir die nodige inskrywing wat deur die werkgever gemaak moet word. Elke pasboekie moet op 'n duidelike plek 'n afskrif van die bepalings van subklousule (10) bevat.

(8) Die Raad moet vir elke werknemer 'n afsonderlike groot-boekrekening open, wat ten opsigte van elke week die bydraes aan die fonds ten opsigte van die werknemer, sowel as die naam van die werkgever van wie die bydraes ontvang is, aantoon.

(9) Ambagsmanne moet hul pasboekies elke jaar by die Sekretaris van die Raad indien op die datum of datums wat deur die Raad vasgestel word, en elke werknemer wat sy pasboekie aldus indien en die Sekretaris oortuig van sy identiteit, moet in Desember uit die verloffonds 'n bedrag betaal word wat gelyk is aan die bydraes wat, ten opsigte van sy diens, aan die fonds betaal is. Die Sekretaris van die Raad moet in elke boekie aantekening maak van die bedrag wat aan die betrokke werknemer betaal is, en die werknemer moet daardie aantekening parafeer.

(10) The pass books issued to artisans are not transferable and an artisan shall not cede or pledge his rights as reflected in the book nor draw any portion of the amount standing to his credit except on the date fixed by the Council as laid down in sub-clause 10.

(11) In the case of the death of an artisan prior to the date on which payment from the holiday fund was due to him and upon proof of his demise being furnished to the Secretary, the amount to which he was entitled, shall be paid into his estate.

(12) Any amount held by the Council to the credit of the Building Industry Holiday Fund may be invested by the Council on call in the Post Office Savings Bank or on fixed deposit with or in the savings bank account of a bank or building society and the interest accruing from such investment shall be the property of the Council in consideration of the administration of the fund. No employer or employee shall have any claim in respect of such interest, neither shall they be responsible for any losses sustained in the administration of the fund.

24. EMPLOYMENT OF MINORS.

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

25. MEMBERSHIP OF THE PARTIES.

(1) Members of the trade unions agree to accept employment with members of the employers' organisation only, and members of the employers' organisation agree to employ in occupations for which wages are prescribed in clause 4 (1) (a) (iii) and (iv), members of the trade unions only; provided that this clause shall not apply where an employer or employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause, and has notified the Council within fourteen days of such refusal.

(2) The provisions of sub-clause (1) shall not apply in respect of an immigrant during the first year after date of 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 such trade union, the provisions of this clause shall immediately come into operation in respect of such immigrant.

26. APPLICATION.

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

27. ADMINISTRATION OF AGREEMENT.

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

Signed at Pietermaritzburg, on behalf of the parties, on this 13th day of May, 1952.

F. H. Lowe,
Chairman of the Council.
H. S. Perks,
Vice-Chairman of the Council.
A. D. Hickman,
Secretary of the Council.

★ No. 2472.] [24 October 1952.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

BUILDING INDUSTRY, PIETERMARITZBURG.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Building Industry, Pietermaritzburg, published under Government Notice No. 2471 of 24th October, 1952, 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.

(10) Die pasboekies wat aan ambagsmanne uitgereik word, is nie oordraagbaar nie en 'n ambagsman mag nie sy regte soos in die boekie weerspieël, seeder of verpand nie, nog enige gedeelte van die bedrag waarmee hy gekrediteer staan, trek, behalwe op die datum wat deur die Raad vasgestel word kragtens subklousule (9).

(11) In die geval van 'n ambagsman se dood voor die datum waarop betaling uit die verloffonds aan hom verskuldig is, moet die bedrag waarop hy reg het, by oorhandiging van sy pasboekie aan die Raad, en na die Sekretaris se oortuiging is van sy identiteit, aan sy boedel uitbetaal word.

(12) Alle bedrae wat die Raad tot krediet van die Bounywerheid se Verloffonds bewaar, kan deur die Raad teen onmiddellike opvraging in die Opspaarbank of op vaste deposito of op spaarrekening by 'n bank of bougenootskap belê word en die rente wat uit daardie belegging gekweek word, is die Raad se eiendom as vergoeding vir die beheer van die fonds. Geen werkgewer of werknemer het enige aanspraak op hierdie rente nie, nog is hulle vir enige verlies wat met die beheer van die fonds gelyk word, aanspreeklik.

24. INDIENSNEMING VAN MINDERJARIGES.

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

25. LIDMAATSKAP VAN DIE PARTYE.

(1) Lede van die Vakverenigings willic in om werk slegs by lede van die werkgewersorganisasie aan te neem, en lede van die werkgewersorganisasie willic in om slegs lede van die vakverenigings in diens te neem vir wie lone in klousule 4 (1) (a) (iii) en (iv) voorgeskryf word; met dien verstande dat hierdie klousule nie van toepassing is in gevalle waarin 'n werkgewer of werknemer, na die mening van die Raad, lidmaatskap tot 'n party by hierdie Ooreenkoms sonder redelike oorsaak geweier is en die Raad binne 14 dae van die weiering daarvan in kennis gestel het nie.

(2) Die bepalings van subklousule (1) is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande as 'n immigrant te enige tyd na die eerste drie maande waarop 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 in werking tree.

26. TOEPASSING.

Geen werkgewer of werknemer kan die bepalings van hierdie Ooreenkoms verontagsaam, hetsy genoemde bepaling 'n voordeel of verpligting vir die betrokke werkgewer of werknemer uitmaak of nie. Elke bepaling stel, na gelang van die geval, 'n reg of verpligting daar, afgesien van die bestaan van ander bepalings. Ingeval enige bepaling van hierdie Ooreenkoms buite werking of *ultra vires* die bevoegdhede van die partye of die Minister is, hetsy voor of na publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van artikel agt-en-veertig van die Wet, sal dit die orige deel van die Ooreenkoms, wat dan die Ooreenkoms sal uitmaak, in geen enkele opsig raak nie.

27. 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 bepalings daarvan in stryd is nie.

Namens die partye hede, die 13de dag van Mei 1952, in Pietermaritzburg onderteken.

F. H. LOWE,
Voorsitter van die Raad.
H. S. PERKS,
Ondervoorsitter van die Raad.
A. D. HICKMAN,
Sekretaris van die Raad.

★ No. 2472.] [24 Oktober 1952.
WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

BOUNYWERHEID, PIETERMARITZBURG.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens 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, Pietermaritzburg, bekendgemaak by Goewermentskennisgewing No. 2471 van 24 Oktober 1952, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.