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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. 2585.] [7 November 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, ALBANY.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Building Industry, Albany, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 21st February, 1953, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and the employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, that the provisions contained in clauses 3 to 23 (inclusive), 25 and 27 to 29 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 21st February, 1953, upon the other employers and employees engaged or employed in the said industry in the Magisterial District of Albany; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, that in the Magisterial District of Albany and from the second Monday after the date of publication of this notice and for the period ending the 21st February, 1953, the provisions contained in clauses 3 to 23 (inclusive), 25 and 27 to 29 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2585.] [7 November 1952.
NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, ALBANY.

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 hiervan verskyn en op die Bounywerheid, Albany, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op 21 Februarie 1953, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede van die organisasie of die vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 23, 25, en 27 tot en met 29 van die genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op 21 Februarie 1953, bindend is vir ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Magistraatsdistrik Albany; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 23, 25 en 27 tot en met 29 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op 21 Februarie 1953, in die Magistraatsdistrik Albany *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing 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,
GRAHAMSTOWN.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between the Grahamstown Master Builders' and Allied Trades' Association (hereinafter referred to as "the employers" or "the employers' organization"), of the one part, and the Amalgamated Union of Building Trade Workers of South Africa (hereinafter referred to as "the employees" or "the trade union") of the other part, being the parties to the Industrial Council for the Building Industry, Grahamstown.

I. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Albany by all employers and employees in the Building Industry who are members of the Grahamstown Master Builders' and Allied Trades' Association and the Amalgamated Union of Building Trade Workers of South Africa (Grahamstown Branch), provided that—

- (a) the terms shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder, and to Learners in terms of Proclamation No. 8 of 1946, only to the extent of the Holiday Fund provisions contained in section 28 of this Agreement, for which purpose payments laid down in Government Notice No. 671 of the 28th March, 1947, or any amendment thereof, shall be deemed to be contributions payable in terms of this Agreement;
- (b) clauses 7, 8, 11, 12, 16 and 26 shall not apply to employees for whom wages are specified in clause 4 (1) (a) (i) or (ii);
- (c) the terms shall not apply to persons engaged in the erection, maintenance, repair or alteration on farms of—
 - (i) dwelling-houses at a cost of less than £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 force on such date as may be determined by the Minister of Labour and shall remain in force until the 21st February, 1953, or such date as may be determined by the Minister in terms of section forty-eight of the Act.

3. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1937;
 "apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944;
 "Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof:—

Asphalting, which includes asphalting floors and roofing, laying malthoid or rubber flooring and waterproofing basements or foundations;

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

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

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;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
GRAHAMSTAD.

OOREENKOMS

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

„Grahamstown Master Builders' and Allied Trades' Association" (hierna genoem „die werkgewers" of „die werkgewersorganisasie"), aan die een kant en die

„Amalgamated Union of Building Trade Workers of South Africa"

(hierna genoem „die werknemers" of „die vakvereniging"), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Grahamstad.

1. BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik van Albany nagekom word deur alle werkgewers en werknemers in die bounywerheid wat lede is van die „Grahamstown Master Builders' and Allied Trades' Association" en die „Amalgamated Union of Building Trade Workers of South Africa"; met dien verstande dat—

- (a) die bepalings op vakleerlinge van toepassing is net vir sover hulle nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, nie, of met 'n kontrak kragtens dié Wet aangegaan, of met voorwaardes ingevolge dié Wet vasgestel, en op leerlinge ingevolge Proklamasie No. 8 van 1946 slegs ten opsigte van die bepalings van die Vakansiefonds vervat in artikel 28 van hierdie Ooreenkoms, vir watter doel betalings wat by Goewermentskennisgewing No. 671 van 28 Maart 1947, of wysiging daarvan, vasgestel is, as bydraes beskou word wat ingevolge hierdie Ooreenkoms betaalbaar is;
- (b) klousules 7, 8, 11, 12, 16 en 26 hiervan is nie van toepassing op werknemers vir wie lone in klousule 4 (1) (a) (i) of (ii) voorgeskryf word nie;
- (c) die bepalings is nie van toepassing op persone wat werkzaam is in verband met die oprigting, onderhoud, herstel of verandering op plase van—
 - (i) woonhuise teen 'n koste van minder as £1,000 nie;
 - (ii) alle ander geboue, ongeag die koste daarvan, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid vasstel en bly van krag tot 21 Februarie 1953 of 'n datum wat die Minister kragtens artikel agt-en-veertig van die Wet vasstel.

3. WOORDBEPALING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in die genoemde Wet en alle verwysings na 'n wet sluit alle wysigings van dié wet in; voorts, tensy strydig met die samhang, beteken—

- „Wet", die Nywerheid-versoeningswet, 1937;
 „vakleerling", 'n werknemer wat in diens is kragtens 'n skriftelike leerlingkontrak geregistreer ingevolge die bepalings van die Wet op Vakleerlinge, 1944;
 „Bounywerheid" of „nywerheid", sonder om in 'n enkel opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers verbonde is vir die doel van oprigting, voltooiing, hernuwing, herstel, onderhoud of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal berei, of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders en sluit in alle werk wat uitgevoer of verrig word deur persone daarin wat in die volgende vakke of onderafdelings daarvan werkzaam is:—

Asfaltwerk, wat asfaltwerk aan vloere en dakke insluit, die lê van malthoid of rubbervloerbedekking en die waterdigmaak van kelderverdiepings of fondamente;

messelwerk, met inbegrip van betonwerk en die aanbring van betonblokke, beteeëling van mure en vloere, voegwerk, plaveiwerk, mosafekwerk, sigwerk met leiklip, met marmer en komposisie, rioolaanleg maar nie voë kalfater nie, dakke met lei en dakpanne afdek;

elektriese aanleg, met inbegrip van elektriese toebehore en bedrading en bybehorende werksaamhede;

verniss, met inbegrip van vernis met 'n kwas of kussinkie en met 'n mengsel spuit;

skrynwark, met inbegrip van die vervaardiging van alle skrynwarkartikels, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

hyseraanleg, met inbegrip van die vervaardiging van hyserbakke of -kooie en die installering en/of onderhoud van hysers;

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

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

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

painting, which includes decorating, paperhanging, glazing, distempering, colour washing, staining, varnishing, graining, marbling, spraying, signwriting and wall decorating;

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;

plumbing, which includes lead burning, sanitary and domestic engineering, drainlaying, lead 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 fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

steel reinforcing, in situ;

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;

woodwork, which includes carpentry, woodworking, machining, turning, carving fixing of corrugated iron, 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;

"Council" means the Industrial Council for the Building Industry, Grahamstown, as registered in terms of section nineteen of the Act;

"country job" means a job within the Magisterial District of Albany, but not within a radius of five miles from the Church Square, Grahamstown;

"essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or the maintenance of lighting, power, water supply or sanitation;

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

"improver" means any employee who has completed a full term of apprenticeship under indenture, but who is not considered by the Council as competent to earn the wage laid down in sub-clause (1) (a) (iii) of clause 4 of this Agreement in respect of work on which he is engaged;

"journeyman" means an employee other than an apprentice or a minor or an improver employed in any one or more of the trades or subdivisions thereof enumerated in the definition of "Building Industry";

"minor" means an employee in a trade designated under the Apprenticeship Act, 1944, during the probationary period prescribed in that Act;

"piecework" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done.

"semi-skilled labourer" means an employee engaged in any one or more of the following occupations:—

Driving mechanical vehicles, operating hoists, supervising solely unskilled labourers, operating concrete mixers or mortar mills or other similar machines, operating floor sandpapering machines or stone-polishing machinery, and who may in addition perform the work of an unskilled labourer;

werk met glas in lood of ander metale, met inbegrip van die vervaardiging en/of aanbring van ligte, reklametekens en insit van glas in verband daarmee;

klipmesselwerk, met inbegrip van klipbeitelwerk en klippouwerk, ook die uitbeitel en bou van ornamentele en monument-klipwerk; betonwerk en aanbring of bou van voorafgevormde kuns klip- of marmerplaveiwerk, mosaïekwerk, voegwerk, betoeling van mure en vloere, bediening van klippewerkingsmasjinerie, behalwe klippoleermasjinerie, en die skerpmaak van klippmesselaarsgereedschap, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

metaalwerk, met inbegrip van die aanbring van staal-plafonne, metaalvensters, metaaldeure, bouersmidwerk, metaalrame en metaaltrappe en boukundige metaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en -plate en uitgedrukte metaalwerk, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

skilderwerk, met inbegrip van versiering, muurpapier plak, ruite insit, distemper, beits, vernis, houtvlam, marmer en spuit en letterskilderwerk en muurversiering;

pleisterwerk, met inbegrip van modelleer van granoliet- en komposisievloere, komposisiemuurbekleding, met inbegrip van klippiesspleister en poleer, voorafgevormde of kunsklipwerk aanbring, mure en vloere beteel, plavei- en mosaïekwerk, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

loodgieterswerk, met inbegrip van loodbrand, gasaanslag, saniteits- en huiswerktuigkundige werk, rioolaanleg, metaal kalfater, ventilering, verwarming, warm- en kou-wateraanleg, brandblusaanleg en die vervaardiging en aanslag van alle metaalplaatwerk, hetsy die persoon wat die gebruikte artikel vervaardig of berei dit in die gebou of bouwerk aanbring of nie;

winkel-, kantoor- of bankuitrusting, met inbegrip van die vervaardiging en/of aanleg van winkelfronte, vensterkaste, uitstalkaste, toonbanke, skerms en binne-uitrusting;

staalbewapening ter plaatse;

staalkonstruksie, met inbegrip van aanleg van alle soorte staal- of ander metaalpilare, -hoofbalke, staaldwarsbalke of metaal in welke vorm ook al wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, met inbegrip van timmerwerk, houtbewerking, masjienwerk, draaiwerk, houtsnijwerk, aanbring van sinkplate, geluid- en akoestiek materiaal, kurk- en asbesisolasië, plafonlatjies aansit, aanbring van komposisieplafonne en -muurbekleding, houtproppe in mure aanbring, houtwerk met metaal beklee, blokkies- en ander vloere met inbegrip van hout en kurk en die skuur daarvan, hetsy die persoon wat die gebruikte artikel vervaardig of voorberei dit in die gebou of bouwerk aanbring of nie;

"Raad", die Nywerheidsraad vir die Bounywerheid Grahamstad, geregistreer kragtens artikel negentien van die Wet;

"plattelandse werk", 'n werk binne die magistraatsdistrik van Albany, maar nie binne 'n straal van vyf myl van Kerkplein, Grahamstad, af nie;

"noodsaaklike dienste", werk wat noodsaaklik verrig moet word vir die versekering van die gesondheid en veiligheid van die publiek of die onderhoud van beligting, krag, watertoevoer en sanitasie;

"noodwerk", werk wat nie redelikerwyse gedurende die ure voorgeskryf in of soos voorgeskryf mag word ingevolge klousule 9 van hierdie Ooreenkoms, verrig kan word nie;

"ambaggesel", 'n werknemer wat die volle leertyd ingevolge 'n vakleerlingskontrak uitgedien het, maar wat deur die Raad nie bekwaam genoeg beskou word om die loon wat in subklousule (1) (a) (iii) van klousule 4 van hierdie Ooreenkoms voorgeskryf word vir die werk wat hy verrig nie;

"vakman", 'n ander werknemer as 'n vakleerling of minderjarige of halfgeskoolde arbeider of ongeskoolde arbeider, wat in een of meer van die vakke of onderafdelings daarvan soos genoem in die woordbepaling van "bounywerheid" in diens is;

"minderjarige", 'n werknemer wat in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is, in diens is gedurende die proeftydperk soos kragtens dié Wet voorgeskryf;

"stukwerk", 'n werkstelsel waarvolgens 'n werknemer se verdienste heeltemaal of gedeeltelik gebaseer word op die hoeveelheid of omvang van werk wat hy verrig;

"halfgeskoolde arbeider", 'n werknemer wat een of meer van die volgende verrig: Bestuur van meganiese voertuig, bediening van hystoestelle, bediening van vloerskuur- of klippoleermasjiene, vloermasjiene, alleen oor ongeskoolde arbeiders toesig hou, steiers oprig, bediening van betonmengers of mortelmeule of ander dergelike masjiene, en wat buitendien die werk van 'n ongeskoolde arbeider kan verrig;

"structure" includes walls, retaining walls and monuments other than tombstones and burial monuments;
 "suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor and the necessary washing and lavatory accommodation
 "unskilled labourer" means an employee engaged in one or more of the following duties or operations:—

- (a) Digging holes or digging or taking out stone or soil for foundations, trenches, drains or channels;
- (b) removing excavated stone or soil;
- (c) shovelling building materials into or removing them from mortar or concrete mixing machines or mixing mortar or concrete with shovels;
- (d) loading or unloading goods;
- (e) carrying mortar, bricks, stone, concrete or other building materials;
- (f) cleaning used bricks;
- (g) lime-washing or the use of tar or any similar products on buildings or latrines occupied or used by natives, or on rough timber such as joists on the underside of floors; provided, however, that lime-washing in connection with buildings or latrines during their erection or within sixty days of their completion shall be excluded from this definition;
- (h) chasing or cutting walls or concrete floors for conduits (setting out is the work of a journeyman), drilling concrete or assisting a qualified wireman in drawing wires;
- (i) binding, or tying with wire, steel reinforcing materials or cutting, bending or assembling such materials under supervision;
- (j) scaffold erecting under supervision;
- (k) caulking of drain pipes;
- (l) threading piping under the supervision of a journeyman;
- (m) assisting journeymen where necessary, but not performing skilled work;

"wage" means that portion of the remuneration prescribed in clause 4 (1) (a) in respect of the ordinary hours of work prescribed in clause 9.

4. WAGES.

(1) (a) Subject to the remaining provisions of this clause and of clauses 6 (3), 19 and 28, an employer shall pay wages at rates not lower than, and an employee shall not accept wages at rates lower than the following:—

	Per Hour.
(i) Unskilled labourers	0s. 7d.
(ii) Semi-skilled labourers	1s. 6d.
(iii) Journeymen	3s. 6d.

(b) *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 wages payable in terms of paragraph (a) of this sub-clause for all the hours worked on such day.

(c) *Cost of Living Allowance.*—In addition to the wage prescribed in sub-clause (1), an employee shall in respect of the ordinary hours of work prescribed in clause 9 be entitled to and be paid a cost of living allowance of not less than—

- (i) in the case of unskilled labourers, three pennies per hour;
- (ii) in the case of semi-skilled labourers, six pennies per hour;
- (iii) in the case of journeymen, two shillings and four pence per hour with an increase or decrease of one halfpenny for every completed one point by which the retail price index number rises or falls above or below 179.

The allowance shall become payable as from the first pay day in the week following the publication, as aforesaid, of changes in the retail price index number; provided that if the amount of the cost of living allowance payable to an employee in terms of this paragraph is less than the amount payable to such an employee in terms of War Measure No. 43 of 1942, or any amendment thereof, he shall be entitled to and be paid the latter in lieu of the former amount; provided further that such employee shall not be entitled to and be paid a cost of living allowance over and above that payable in terms of the said War Measure when the aforesaid retail price index number drops to a figure lower than 100.

For the purpose of this clause "retail price index number" shall mean the weighted average in the nine principal areas for all items as published by the Director of Census and Statistics from time to time.

(2) An improver may, with the written consent of the Council, be allowed to work after conclusion of his period of apprenticeship for six months at a wage of not less than 70 per cent of the wages laid down in sub-clause (1) (a) (iii) of this clause for an employee of his trade, and thereafter for a further period of six months at a wage of not less than 80 per cent of such wage.

(3) *Payment for Overtime.*—(a) All time worked in excess of the ordinary number of daily or weekly hours prescribed in clause 9 shall be overtime.

(b) An employer shall pay to an employee employed by him remuneration at a rate not less than one and one-half times his ordinary rate of remuneration in respect of all overtime worked by such employee.

„bouwerk”, dat dit insluit mure, steunmure en monumente, behalwe grafstene of grafserke;

„geskikte slaapplek”, ’n waterdigte beskutting wat veilig gesluit kan word en ’n houtvloer en die nodige was- en gemakgeriewe het;

„ongeskoolde arbeider”, ’n persoon wat uitsluitlik een of meer van die volgende werksaamhede verrig:—

- (a) Grond of klip uitgraaf of uithaal vir fondamente, sloe, riole of kanale;
- (b) uitgegraafde klippe of grond verwyder;
- (c) materiaal voer aan of verwyder vir mortel- of betonmengmasjiene, en met die hand of grawe beton- of mortel meng;
- (d) laai of aflaai van materiaal;
- (e) mortel, bakstene, klippe, beton of ander materiaal dra;
- (f) gebruikte bakstene skoonmaak;
- (g) afwit of teer van geboue en latrines wat deur natuurlike gebruik word of dergelike produkte aansmeer, of aan ru-houtwerk soos dwarsbalkke onderaan vloere, met dien verstande egter dat die afwit van geboue of latrines gedurende die oprigting daarvan of binne 60 dae na voltooiing van hierdie woordbepaling uitsluit word;
- (h) groewe in mure of betonvloere maak of uitsny vir geleiers (uitsit is die werk van ’n vakman), beton boor of ’n opgeleide draadwerker help om draad te trek;
- (i) staalversterkingsmateriaal bind of met draad vas maak, of sulke materiale onder toesig sny, buig of inmeekaarsit;
- (j) steiers onder toesig oprig;
- (k) rioolpype kalfater;
- (l) draadsny van pype onder toesig van ’n vakman;
- (m) vakmanne help waar dit nodig is, maar nie geskoolde werk doen nie;

„loon”, dié gedeelte van die besoldiging wat by klousule 4 (1) (a) ten opsigte van die gewone werkure wat by klousule 9 voorgeskryf word.

4. LONE.

(1) (a) Onderworpe aan die verdere bepalings van hierdie klousule en van klousule 6 (3), 19 en 28, moet ’n werkgewer lone teen minstens die onderstaande tarief betaal, en ’n werknemer mag geen laer loon aanneem nie:—

	Per uur.
(i) Ongeskoolde arbeiders	0s. 7d.
(ii) Halfgeskoolde arbeiders	1s. 6d.
(iii) Vakmanne	3s. 6d.

(b) *Verskillende lone.*—’n Werknemer wat op dieselfde dag twee of meer soorte werk verrig waarvoor verskillende lone betaalbaar is, moet ingevolge paragraaf (a) van hierdie subklousules teen die hoër loon betaal word vir al die ure wat op dié dag gewerk is.

(c) *Lewenskostoelae.*—Benewens die loon wat in subklousule (1) voorgeskryf word, is ’n werknemer ten opsigte van die gewone werkure wat in klousule 9 voorgeskryf word, geregtig tot ’n lewenskostoelae van minstens—

- (i) trippens per uur in die geval van ongeskoolde arbeiders;
- (ii) sikspens per uur in die geval van halfgeskoolde arbeiders;
- (iii) twee sjielings en vier pennies in die geval van vakmanne; met ’n verhoging of verlaging van ’n halfpennie vir elke volle punt waarmee die kleinhandelprysindeksyfer bo of benede 179 styg of daal.

Die toelae is betaalbaar van die eerste betaaldag af in die week wat op die bekendmaking volg, soos reeds gesê, van veranderinge in die kleinhandelprysindeks; met dien verstande dat as die bedrag van die lewenskostoelae wat ingevolge die bepalings van hierdie paragraaf aan ’n werknemer betaalbaar is, minder is as die bedrag wat aan hierdie werknemer betaalbaar is ingevolge Oorlogsmaatreël No. 43 van 1942 of ’n wysiging daarvan, is hy geregtig tot die betaling van laasgenoemde bedrag; met dien verstande verder dat die werknemer nie geregtig is tot ’n lewenskostoelae, en moet dit nie aan hom betaal word nie, bo en behalwe dié wat ingevolge genoemde Oorlogsmaatreël betaalbaar is wanneer die indekssyfer onder 100 daal.

Vir die toepassing van hierdie klousule beteken „kleinhandelprysindeks” die verswaarde gemiddelde in die nege vernaamste gebiede vir alle items soos van tyd tot tyd deur die Direkteur van Sensus en Statiek bekendgemaak.

(2) ’n Ambagsgesel kan met die skriftelike toestemming van die Raad toegelaat word om na afloop van sy leertyd vir ses maande te werk teen ’n loon van minstens 70 persent van die loon wat by subklousule (1) (a) (iii) van hierdie klousule vir ’n werknemer van sy bedryf vasgestel is, en daarna vir ’n verdere ses maande teen ’n loon van minstens 80 persent van dié loon.

(3) *Betaling vir oortydwerk.*—(a) Tyd wat bo en behalwe die gewone daaglikse of weeklikse ure gewerk word wat by klousule 9 voorgeskryf word, is oortydwerk.

(b) ’n Werkgewer moet ’n werknemer in sy diens besoldiging betaal teen minstens 1½ maal sy gewone besoldiging ten opsigte van alle oortydwerk wat deur die werknemer verrig word.

(c) Whenever an employee works on a Sunday, his employer shall either—

- (i) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday; or
- (ii) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate or remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(d) (i) If an employee does not work on May Day, Good Friday, Day of the Covenant and Christmas Day, his employer shall pay him in respect of such day at a rate not less than his ordinary rate of remuneration, as if he had on such day worked his average ordinary working hours for that day of the week.

(ii) Whenever an employee works on May Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(e) The remuneration payable in terms of this sub-clause in respect of May Day, Good Friday, Day of the Covenant and Christmas Day shall be in addition to the payment due to an employee in respect of such days in terms of clause 28.

(4) *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 employee and to be not less than 5 per cent of the basic wage for each hour during which such work is performed. A signed and witnessed copy of the Agreement must be lodged with the Secretary of the Council at least three days before commencement of the work. Should no Agreement be reached, the Industrial Council shall determine the matter.

5. PIECEWORK AND INCENTIVE SCHEMES.

(1) The giving out by employers or the performance by employees of work on a piecework 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.

(2) Notwithstanding the provisions of sub-clause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, 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 (3) and (4) hereunder.

(3) 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 the Trade Union party to this Agreement whose members are involved, may agree upon the terms of any such scheme.

(4) 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 Agreement.

6. PAYMENT OF WAGES AND OVERTIME.

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

(2) Wages, overtime earnings and all other remuneration shall be handed to employees in sealed envelopes bearing the name of the employee, the number of hours worked, any deductions which may have been made from the amounts due and the amount enclosed.

(3) Wages, remuneration for overtime and all other remuneration shall be paid in cash in full without deduction (except of levies payable in terms of clause 19); provided that any amount paid by an employer who is compelled by law, ordinance or legal process to make payment on behalf of an employee, may be deducted.

7. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated more than one mile and a half and not more than five miles from Church Square, Grahamstown, the employer shall provide or pay for transport both ways in respect of the said distance. Where transport is provided by the employer the means of convenience shall leave the job not later than ten minutes after closing time, otherwise the employee shall be paid for the time he is required to wait at the rate of wages prescribed in clause 4 for an employee of his class.

(c) As 'n werknemer op 'n Sondag werk, moet sy werkgever hom of—

- (i) minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tyd wat gewoonlik deur hom op 'n weekdag gewerk word; of
- (ii) besoldiging betaal teen minstens 1½ maal sy gewone besoldiging ten opsigte van die totale tyd wat op die Sondag gewerk word en hom binne sewe dae van die Sondag af een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone besoldiging asof hy op die vakansiedag sy gewone werkure vir daardie dag van die week gewerk het.

(d) (i) As 'n werknemer nie op Meidag, Goeie-Vrydag, Gelofte-dag en Kersdag werk nie moet sy werkgever hom ten opsigte van die dag betaal teen minstens sy gewone besoldiging asof hy op die dag sy gewone gemiddelde getal werkure vir daardie dag van die week gewerk het.

(ii) As 'n werknemer op Meidag, Goeie-Vrydag, Gelofte-dag of Kersdag werk, moet sy werkgever hom betaal teen minstens sy gewone besoldiging ten opsigte van die totale tyd wat hy op dié dag gewerk het, benewens die besoldiging waartoe hy geregtig sou gewees het as hy nie gewerk het nie.

(e) Die besoldiging wat ingevolge hierdie subklousule ten opsigte van Meidag, Goeie-Vrydag, Gelofte-dag en Kersdag betaalbaar is, moet bo en behalwe die betaling wees wat ten opsigte van dié dae ingevolge klousule 28 aan 'n werknemer betaalbaar is.

(4) *Gevaarlike werk.*—Vir alle werk van 'n gevaarlike aard moet hoër lone as die voorgeskrewe minimum betaal word, en die bedrag moet onderling deur werkgever en werknemer gereël word en moet minstens 5 persent van die basiese loon wees vir elke uur gedurende welke die werk verrig word. 'n Getekende en beëdigde kopie van die ooreenkoms moet minstens drie dae voor die aanvang van die werk by die Sekretaris van die Raad ingedien word. As daar nie tot 'n ooreenkoms geraak kan word nie, moet die Nywerheidsraad oor die saak beslis.

5. STUKWERK EN AANSPORINGSLONE.

(1) Stukwerk mag nie deur 'n werkgever gegee of deur 'n werknemer aangeneem word nie, en alle betalingstelsels waarvolgens die loon heeltemal of gedeeltelik gegrond word op die hoeveelheid of omvang van werk wat verrig is, word verbied. Die bepaling van hierdie klousule is van toepassing al mag die werknemer 'n klein gedeelte van die nodige materiaal of installasie verskaf.

(2) Nieteenstaande die bepaling van subklousule (1) en met inagneming van die voorwaarde dat geen werknemer minder betaal mag word as wat hy ingevolge klousule 4 moet ontvang nie, kan 'n werkgever 'n werknemer se loon baseer op die hoeveelheid of omvang van werk wat hy verrig, met dien verstande dat so 'n loonstelsel slegs toegelaat word in die vorm van 'n aansporingsloonskema waarvan ingevolge subklousules (3) en (4) hieronder oor die voorwaardes ooreengekom is.

(3) Indien 'n werkgever 'n aansporingsloonskema wil instel, moet hy 'n saamgestelde komitee benoem wat die bestuur sowel as die werknemers verteenwoordig en wat na beraadslaging met die vakunie wat 'n party by hierdie ooreenkoms is en wie se lede daarby betrokke is, oor die voorwaardes van so 'n skema moet besluit.

(4) Die voorwaardes van so 'n aansporingsloonskema en alle wysigings daarvan wat deur die komitee goedgekeur is, moet op skrif gestel en deur die komiteedele onderteken word, en kan nie deur die komitee verander of deur een van die partye beëindig word nie tensy die party wat die Ooreenkoms wil wysig of beëindig, aan die ander party die skriftelike kennis gee waaroor die partye ooreenkom wanneer hulle die ooreenkoms sluit.

6. BETALING VAN LONE EN OORTYDVERDIENSTE.

(1) Lone en oortydverdiensle en alle ander soorte besoldiging moet weekliks kontant by uitskeityd op Vrydag betaal word of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind. Betaling kan egter op ander dae as bogenoemde gedoen word of op ander dae as Vrydag as toestemming vooraf van die Raad verkry word.

(2) Lone en oortydverdiensle moet aan die werknemers oorhandig word in 'n geslote koevert waarop die naam van die werknemer, die getal ure gewerk, kortings wat miskien afgetrek is, en die ingeslote bedrag vermeld staan.

(3) Lone, oortydbesoldiging en alle ander verdienste moet ten volle sonder aftrekkings (behalwe wat betref aftrekkings ingevolge klousule 19) kontant betaal word; met dien verstande dat 'n bedrag afgetrek mag word wat deur 'n werkgever betaal is wat hy by wet, ordonansie of regsgeding verplig is om betaling ten behoeve van 'n werknemer te maak.

7. STAPTYD EN VERVOER.

(1) As 'n werk meer as een en 'n half myl en nie meer as vyf myl van Kerkplein, Grahamstad, is nie, moet die werkgever vervoer in albei rigtings verskaf of daarvoor ten opsigte van die betrokke afstand betaal. As vervoer deur die werkgever verskaf word, moet die vervoermiddel nie later as tien minute na uitskeityd van die werk af vertrek nie, anders moet die werknemer betaal word vir die tyd wat hy moet wag, en wel teen dié skaal wat by klousule 4 vir 'n werknemer van sy klas voorgeskryf word.

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

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 and does return to his home every day, return second-class railway fare daily. Only time worked on the job shall be paid for.
- (b) Where the employee is unable to return to his home daily—
 - (i) second-class railway fare 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 only 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, or an allowance of 10s. per working day in place thereof;
 - (iii) an employee who is able to proceed to his home at the weekend and return by the ordinary starting time on Monday (or Tuesday if May Day, Day of the Covenant or Christmas Day fall on a Sunday or Monday) shall be entitled to a second-class railway return fare at weekends, but no payment in lieu of such fare shall be made if the journey is not undertaken. An employer shall not be liable to pay wages in respect of any time spent in travelling during such weekends.

9. HOURS OF WORK.

(1) Subject to the provisions of clauses 10 and 28, the ordinary hours of work shall not exceed—

- (A) in the case of unskilled and semi-skilled labourers, 43½ hours in any week;
 - (B) in the case of other employees, 40 hours in any week; and shall except as provided in sub-clause (2) be worked between the hours—
 - (a) in the case of unskilled and semi-skilled labourers, 7.30 a.m. and 5.30 p.m. on any day other than a Saturday or a Sunday;
 - (b) in the case of other employees, 8 a.m. and 5 p.m. on Mondays to Fridays;
- with a rest period of one hour for lunch, provided that employees may be employed on shift work.

(2) (a) Subject to clause 10, no employee shall work more than one shift in any period of twenty-four hours.

(b) Where three shifts are being worked, one of the shifts shall be worked within the hours prescribed in sub-clause (1). Where two shifts only are worked, an employee shall not be required or permitted to commence work earlier than 6 a.m. or finish work later than 3 p.m. for the first shift, or commence work earlier than 3 p.m. or finish work later than 12 midnight for the second shift.

(c) An employee employed on any shift other than the shift falling within the hours laid down in sub-clause (1) shall be paid an allowance of 10 per cent of the wage prescribed in clause 4 (1) in addition to such wage, for each hour so employed.

(d) An employer intending to engage employees to work on shift work shall first notify the Council in writing of such intention and shall state the hours during which each shift will be worked.

(3) No employee shall be required or permitted to work for a continuous period of longer than 5 hours without an uninterrupted interval of not less than one hour. For the purpose of this clause periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(4) No employee shall be required or permitted to perform any work in the Building Industry, whether for remuneration or not, nor shall an employee perform such work, except on essential services or on work done for himself, on any Saturday or any Sunday or on Good Friday, May Day, Day of the Covenant or Christmas Day.

10. OVERTIME.

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 demand that work shall be performed with greater rapidity than would be possible by working the hours prescribed in or as may be laid down in accordance with clause 9 of this Agreement. The Council shall be notified within one day of any overtime worked in terms of this clause.

(2) Tyd wat 'n werknemer neem om na en van werk te gaan is buite die gewone werkure wat by klousule 9 voorgeskryf word.

8. PLATTELANDSE WERK.

Aan werknemers wat na plattelandse werk gestuur word, moet die werkgever onderstaande toelae vir vervoer en/of slaapplek betaal:—

- (a) In die geval van 'n werknemer wat daaglik huistoe kan gaan en dit ook werklik doen, daaglik 'n spoorwegreterkaartjie, tweedeklas. Slegs vir die tyd wat werklik gewerk word, word betaal.
- (b) In die geval van 'n werknemer wat nie daaglik huistoe kan gaan nie—
 - (i) 'n spoorwegkaartjie, tweedeklas, na en van die werk onderskeidelik aan die begin en by beëindiging van die werk. Slegs vir tyd wat gedurende gewone werkure gereis word, word betaal en wel teen die uurloon van die betrokke werknemer soos in klousule 4 bepaal;
 - (ii) 'n behoorlike slaapplek naby die werkplek of in plaas daarvan 'n toelae van 10s. per werkdag;
 - (iii) 'n werknemer wat vir naweke huistoe kan gaan en op die gewone begintyd van die werk op Maandag (of Dinsdag as Meidag of Kersdag op 'n Sondag of Maandag val) kan terug wees, is elke naweek geregtig op 'n spoorwegreterkaartjie, tweedeklas, maar ingeval die reis nie onderneem word nie, is geen toelae in plaas van die kaartjie betaalbaar nie en ten opsigte van tyd wat gedurende die naweek gereis word, word geen toelae betaal nie.

9. WERKURE.

(1) Onderworpe aan die bepalings van klousules 10 en 28, moet die gewone werkure hoogstens die volgende wees:—

- (A) 43½ uur per week in die geval van ongeskoolde en halfgeskoolde arbeiders;
- (B) 40 uur per week in die geval van ander werknemers, en moet, behalwe soos in subklousule (2) bepaal, tussen onderstaande ure wees:—
 - (a) 7.30 vm. en 5.30 nm. op alle dae behalwe Saterdag en Sondag in die geval van ongeskoolde en halfgeskoolde arbeiders;
 - (b) 8 vm. en 5 nm. op Maandae tot Vrydae in die geval van ander werknemers,

met 'n rustyd van een uur vir ete; met dien verstande dat werknemers skofwerk mag verrig.

(2) (a) Onderworpe aan klousule 10, mag geen werknemer meer as een skof in 'n tydperk van 24 uur werk nie.

(b) As drie skofte gewerk word, moet een skof gewerk word binne die tyd in subklousule (1) van hierdie klousule voorgeskryf. Ingeval net twee skofte gewerk word, moet 'n werknemer vir die eerste skof nie voor 6 vm. begin werk of na 3 nm. sy werk staak nie, of vir die tweede skof nie voor 3 nm. begin werk of na 12-uur middernag sy werk staak nie;

(c) 'n Werknemer wat 'n ander skof werk as tussen die ure in subklousule (1) voorgeskryf, moet die loon betaal word wat kragtens klousule (4) van hierdie Ooreenkoms betaalbaar is, plus 10 persent.

(d) 'n Werkgever wat voornemens is om werknemers op skofwerk in diens te neem, moet die Raad vooruit skriftelik van sy voorneme in kennis stel en moet die ure noem waartussen elke skof gewerk moet word.

(3) Van geen werknemer mag vereis word en geen werknemer mag toegelaat word om ononderbroke langer as 5 uur sonder 'n ononderbroke rusperiode van minstens een uur te werk nie. Vir die toepassing van hierdie klousule moet werktye wat onderbreek word deur pouses van minder as een uur as ononderbroke beskou word.

(4) Van geen werknemer mag vereis word en geen werknemer mag toegelaat word om werk in die Bounywerheid, hetsy vir besoldiging of nie, en geen werknemer mag die werk, behalwe op noodsaaklike dienste of op werk vir homself bedoel, op 'n Saterdag of 'n Sondag of op Goeie-Vrydag, Meidag, Gelofte-dag of Kersdag te verrig nie.

10. OORTYDWERK.

(1) 'n Werkgever 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) waar die vereistes van die bepaalde geval dit noodsaaklik maak dat die werk met groter spoed uitgevoer word as wat moontlik sou wees as die ure gewerk word soos voorgeskryf in, of soos voorgeskryf kan word kragtens klousule 7 van hierdie Ooreenkoms. Die Raad moet binne een dag van oortydwerk wat ingevolge hierdie klousule verrig word, in kennis gestel word.

11. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions contained in sub-clause (3), an employee desirous of terminating his employment with an employer, and any employer desirous of terminating the services of an employee, shall give at least one day's notice of such termination of employment to the employer or employee as the case may be; provided that notice shall in each case be given so that employment will terminate not later than the finishing time prescribed in or as may laid down in accordance with clause 9 of this Agreement.

(2) An employee engaged as a carpenter, electrician or joiner shall, during the period of notice referred to in sub-clause (1), be allowed two hours 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 for locking up tools shall be provided by the employer on all jobs. All employees' tools in workshops and on jobs shall be insured by the employer against loss by fire, the maximum liability to be £10 in respect of each employee.

(2) Employers shall supply grindstones for sharpening tools on the job.

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

(a) *Asphalters*.—Rollers, brushes and straight-edges.

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

(c) *Masons and Stonecutters*.—

(i) Suitable sheds for stonecutters, the roof of which must not be less than 10 ft. high (this rule shall not apply to small jobs on building sites).

(ii) An employee to sharpen all tools.

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

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

(f) *Plumbers*.—

(i) Machines used in shops or on jobs.

(ii) Stake and riveting bars and drills of all sizes.

(iii) Screwing tackle, such as stocks, dies, taps and ratchets.

(iv) Pipe cutting tools and vices.

(v) Special and heavy caulking irons and fire-pots.

(vi) Metal pots and large ladles.

(vii) Chisels, punches and wall pins over 9 inches in length,

(viii) Soldering irons.

(ix) Files and hacksaw blades.

(x) Mandrills over 9 inches in diameter.

(xi) Rivets sets from No. 12 rivet and over, and grooving tools.

(xii) Sheet-metal workers' mallets and heavy dressers.

(xiii) Punches over ¼ inch in diameter, hollow or solid.

(xiv) Wrenches and tongs over 12 inches in length.

(xv) Copper springs and expanders 1½ inch, 1¼ inch and 2 inch.

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

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

Employers and employees shall observe the following rules:—

(1) *Plasterers' Modelling Shops*.—The filling of moulds shall be carried out under the adequate supervision of a journeyman.

(2) *Concrete Work*.—Every employer shall employ a journeyman continuously whilst concrete is being placed *in situ*, and it shall be the sole duty of this journeyman to supervise other persons doing this class of work.

3. (a) *Stone Work*.—(i) An employer shall not employ any person other than a journeyman as an operator of a stone-turning and -planing machine or of a diamond and carborundum sawing machine.

(ii) An employer shall not employ any person other than a qualified mason on work usually performed by masons.

(b) An employer shall not permit masons' bankers to be less than 6 feet apart or dust to be blown off with exhaust or other air during working hours.

(c) An employer shall not utilise in the erection of buildings or structures within the area to which this Agreement relates, stone which has been dressed in any area in the Union of South Africa in which a lower minimum scale of wages is in operation for such stone dressing.

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

11. DIENSBEEINDIGING.

(1) 'n Werknemer wat sy dienskontrak met 'n werkgever wil beëindig en 'n werkgever wat die dienskontrak met 'n werknemer wil beëindig, moet minstens een dag diensopsegging vir beëindiging van die kontrak aan die werkgever of na gelang van die geval aan die werknemer gee; met dien verstande dat diens in geen geval voor die uitskeityd soos voorgeskryf in of soos voorgeskryf kan word kragtens klousule 8 van hierdie Ooreenkoms, kan eindig nie.

(2) 'n Werknemer wat as 'n timmerman, elektrisiën of skrynerker in diens is, moet gedurende die termyn van diensopsegging wat in subklousule (1) van hierdie klousule genoem word, twee uur toegestaan word om sy gereedskap vir gebruik gereed te maak.

(3) Geen diensopsegging word vereis nie tensy die betrokke werknemer minstens drie agtereenvolgende dae vir dieselfde werkgever gewerk het.

12. BEREPEK VIR EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkgever moet op alle werke 'n geskikte plek vir die wegsluit van gereedskap verskaf. Alle werknemers se gereedskap in werkplekke moet deur die werkgever teen verlies deur brand verseker word. Die maksimum aanspreeklikheid moet £10 ten opsigte van elke werknemer wees.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap verskaf.

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

(a) *Asfaltwerkers*.—Rollers, borsels en reihoute.

(b) *Timmermans*.—Alle klemme, handskroewe, lynkwaste, skroefslutels, koeverte, bore en boorysters oor 12 duim lank en alle hammers oor 3 pond.

(c) *Klipmesselaars en kliphouers*.—

(i) Gereedskap vir bewerking van graniet of harde klip en klouhammers.

(ii) Geskikte afdakke vir kliphouers, met 'n dak wat op minstens 10 vt. hoogte is. (Hierdie bepaling is nie op klein werksies op bouterreine van toepassing nie.)

(iii) 'n Werknemer om alle gereedskap skerp te maak.

(d) *Skilders en plakkers*.—Alle gereedskap, behalwe skilders-messe, stoffers en plakkerskwaste en -skêre.

(e) *Pleisteraars*.—Daghaborde en steiers van geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granoliet-werk.

(f) *Loodgieters*.—

(i) Masiene wat in werkwinkel of op werk gebruik word

(ii) Bankaambeelde en klinkstawe en boorysters van alle grootte.

(iii) Skroefsnygereedskap, soos snyblokke, tappe, bandjies en palratte.

(iv) Pypsnygereedskap en bankskroewe.

(v) Spesiale en swaar kalfaatysters en vuurpotte.

(vi) Smeltpotte en groot gietlepel.

(vii) Beitel, deurslaners en muurpenne langer as 9 duim

(viii) Soldeerysters.

(ix) Vyle en ystersaaglemme.

(x) Skroefspille van meer as 9 duim deursny.

(xi) Klinkstelle vir klinknaels No. 12 en groter, en groefgereedskap.

(xii) Hammers en plethammers vir metaalplaatwerkers.

(xiii) Deurslaner van meer as ¼ duim deursny, hol of solied.

(xiv) Skroefslutels en tange van langer as 12 duim.

(xv) Kopervere en uitsetters, 1½ duim, 1¼ duim en 2 duim

13. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK.

Werkgewers en werknemers moet die volgende reëls nakom:—

(1) *Pleisterarmodelleerwerkwinkel*.—Die pas van vorm: moet gedoen word onder voldoende toesig van 'n vakman

(2) *Betonwerk*.—Elke werkgever moet 'n vakman in diens hê wat voortdurend in diens moet wees terwyl beton *in situ* gestort word en dit is dié vakman se enigste plig om toesig te hou oor ander persone wat hierdie werk verrig.

(3) (a) *Klipwerk*.—(i) 'n Werkgever mag niemand anders as 'n vakman in diens hê as bediener van 'n klipdraai-er skaafmasjien of van 'n diamant- en karborundsagmasjien nie.

(ii) 'n Werkgever mag niemand anders as 'n opgeleide klipmesselaar in diens hê vir werk wat gewoonlik deur klipmesselaars gedoen word nie.

(b) Klipmesselaarsstellasies moet minstens ses voet van mekaar staan en gedurende werke mag geen stof met uitlaat of ander lug weggeblaas word nie.

(c) 'n Werkgever mag nie klip by die oprigting van gebou of strukture binne die gebied waarop hierdie Ooreenkoms van toepassing is, gebruik wat bewerk is in 'n gebied in die Unie van Suid-Afrika waarin 'n laer minimum loonskaal in werking vir dié soort klipbewerking is nie.

(d) Alle ru-gevormde klip moet op die werkgever se werf of op die werk afgewerk word, maar kan by die steengroewe alleen met behulp van 'n splythammer kleiner gemaak word. As die werkgever se werf by die steengroewe is moet dit op redelik veilige afstand van die groewe se werkfront geleë wees.

(4) *Scaffolding*.—An employer shall ensure that all scaffolding is properly constructed of sound material and is erected under the supervision of a journeyman.

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.

Sanitary accommodation in accordance with municipal requirements shall be provided by all employers on all jobs for Europeans and non-Europeans separately.

16. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning at 10 o'clock and in the afternoon at 3 o'clock. Tea intervals shall last for ten minutes from these times. No employee may leave the position where he is working for tea in the morning or afternoon. Smoking is permitted both during these intervals and at other times.

17. WORKING EMPLOYER OR PARTNER.

Any working employer or partner shall in respect of the trade at which he is working, observe the working hours prescribed in or in terms of this Agreement.

18. ADMINISTRATION OF AGREEMENT.

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

19. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council each employer shall on each pay-day deduct 9d. from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) (iii) of this Agreement, excluding apprentices, provided 22 hours or more have been worked by the employees concerned during the week, and to the total amount so deducted the employer shall contribute a like amount, and the said amounts shall be paid by the employer to the Council as prescribed in sub-clause (3) hereof.

(2) Each employer shall also on each pay day deduct an amount of 1d. from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) (i) and (ii) of this Agreement; provided that 22 hours or more have been worked by the employee concerned during the week, and to the total amount so deducted the employer shall contribute a like amount. The said amounts shall be paid by the employer to the Council as prescribed in sub-clause (3) hereof.

(3) All amounts payable in accordance with the provisions of sub-clauses (1) and (2) of this clause shall, together with a statement, showing the number of employees employed and their trades, be forwarded by the employer to the Secretary of the Council, on or before the seventh day of each month in respect of the previous month's dues. In the event of no employees as referred to in sub-clauses (1) and (2) having been employed, the employer shall forward to the Secretary of the Council a notification to that effect on or before the seventh day of each month.

20. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement.

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

(3) A licence of exemption signed by the Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in an 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.

An employer or employee shall observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if they were terms of this Agreement.

21. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry shall, if he has not already done so in terms of any previous Agreement, within 14 days of date on which this Agreement comes into operation, forward to the Secretary of the Council the following particulars:—

(i) Full name.

(ii) Business address.

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

(4) *Steiers*.—'n Werkgewer moet sorg dat alle steiers behoorlik uit sterk materiaal gemaak word en opgerig word deur en onder toesig van 'n vakman.

14. BESKUTTING TEEN NAT WEER.

Op elke terrein waar bouwerkzaamhede verrig word, moet werkgewers voorsiening maak vir behoorlike beskutting waar die werknemers tydens nat weer kan skuil.

15. LATRINES.

Behoorlike afsonderlike sanitêitsgeriewe vir blankes en nie-blankes ooreenkomstig munisipale vereistes moet op alle werkplekke verskaf word.

16. VERVERSINGS.

Elke werkgewer moet 'n persoon verskaf wat tee in die môre om 10-uur en in die namiddag om 3-uur vir sy werknemers kan maak. Geen werknemer mag die plek waar hy aan die werk is, vir môre- of namiddagte verlaat nie. Rook word sowel gedurende hierdie rusperodes as op ander tye toegelaat.

17. WERKENDE WERKGEWER OF VENNOOT.

Elke werkende werkgewer of vennoot moet die werkure nakom wat in of kragtens die bepalings van hierdie Ooreenkoms voorgeskryf word.

18. 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 hiervan strydig is nie.

19. UITGAWES VAN DIE RAAD.

(1) Ten einde te voorsien in die uitgawe van die Raad, moet elke werkgewer weekliks 9 pennies aftrek van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, vir wie lone voorgeskryf is in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms; met dien verstande dat 22 uur of meer gedurende die week deur die betrokke werknemers gewerk is, en by die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag bydra, en genoemde bedrae moet deur die werkgewer aan die Raad betaal word, soos by subklousule (3) hiervan voorgeskryf is.

(2) Elke werkgewer moet ook op elke betaaldag 'n bedrag van 1d. aftrek van die verdienste van elkeen van sy werknemers vir wie lone by klousule 4 (1) (a) (i) en (ii) van hierdie Ooreenkoms voorskryf word; met dien verstande dat 22 uur of meer deur die betrokke werknemer gedurende die week gewerk is, en by die totale bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg. Die genoemde bedrae moet deur die werkgewer aan die Raad betaal word, soos by klousule (3) hiervan voorgeskryf.

(3) Alle bedrae wat ooreenkomstig die bepalings van subklousules (1) en (2) van hierdie klousule betaal moet word, moet saam met 'n opgaaft wat die getal werknemers in diens en hul vakke aantoon, uiterlik die sewende dag van elke maand ten opsigte van die verskuldigde bedrae vir die vorige maand aan die Sekretaris van die Raad gestuur word. Ingeval geen werknemers soos dié wat in subklousules (1) en (2) genoem word, in diens was nie, moet die werkgewer die sekretaris van die Raad 'n skrywe dienaangaande op of voor die sewende dag van elke maand stuur.

20. VRYSTELLINGS.

(1) Die Raad kan vrystelling van elke bepaling van hierdie ooreenkoms verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes waarop en die tyd waarvoor 'n vrystelling van krag sal wees, vas te stel.

(3) 'n Vrystellingsertifikaat wat deur die voorsitter en die sekretaris van die Raad onderteken is, moet aan elke vrystelde persoon uitgereik word. 'n Vrystellingsertifikaat is net geldig vir die gebied waarvoor dit uitgereik is.

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

'n Werkgewer moet die bepalings van 'n vrystellingsertifikaat nakom wat ooreenkomstig die bepalings van hierdie klousule uitgereik is.

21. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer in die nywerheid moet, as hy dit nog nie ingevolge die bepalings van 'n vorige ooreenkoms gedoen het nie, ondergenoemde besonderhede binne 14 dae van die datum waarop hierdie Ooreenkoms in werking tree, aan die Sekretaris van die Raad stuur:—

(i) Naam voluit.

(ii) Besigheidsadres.

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

(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 14 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. The title under which the partnership is operating shall also be furnished. Any change in or cessation of the partnership shall be notified to the Secretary of the Council.

(d) Any change in the particulars which are required to be furnished in terms of this clause shall be communicated to the Council in writing by the persons concerned within 14 days of such change.

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

22. NOTICE BOARDS.

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

23. TIME AND WAGE RECORDS.

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

24. AGENTS.

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

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

(2) The agent, when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall allow the agent all the facilities above mentioned.

25. EXHIBITION OF AGREEMENT.

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

26. MEMBERSHIP OF PARTIES.

(1) Members of the trade union agree to accept employment with members of the employers' organisation only and members of the employers' organisation agree to employ members of the trade union only, if in possession of a current working card; provided that this section shall not apply where membership to a party to this Agreement has been refused or terminated without reasonable cause in the opinion of the Council; and provided further that in the case of termination of membership this section shall in any case not apply until the expiry of a period of seven days from the date on which the member is notified by the party concerned of the termination of his membership and until the employer or employee of the member concerned as well as the Council has been notified in writing of such termination by the respective party.

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

27. EMPLOYMENT OF MINORS.

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

28. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Subject to the provisions of clause 4 (3) (c) 4 (3) (a) and 9 (4) of this Agreement, no work shall be performed in the Industry during the period from the close of work on the 22nd December until the beginning of work on 12th January nor on May Day, Good Friday and Day of the Covenant.

(b) Die besonderhede wat ingevolge paragraaf (a) van hierdie subklousule nodig is, moet ook binne 14 dae nadat hulle met werksaamhede begin, deur alle werkgewers verskaf word wat te die bouwyerheid na die datum van die inwerkingtreding van hierdie Ooreenkoms toetree.

(c) As die werkgewer 'n vennootskap is, moet inligting ooreer komstig paragraaf (a) van hierdie subklousule ten opsigte van elke vennoot verskaf word. Die titel waaronder die vennootska optree, moet ook verskaf word. Veranderings van of beëindiging van die vennootskap moet aan die sekretaris van die Raad meegedeel word.

(d) Enige verandering van die besonderhede wat ingevolge hierdie klousule nodig is, moet skriftelik binne 14 dae van 'n verandering aan die Raad meegedeel word.

(2) Die sekretaris van die Raad moet 'n register byhou van alle werkgewers en vennootskappe waarna in klousule (1) hier van verwys word.

22. KENNISGEWINGBORDE.

Elke werkgewer en alle werkgewers wat in vennootskappe werk, moet oral waar bouwerksaamhede deur hom of hulle uitgevoer word, op 'n opvallende plek vir die publiek 'n kennisgewingbord, minstens 2 voet by 1½ voet, of een deur die Raad goedgekeur, oprig wat die naam en besigheidsadres van die werkgewer of vennootskap voluit vermeld.

23. TYD- EN LOONREGISTERS.

Die werkgewer moet die tyd- en loonregisters byhou wat b regulasie kragtens die Wet voorgeskryf word.

24. AGENTE.

(1) Die Raad moet een of meer persone aanstel om te help by die toepassing van die bepalings van hierdie Ooreenkoms. Agent het die reg om—

- (a) persele of plekke op enige tyd binne te gaan waar die nywerheid uitgeoefen word as hy 'n redelike vermoed het dat 'n persoon daarin in diens is;
- (b) enige persoon wat hy in of by die perseel of plek aantreft mondeling te ondervra, of alleen of in teenwoordigheid van enige ander persoon soos hy dit goeddink, ten opsigte van sake betreffende hierdie Ooreenkoms, en van die persoon vereis om die gestelde vrae te beantwoord;
- (c) boeke, tydstate, registers en dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, op te eis, en dit na te gaan en te inspekteer.

(2) Wanneer die agent 'n perseel of plek binnegaan of inspeksie doen, mag hy 'n tolk saamneem.

(3) Elke persoon op wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent al die bogenoemde geriewe toestaan.

25. VERTONING VAN OOREENKOMS.

'n Werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in elke werkwinkel of werf waar h besigheid drijf, op 'n opvallende plek vertoon wat maklik vir al sy werknemers toeganklik is, en in 'n vorm wat by regulasie kragtens die Wet voorgeskryf word.

26. LIDMAATSKAP VAN PARTYE.

(1) Lede van die vakvereniging kom ooreen om werk by led van slegs die werkgewersorganisasie aan te neem en lede van die werkgewersorganisasie kom ooreen om slegs lede van die vak vereniging in diens te neem, as hulle in besit is van 'n geldig werkkarta; met dien verstande dat hierdie artikel nie van toepassing is ingeval lidmaatskap vir 'n party by hierdie Ooreenkoms sonder redelike oorsaak na die mening van die Raad geweier of beëindig is nie; en voorts met dien verstande dat in die geval van beëindiging van lidmaatskap hierdie artikel nie van toepassing is tot verstryking van 'n tydperk van sewe dae van die datum af waarop die lid deur die betrokke partye in kennis gestel is van die beëindiging van sy lidmaatskap en totdat die werkgewer of werknemer van die betrokke lid asook die Raad skriftelik van die beëindiging deur die betrokke partye in kennis gestel is nie.

(2) Die bepalings van hierdie artikel is nie van toepassing ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van diens in die nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier he die bepalings van hierdie artikel onmiddellik van toepassing word.

27. IN DIENS HÊ VAN MINDERJARIGES.

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

28. JAARLIKSE VERLOF EN PUBLIEKE VAKANSIEDAE.

(1) Onderworpe aan die bepalings van klousules 4 (3) (c) 4 (3) (d) en 9 (4) van hierdie Ooreenkoms mag geen werk in die nywerheid gedoen word van uitskeid op 22 Desember af te die aanvangs tyd op 12 Januarie nie, ook nie op Meidag, Goede Vrydag en Gelofte dag nie.

(2) No employer shall require any employee to perform, and no employee or working employer shall perform, any work during the holiday period or on the specified holidays prescribed in sub-clause (1) hereof.

(3) Annual leave and holidays due to an employee shall be paid for in accordance with the provisions of this clause.

(4) Each employer shall—

(a) pay weekly to each employee employed by him for whom wages are prescribed in paragraaf (iii) of clause 4 (1) (a), 3d. in holiday fund stamps in respect of each hour worked by such employee, other than overtime or time worked on Sundays or on the public holidays referred to in sub-clause (1) of this clause, during each week, provided that for time worked during the period between the third Friday in November and 22nd December the amounts payable hereunder will be paid to the employee in cash with his weekly remuneration;

(b) pay to each semi-skilled labourer in his employ 1½d. in holiday fund stamps in respect of each hour worked, exclusive of overtime, by that employee for him. The amounts due shall be calculated in respect of each period ending on the last pay day prior to the commencement of the holiday period concerned or on termination of employment, whichever is earlier, and shall be paid to the employee on such pay day or on termination of employment, as the case may be; provided that for time worked during the period between the third Friday in November and 22nd December the amounts payable hereunder will be paid to the employee in cash with his weekly remuneration;

(c) pay to each unskilled labourer in his employ 1d. in holiday fund stamps in respect of each hour worked, exclusive of overtime, by that employee for him. The amounts due shall be calculated in respect of each period ending on the last pay day prior to the commencement of the holiday period concerned or on termination of employment, whichever is earlier, and shall be paid to the employee on such pay day or on termination of employment, as the case may be; provided that for time worked during the period between the third Friday in November and 22nd December the amounts payable hereunder will be paid to the employee in cash with his weekly remuneration;

(d) pay to each learner in terms of Proclamation No. 8 of 1946 in his employ in holiday fund stamps in respect of each hour worked, exclusive of overtime, by that employee for him, as laid down by Government Notice No. 671 of 28th March 1947, an amount of 2d. or such other amounts as may be provided from time to time. The amounts due shall be calculated in respect of each period ending on the last pay day prior to the commencement of the holiday period concerned, or on termination of employment, whichever is earlier, and shall be paid to the employee on such pay day or on termination of employment, as the case may be; provided that for time worked during the period between the third Friday in November and 22nd December the amounts payable hereunder will be paid to the employee in cash with his weekly remuneration.

(e) pay to each apprentice in his employ on the last pay day prior to the commencement of the holiday period referred to in sub-clause (1) hereof the pay which such apprentice would have earned if he had continued to work for his employer during the said holiday period.

(5) The amounts paid to the Council by an employer for holiday fund stamps shall be retained by the Council on behalf of the employees concerned and shall be paid into a fund to be known as the Building Industry Holiday Fund.

(6) The employer shall in respect of the amounts to be paid by him to the employee in terms of sub-clause (4) (a), (b), (c) and (d) hereof issue to each of the employees concerned on each pay day stamps cancelled by him, with his name and the date endorsed thereon, to the value of such contribution, and each employee shall affix such stamps in a contribution book to be obtained from the Council and retained by him. Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name, address and occupation, and bearing his usual signature. A charge of 1s. 6d. will be made by the Council for each book.

(7) The stamps referred to in sub-clause (6) shall be obtained by the employer from the Council, and an adequate reserve thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(8) As early as possible after the third Friday in November in each year and not later than the Fourth Friday in November in each year, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card, and the Council shall ascertain the amount due to the employee as reflected by the value of the stamps affixed in his contribution book, and pay to the employee the amount in ques-

(2) Geen werkgever kan van 'n werknemer vereis en geen werknemer of werkende vennoot word toegelaat om gedurende die vakansietyd soos in subklousule (3) voorgeskryf, werk te verrig nie.

(3) Vir jaarlikse verlof en vakansies wat aan 'n werknemer verskuldig is, moet ooreenkomstig die bepalings van hierdie klousule betaal word.

(4) Elke werkgever moet—

(a) weekliks ten behoeve van elke werknemer by hom in diens vir wie lone in paragrafe (iii) en (iv) van klousule 4 (1) (a) voorgeskryf word, aan die Raad 'n bedrag van 3d. in vakansieverlofseëls betaal vir elke uur wat die werknemer elke week gewerk het met uitsondering van oortydwerk of tyd wat op Sondag of die publieke vakansiedae wat in subklousules (2) en (5) van hierdie klousule genoem word; met dien verstande dat die tyd wat gedurende die tydperk tussen die derde Vrydag in November en 22 Desember, die bedrae wat ingevolge hierdie klousule aan die werknemer betaalbaar is, saam met sy weeklikse besoldiging aan hom betaal sal word;

(b) aan elke halfgeskoolde arbeider in sy diens 1½d. in vakansieverlofseëls betaal ten opsigte van elke uur wat die werknemer gewerk het. Die verskuldigde bedrae moet bereken word ten opsigte van elke tydvak wat eindig op die laaste betaaldag voor die aanva. g van die betrokke vakansietyd of by diensbeëindiging, watter ook al die jongste is, en moet aan die werknemer op dié dag betaal word of by diensbeëindiging, al na die geval; met dien verstande dat vir tyd wat gewerk word in die tydvak tussen die derde Vrydag van November en 22 Desember die bedrae wat ingevolge daarvan betaalbaar is, kontant met sy weeklikse loon aan die werknemer betaal sal word;

(c) aan elke ongeskoolde arbeider in sy diens 1d. in vakansieverlofseëls betaal ten opsigte van elke uur wat die werknemer, behalwe oortydwerk, gewerk het. Die verskuldigde bedrae moet bereken word ten opsigte van elke tydvak wat eindig op die laaste betaaldag voor die aanvang van die betrokke vakansietyd of by diensbeëindiging, watter ook al die jongste is, en moet aan die werknemer op dié dag of by diensbeëindiging betaal word, al na die geval; met dien verstande dat vir tyd wat gewerk word in die tydvak tussen die derde Vrydag van November en 22 Desember die bedrae wat ingevolge daarvan verskuldig is, kontant saam met sy weekloon aan die werknemer betaal sal word;

(d) aan elke leerling ingevolge Proklamasie No. 8 van 1946 in sy diens die bedrag van 2d. in vakansiefondsseëls ten opsigte van elke uur gewerk, behalwe oortyd werk, deur daardie werknemer, soos bepaal by Goewermentskennisgewing No. 671 van 28 Maart 1947, of 'n ander bedrag soos van tyd tot tyd bepaal. Die verskuldigde bedrae moet bereken word ten opsigte van elke tydvak wat eindig op die laaste betaaldag voor die aanvang van die betrokke vakansietyd of by diensbeëindiging, watter ook al die jongste is, en moet aan die werknemer op dié dag of by diensbeëindiging betaal word, al na die geval; met dien verstande dat vir tyd wat gewerk word in die tydvak tussen die derde Vrydag van November en 22 Desember, die bedrae wat ingevolge daarvan verskuldig is, kontant saam met sy weekloon aan die werknemer betaal sal word;

(e) aan elke vakleerling in sy diens op die laaste betaaldag voor die aanvang van die verloftydperk waarna in klousule 18 hiervan verwys word, die loon betaal wat daardie vakleerling sou verdien het as hy gedurende die genoemde verloftyd vir sy werkgever bly werk het.

(5) Die bedrae wat deur 'n werkgever vir vakansieverlofseëls aan die Raad betaal word ingevolge subklousule (7) (a), moet deur die Raad ten behoeve van die betrokke werknemer bewaar word en inbetaal word in 'n fonds wat bekend is as „Die Verloffonds vir die Bounywerheid”.

(6) Die werkgever moet ten opsigte van die bedrae wat hy ingevolge subklousules 4 (a), (b), (c) en (d) aan die werknemer moet betaal, op elke betaaldag aan elkeen van sy betrokke werknemers seëls, wat hy met sy naam en die datum gekanselleer het, uitreik tot die waarde van sulke bydraes en elke werknemer moet die seëls inplak in 'n bydraersboekie wat hy van die sekretaris van die Raad moet verkry en wat hy moet behou. Aansoek om 'n bydraersboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is en wat die werknemer moet invul met sy naam voluit, adres en vak en met sy gewone handtekening moet onderteken. Die werknemer moet 'n bedrag van 1s. 6d. per boek betaal.

(7) Die seëls wat in subklousule (6) genoem word, moet deur die werkgever van die Raad verkry word en die werkgever moet te alle tye 'n voldoende hoeveelheid seëls in voorraad hou, met dien verstande dat 'n werkgever van die Raad terugbetaling kan verkry van die waarde van alle ongebruikte seëls.

(8) So spoedig moontlik na die derde Vrydag in November en op of voor die vierde Vrydag in November van elke jaar, moet elke werknemer sy bydraersboekie by die sekretaris van die Raad indien teen oorhandiging van 'n kwitansie en die Raad moet die bedrag vasstel wat aan die werknemer verskuldig is soos dit deur die waarde van die seëls wat in sy bydraersboekie ingeplak

tion at a date not later than the day prior to the commencement of the holiday period. Payment shall be made by cheque in favour of the employee, or in the case of unskilled labourers in cash, and no order or authority for payment to any other person will be recognised.

(9) No employee shall be entitled to claim payment from the Council of the value of any stamps received by him before the date mentioned in sub-clause (8) of this clause.

In the event of the death of an employee the amount due to him from the aforesaid fund shall be paid into his estate by cheque drawn in favour of such estate on his contribution book being lodged with the Council.

(10) Any amounts held by the Council to the credit of the Building Industry Holiday Fund may be invested by the Council from time to time on fixed deposit or on call with a bank or building society, and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the fund. No employer or employee shall have any claim in respect of such interest, and neither shall they be responsible for any contribution towards the expense of administering the fund.

(11) The contribution books and stamps issued to employees are not transferable, and no moneys due in terms thereof can be ceded or pledged. Stamps acquired by any person otherwise than in terms of this Agreement may be confiscated by the Council for the benefit of the general funds of the Council.

(12) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of this section unless such stamps are affixed in the contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of a period of six months from the date of commencement of the holiday period. Any unclaimed moneys in the Council's possession from the sale of stamps at the expiration of the said period of six months shall accrue to the general funds of the Council. Nothing in this sub-section shall be deemed to prevent the Council from making payment at any time after the expiration of the period of six months and it shall be obligatory on the Council to consider and decide on the merits all claims for pay made after the said period of six months.

(13) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(14) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Minister may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Minister from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (15) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(15) Upon liquidation of the fund in terms of sub-clause (13) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses shall be paid into the general funds of the Council.

29. APPLICATION.

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

Signed on behalf of the parties, at Grahamstown, on this 25th day of February 1952.

A. G. SMITH,
Chairman of the Council.

J. PHILIP WISHART,
Vice-Chairman of the Council.

G. W. MCELHINNY,
Secretary of the Council.

is, aangetoon word en moet die werknemer die betrokke bedrag op 'n datum op of voor die dag voor die aanvang van die verloftydperk uitbetaal. Betaling moet per tjek ten gunste van die werknemer gedoen word en geen order of magtiging vir betaling aan 'n ander persoon sal erken word nie.

(9) Geen werknemer is geregtig om van die Raad betaling te eis van die waarde van seëls wat hy ontvang het voor die datum wat in subklousule (12) van hierdie klousule bepaal is nie. In die geval van die dood van 'n werknemer, moet die bedrag wat aan hom uit die voornoemde fonds verskuldig is, aan sy boedel uitbetaal word teen oorhandiging van sy bydraersboekie aan die Raad.

(10) Alle gelde wat deur die Raad op krediet van die Verloftfonds vir die Bounywerheid gehou word, kan deur die Raad van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of bougenootskap belê word, en alle rente wat op sulke beleggings gekweek word, is die alleenbesit van die Raad by wyse van vergoeding vir die beheer van die Fonds. Geen werkgewer of werknemer het aanspraak op sulke rente nie en ewenins is hulle vir bydraes tot die koste van beheer van die fonds verantwoordelik.

(11) Die bydraersboekie en seëls wat aan werknemers uitgereik word, is nie oordraagbaar en kan nie gesedeer of in verpand gegee word nie. Seëls wat deur 'n persoon op 'n ander manier as ooreenkomstig hierdie Ooreenkoms verkry is, kan deur die Raad ten gunste van die Raadsfonds gekonfiskeer word.

(12) Die Raad is nie vir uitbetaling ten opsigte van seëls ingevolge subklousule (10) van hierdie klousule aan werknemers uitgereik, aanspreeklik nie, tensy sulke seëls ingeplak is in 'n bydraersboekie wat by die Raad ingedien is voor die verstryking van ses maande van die aanvangsdatum van die vakansietyd af. Onopgeëiste geld in besit van die Raad afkomstig van die verkoop van seëls by verstryking van die genoemde ses maande kom die algemene fonds van die Raad toe. Niks in hierdie sub-artikel kan die Raad verhinder om betaling te eniger tyd na die verstryking van die ses maande te maak nie, en die Raad is verplig om die meriete van alle eise wat om betaling na die genoemde ses maande gemaak word, te oorweeg en daaroor te beslis.

(13) Ingeval hierdie Ooreenkoms verval as gevolg van die verstryking van sy geldigheidsduur of staking daarvan om watter rede ook al, moet die fonds steeds deur die Raad geadminestreer word totdat dit of gelikwider of deur die Raad aan 'n ander fonds oorgedra word wat om dieselfde rede ingestel is as dié waarvoor die oorspronklike in die lewe geroep is.

(14) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tyd waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, mag die Minister 'n komitee aanstel uit werkgewers en werknemers in die nywerheid op die grondslag van gelyke verteenwoordiging aan albei kante en die fonds moet verder deur dié komitee geadminestreer word. Vakatures in die komitee mag deur die Minister uit werkgewers of werknemers, al na die geval, gevul word, ten einde gelyke verteenwoordiging van werkgewers en werknemers in die komitee te verseker. Ingeval die komitee nie in staat is of onwillig is om sy pligte te vervul of ingeval 'n dooiepunt daaruit ontstaan wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, mag hy 'n kurator of kurators aanstel om die pligte van die komitee na te kom en die kurator het al die magte van die komitee vir hierdie doel. By verstryking van hierdie Ooreenkoms moet die fonds gelikwider word deur die komitee wat ingevolge hierdie subklousule funksioneer, of deur die kurator of kurators, al na die geval, op die wyse wat in subklousule (15) van hierdie klousule verduidelik is, en ingeval die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates uitgedeel is, moet die res van die fonds uitgedeel word soos by artikel vier-en-dertig (4) van die Wet uiteengesit is, asof dit deel uitmaak van die algemene fonds van die Raad.

(15) Wanneer die fonds kragtens subklousule (13) van hierdie klousule gelikwider is, moet die geld wat die Fonds se batige saldo uitmaak nadat alle eise teen die fonds uitbetaal is, met inbegrip van administrasie- en likwidasielaste, in die algemene fonds van die Raad inbetaal word.

29. TOEPASSING.

Geen werkgewer of werknemer mag die bepalings van hierdie Ooreenkoms tersydestel nie, tensy die genoemde bepalings 'n voordeel of 'n verpligting op die betrokke werkgewer of werknemer uitmaak of nie. Elke bepaling maak 'n reg of 'n verpligting uit, al na die geval, ongeag die bestaan van ander bepalings.

Namens die partye op hierdie 25ste dag van Februarie 1952 in Grahamstad, geteken.

A. G. SMITH,
Voorsitter van die Raad.

J. PHILIP WISHART,
Ondervoorsitter van die Raad.

G. W. MCELHINNY,
Sekretaris van die Raad.

★ No. 2586.]

[7 November 1952.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING INDUSTRY, ALBANY.

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, Albany, published under Government Notice No. 2585 of 7th November, 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.

★ No. 2586.]

[7 November 1952.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, ALBANY.

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, Albany, bekendgemaak by Goewermentskennisgewing No. 2585 van 7 November 1952, vir die persone wie se werksure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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