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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2823.] [5 December 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 3rd January, 1956, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 20 (inclusive), 23 to 30 (inclusive) 32 and 33 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 3rd January, 1956, upon the other employers and employees engaged or employed in the said industry, in the area within a radius of 15 miles from the General Post Office, Bloemfontein; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the area within a radius of 15 miles from the General Post Office, Bloemfontein, and from the second Monday after the date of publication of this notice and for the period ending the 3rd January, 1956, the provisions contained in clauses 1, 3 to 20 (inclusive), 23 to 30 (inclusive), 32 and 33 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2823.] [5 Desember 1952.
NYWERHEIDVERSOENINGSWET, 1937.

BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op 3 Januarie 1956 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van die genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 20, 23 tot en met 30, 32 en 33 van die genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op 3 Januarie 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die gebied binne 'n omtrek van 15 myl van die Hoofposkantoor, Bloemfontein; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 20, 23 tot en met 30, 32 en 33 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op 3 Januarie 1956 eindig, in die gebied binne 'n omtrek van 15 myl van die Hoofposkantoor, Bloemfontein, *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 (BLOEMFONTEIN).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between the Master Builders' and Allied Trades Association, Bloemfontein (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers
of South Africa,

South African Operative Masons' Society
South African Electrical Workers' Association

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Bloemfontein area as defined in clause 3 of the Agreement by all employers and employees in the Building and Monumental Masonry Industries who are members of the employers' organization and the trade unions, provided that—

- (a) the terms shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any conditions fixed thereunder;
- (b) clauses 4 (3), 4 (4), 7, 11, 15, 16 and 22 hereof shall not apply to employees for whom wages are specified in clause 4 (1) (a) (ii);
- (c) clauses 4 (1) (b), 4 (3), 4 (4), 7, 11, 15, 16 and 22 shall not apply to employees for whom wages are specified in clause 4 (1) (a) (i);
- (d) the terms shall not apply to persons engaged in erection, maintenance, repair or alteration on farms of—
 - (i) dwelling-houses at a cost less than £1,000;
 - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. DATE AND PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force for the period ending 3rd January, 1956.

3. DEFINITIONS.

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

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

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

"Industry" means the Building Industry and Monumental Masonry Industry;

"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/or structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the building or structure or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs—

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

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

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

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

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (BLOEMFONTEIN).

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit tussen die

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

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South
Africa,

South Africa Operative Masons' Society,
South African Electrical Workers' Association

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

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

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die gebied Bloemfontein, soos bepaal in klousule 3 van die Ooreenkoms, nagekom word deur alle werkgewers en werknemers in die Bou- en Monumentklipmesselnywerhede wat lede van die werkgewersorganisasie en vakverenigings is: met dien verstande dat—

- (a) die bepalings op vakleerlinge van toepassing is slegs vir sover hulle nie met die Wet op Vakleerlinge, 1944, of enige kontrak ingevolge daarvan aangegaan, of enige voorwaardes ingevolge daarvan vasgestel, strydig is nie;
- (b) klousules 4 (3), 4 (4), 7, 11, 15, 16 en 22 daarvan nie van toepassing is op werknemers vir wie in klousules 4 (1) (a) (ii) lone vasgestel is nie;
- (c) klousules 4 (1) (b), 4 (3), 4 (4), 7, 11, 15, 16 en 22 nie op werknemers vir wie lone in klousule 4 (1) (a) (i) voorgeskryf word, van toepassing is nie;
- (d) die bepalings nie van toepassing is op persone wat op plase werk verrig in verband met die oprigting, onderhoud, herstel of verbou van—
 - (i) woonhuise teen 'n koste van minder as £1,000;
 - (ii) alle ander geboue, afgesien van koste, wat uitsluitlik vir boerderydoeleindes gebruik word nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Die Ooreenkoms tree in werking op die datum wat deur die Minister vasgestel word ooreenkomstig artikel agt-en-veertig van die Wet en bly van krag tot 3 Januarie 1956.

3. WOORDBEPALINGS.

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

„Wet", die Nywerheid-versoeningswet, 1937;

„vakleerling", 'n werknemer wat in diens is ooreenkomstig 'n skriftelike vakleerlingkontrak wat kragtens die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is;

„nywerheid" die bou- en monumentklipmesselnywerhede;

„bounywerheid" of „nywerheid", sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers verbonde is vir die oprig, voltooi, vernu, herstel, onderhou of verbou van geboue en bouwerke en/of maak van artikels wat by die oprig, voltooi, of verbou van geboue en bouwerke gebruik word hetsy die werk verrig, die materiaal berei of die vereiste artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit sluit alle werk in wat verrig of uitgevoer word deur persone daarin wat in die volgende vakke of onderafdelings daarvan werksaam is, buiten klerklike en administratiewe personeel.

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

messelwerk, konkreetwerk en die aanbring van konkreetblokke of plate, beseël van vloere en mure, steen-voegwerk, plaveiwerk, mosaïekwerk, sigwerk in leiklip, marmer en komposisie, rioolaanleg, leidek en lê van pandakke en sementkalfater van aardewerkrioolpype;

elektriese installasie, elektriese aanleg en bedrading en bybehorende werksaamhede;

verniss, vernis met 'n borsel of kussinkie en bespuiting met komposisie;

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

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/or building (also the cutting and building of ornamental, monumental and memorial stone work), concreting and the fixing and/or building of precast and/or artificial stone and/or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a Mall and Biax or similar type of portable spinners, flexible, cutting, finishing and other stone working machinery, other than stone polishing machinery, and sharpening of mason's 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 and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper-hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining, marbling and spraying.

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

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

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

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

woodworking, which includes carpentry, woodworking machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulating, woodlathing, composition ceiling and wall covering, plugging of walls, covering of wood work with metal, block and other flooring, including wood and cork, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

"Bloemfontein Area" means the area within a 15 mile radius from the General Post Office, Bloemfontein;

"Council" means the Industrial Council for the Building Industry (Bloemfontein), registered in terms of section nineteen of the Industrial Conciliation Act, 1937, as amended;

"country jobs" means all the jobs outside the Bloemfontein area as defined in clause 3;

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

"emergency work" means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with clause 8 of this Agreement;

"journeyman" means an employee who has completed a contract of apprenticeship under the Apprenticeship Act, or a contract of apprenticeship recognised by the Council in any one of the trades or subdivisions thereof enumerated in the Definition of "Building Industry" in clause 3 of this Agreement, or an employee who is over 21 years of age and in possession of a certificate recognised or issued by the Council enabling him to be employed on journeyman's work;

"journeyman's work" means employment in any one or more of the trades or subdivisions thereof enumerated in the definition of "Building Industry", or the activities respectively comprised thereunder, other than skilled and unskilled labourers.

"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) of clause 4 of this Agreement in respect of the work on which he is engaged;

skrynerwerk, die aanbring van alle houttoebehore en die vervaardiging van skrynerwerkartikels wat by die toebehore behoort, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het in die gebou, of bouwerk aangebring word of nie, en sluit in muurkaste, kombuiskeste of ander kombuis-toebehore wat 'n vaste deel van die gebou uitmaak.

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

klipmesselwerk, klipkap en of -bou (ook die kap en bou van sierklipwerk en monumentklipwerk en gedenksteenwerk), betonwerk en die plaas of bou van voorafgevoormde of kunsmatige klip of marmer, plaveiwerk mosaiekwerk, voegwerk, beteceling van vloere en mure, bediening van 'n „Mall and Biax" of dergelike draagbare skuurskyf, verselbare saag-, afwerk- en ander klipwerkmasjinerie behalwe klippoleermasjinerie, en skerpmaak van klippappersgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie;

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

skilderswerk, sierwerk, plakkerswerk, ruite insit, distemper, wit- en kleurkalk, beits, vernis, houtvlamwerk, marmerwerk en spuit;

pleisterwerk, modelleer, modelmaak, gietvorms maak, die gietstukke in die vorms maak, maak en aanbring van stukkopplafonne en veselpleister of ander komposisies, granoliet-, terazzo- en komposisievloere; komposisiemuurbedekking en poleer, bedien van 'n „Mall and Biax" of soortgelyke draagbare draaiskuurskyf, verselbare saagen afwerkmasjien; voorafgevoormde of kunsmatige klipwerk, betel van mure en vloere plaveiwerk en mosaiekwerk, metaallatjies aanbring, akoestiekspuitwerk en al die behandelings wat behoort by die voltooiing van plafonne en mure, hetsy die artikels wat gebruik word deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, loodswewerik, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, ventilasie, verwarming, warm- en kouewateraanleg, brandinstallasie en die vervaardiging en aanbring van alle metaalplaatwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrusting, die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstakaste, toonbanke, afskortings en binnetoebehore;

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

houtbewerking, dat dit insluit timmermanswerk, houtbewerking, masjinale houtbewerking, houtdraai, hout sny aanbring van dakyster, geluid- en akoestiek materiaal, kurk- en asbesisolasie, aanbring van houtlatjies, komposisieplafon en muurbedekking, muurproppe maak, houtwerk bedek met metaal, blokkies- en ander soort vloere, met inbegrip van hout en kurk, hetsy die artikel wat gebruik word deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie.

„gebied Bloemfontein" die gebied binne 'n afstand van 15 myl van die hoofposkantoor, Bloemfontein;

„Raad" die Nywerheidsraad vir die Bounywerheid (Bloemfontein), geregistreer kragtens artikel negentien van die Nywerheids-veroeningwet, 1937, soos gewysig;

„plattelandswerk", alle werk buite die gebied Bloemfontein soos bepaal in klousule 3;

„noodsaaklik dienste", alle werk wat noodsaaklik verrig moet word vir versekering van die gesondheid en veiligheid van die publiek of die voortsit van enige ander nywerheid, besigheid of onderneming;

„noodwerk", werk wat nie redelikerwys gedurende die ure soos voorgeskryf in of wat vasgestel kan word ingevolge klousule 8 van hierdie Ooreenkoms, verrig kan word nie;

„ambagsman", 'n werknemer wat 'n vakleerlingskapkontrak ingevolge die Vakleerlingskapwet of 'n ander vakleerlingskapkontrak wat deur die Raad erken word, voltooi het in enige van die vakke of onderafdelings van vakke wat in die omskrywing van „bounywerheid" in klousule 3 van hierdie Ooreenkoms voorkom, of 'n werknemer wat meer as 21 jaar oud is en 'n sertifikaat besit wat deur die Raad uitgereik of erken word wat hom in staat stel om vir 'n ambagsman se werk in diens te gaan;

„ambagsman se werk", diens in enige van die vakke of onderafdelings van vakke wat in die omskrywing van „bounywerheid" voorkom, of in die soorte werk wat in die onderskeie afdelings voorkom buiten geskoolde en ongeskoolde arbeiders;

„ambagsgesel", 'n werknemer wat 'n volle vakleerlingtermyn onder kontrak uitgedien het, maar wat deur die Raad nie bevoeg geag word om die loon voorgeskryf in subklousule (1) van klousule 4 van hierdie Ooreenkoms ten opsigte van die werk wat hy verrig, te verdien nie;

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

"structure" includes walls, boundary, garden and retaining walls, monuments, grave stones and cemetery memorials of all types;

"skilled labourer" means an employee engaged in any or all of the following classes of work: Driving mechanical vehicle, operating hoists, floor sand-papering machine, supervising solely unskilled labourers, scaffold erecting supervising concrete mixers or mortar mills or other similar machines, and who may in addition perform the work of an unskilled labourer;

"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 on any or all of the following:—

- (a) Digging or taking out stone or soil for foundations, trenches, drains, channels;
- (b) removing excavated stone and soil;
- (c) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand with shovels;
- (d) loading or unloading materials;
- (e) carrying mortar, bricks, stone, concrete or other materials;
- (f) cleaning used bricks;
- (g) filling of moulds in plasterers' modelling shops;
- (h) lime-washing and the use of tar or similar products on buildings and latrines occupied and used by natives and rough timber such as joints and underside of floors, provided, however, that lime-washing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;
- (i) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;
- (j) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under constant supervision of an artisan;
- (k) scaffold erecting under constant supervision of an artisan;
- (l) operating swing saws and stone polishing machinery (other than a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine) under the constant supervision of an artisan;
- (m) levelling concrete and operating a concrete vibrator under the constant supervision of an artisan;
- (n) cutting and threading of piping under the constant supervision of an artisan;
- (o) (i) removing plaster from steel or wood surfaces in new buildings prior to painting;
- (ii) washing down new galvanised surfaces with solutions provided brushes, blowlamps or paint removers are not used;
- (iii) removing rust and scale from iron or steel surfaces, provided no chemicals are used;
- (iv) cleaning down previously painted roofs including wirebrushing prior to repainting;
- (v) removing loose and flaking paint from gutters, downpipes, or other surfaces, provided a blow-lamp or paint remover is not used;
- (vi) assisting skilled artisans in the cleaning or washing down of any surfaces, provided that no tools ordinarily employed by painters are used or artisans' work is done by the unskilled labourer;
- (vii) scraping and rubbing down previously limewashed surfaces and not to include repairing of surfaces;
- (viii) sandpaper of a grade not finer than Oakey's No. Strong 2, or equivalent may be used for any of the above cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
- (p) assisting artisans wherever necessary, but not to perform skilled work;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 8;

"wet weather shelter" means a shelter constructed of weather proof materials in such manner, that the occupants will be kept dry and comfortable in any circumstances;

"working employer" or "partner" means any employer or any partner in a partnership who himself performs work similar to that carried out by employees in the industry;

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday and the annual holiday prescribed in this Agreement;

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

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

"bouwerk", sluit in mure, grens-, tuin- en stutmure, monumente, grafstene en grafgedenktekens van alle soorte;

"geskoolde arbeider", 'n werknemer wat enigeen of almal van die volgende doen: 'n Meganiese voertuig bestuur, hystoestelle en vloerskuurmasjiene bedien, slegs toesig oor ongeskoolde arbeiders hou, steiers oprig, toesig oor betonmengers of daghameulens of ander soortgelyke masjiene hou, en wat daarbenewens die werk van ongeskoolde arbeiders kan doen;

"geskikte slaapperiewe", 'n waterdigte skuiling wat behoorlik gesluit kan word, met 'n houtvloer en die nodige was- en saniteitsgeriewe;

"ongeskoolde arbeider", 'n werknemer wat enige of almal van die volgende werksaamhede verrig:—

- (a) Uitgraaf en/of uithaal van klippe of grond vir fondamente, slole, riole en kanale;
- (b) verwydering van uitgegraafde klippe en grond;
- (c) materiale inskep in of verwyder uit mortel- of betonmengmasjiene en met die hand of skop mortel of beton meng;
- (d) laai of aflaai van materiale;
- (e) dra van mortel, stene, klippe, beton of ander materiale;
- (f) skoonmaak van gebruikte bakstene;
- (g) modelvorms vul in modelleerwerksinkels van pleisterwerkers;
- (h) witkalk van en die gebruik van teer of soortgelyke produkte op geboue en latrines wat deur natuurlike gebruik word en ru-timmerhout soos dwarsbalke en onderkante van vloere; met dien verstande egter dat witkalk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne sestig dae na die voltooiing van 'n gebou, van hierdie woordbepaling uitgesluit is;
- (i) uitkeep en uitkap van mure en betonvloere vir geleidings, in beton- en steenwerk boor;
- (j) staalversterkingmiddels met draad bind of vasmaak en sny, buig en inmeekaarsit, sulke materiale oprig en in plek sit onder voortdurende toesig van 'n vakman;
- (k) steiers onder voortdurende toesig van 'n vakman oprig;
- (l) hangsaai en klippoleermasjiene (behalwe 'n Mall en Biax of soortgelyke masjiene van draagbare skuurskrif, verstelbare saag- en afwerkmasjiene) onder voortdurende toesig van 'n vakman bedien;
- (m) beton gelykmaak en 'n betondrilmasjiene onder voortdurende toesig van 'n vakman bedien;
- (n) draad in pype onder voortdurende toesig van 'n vakman sny;
- (o) (i) pleisterwerk van staal- of houtoppervlaktes in nuwe geboue verwyder voordat 'n aanvang met skilderwerk gemaak word;
- (ii) nuwe gegalvaniseerde oppervlaktes met oplossings afwas, mits geen borsels, soldeerlampe of verfverwydermiddels gebruik word nie;
- (iii) roes en skaal van yster- of staaloppervlaktes verwyder, mits geen chemikalieë gebruik word nie;
- (iv) voorheen geveerde dakke skoonmaak, ook met draadborsels, voordat dit weer geveer word;
- (v) los en half-afgeskilferde verf van geute, aflatpype of van ander oppervlaktes verwyder, mits geen soldeerlamp of verfverwydermiddel gebruik word nie;
- (vi) geskoolde vakmanne help met die skoonmaak of afwas van oppervlaktes, mits geen gereedskap gebruik word wat gewoonlik deur skilders gebruik word of vakmanswerk deur ongeskoolde arbeiders gedoen word nie;
- (vii) voorheen witgekalkte oppervlaktes afskraap en afvryf, maar dit sluit nie die herstel van oppervlaktes in nie;
- (viii) skuurpapier van 'n graad nie fyner as Oakey se Strong No. 2, of 'n gelykstaande, mag gebruik word vir enigeen van bogenoemde skoonmaakprosesse, maar geen borsels, behalwe skrob-borsels of draadborsels, mag gebruik word nie;

(p) vakmanne help waar dit nodig is, maar mag nie geskoolde werk doen nie.

"loon", die deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure wat in klousule 8 voorgeskryf word;

"natweerskuiling", 'n skuiling van weerbestande materiaal, op so'n manier gebou dat dit binne-in, in enige omstandighede droog en gerieflik bly;

"werkende werkgewer", of "vennoot" 'n werkgewer of vennoot in 'n vennootskap wat self werk verrig soos dié wat deur werknemers in die nywerheid gedoen word;

"werkdag", enige dag behalwe Saterdag, Sondag, Goede Vrydag, Paasmaandag en die jaarlikse vakansie wat in hierdie ooreenkoms voorgeskryf word;

"minderjarige", 'n werknemer in diens in 'n bedryf aangewys ingevolge die Wet op Vakleerlinge, 1944, gedurende die proeftydperk in daardie Wet voorgeskryf;

"dangerous work" means any work—

- (a) classified as dangerous in any statutory provincial or municipal law or regulation relating to the Industry and operative within a fifteen mile radius from the General Post Office, Bloemfontein;
- (b) performed in connection with underpinning and shoring;
- (c) performed in old sewers;

"Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up of graves.

4. WAGES.

(1) (a) Subject to the provisions of sub-clauses (1) (b), (2), (3) and (4) of this clause of this Agreement no employer shall pay to employees (other than apprentices) engaged on any of the classes of work specified in this Agreement, wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes:—

- (i) Unskilled labourers, as specified in clause 3 7½d. per hour. of this Agreement
- (ii) Skilled labourers, as specified in clause 3 1s. 7d. per hour. of this Agreement
- (iii) Journeyman in all trades (no person other than a journeyman or apprentice may be employed on journeyman's work without the prior consent of the Council) 3s. 8d. per hour.

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

(2) (a) An improver may, subject to paragraph (b) of this sub-clause, be allowed to work after conclusion of his period of apprenticeship, for six months at a wage if not less than 80 per cent of the wage laid down in sub-clause (1) of this clause for an employee in his trade.

(b) Permission to work at the lower wage referred to in paragraph (a) of this sub-clause shall be granted in writing solely in the discretion of the Council.

(3) *Payments for Work on Certain Days.*—Double the wages laid down in this clause shall be paid by an employer for all time worked on Sundays, Good Friday, Easter Monday and Christmas Day, until the usual starting time on the following day.

(4) *Dangerous Work.*—In addition to the minimum wage prescribed an employer shall pay to his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which such employee is engaged in performing dangerous work.

(5) Every employer who employs at least two persons entitled to wages at the rate provided for in sub-clause (1) (a) (iii) of this clause shall employ at least one skilled labourer.

(6) *Cost of Living Allowance.*—In addition to the wages payable under this Agreement to employees for whom wages are prescribed in section 4 (1) (a) (i), (ii) and (iii) the following cost of living allowance will be paid on each weekly pay-day calculated on the actual number of hours worked, exclusive of overtime:—

Employees under sub-clause (i) and (ii) of clause 4 (1) (a) the cost of living allowance prescribed in War Measure No. 43 of 1942, as amended:—

- (iii) Employees under clause 4 (1) (a) (iii), an allowance at the rate of 1s. 3d. per hour which shall be adjusted upwards or downwards at the rate of ¼d. per hour as each notch of 1·2 points is traversed by the retail price index figure, and any increase or decrease in the allowance in terms of these provisions shall come into effect as from the first pay-day after the publication of the census monthly press release statement reflecting the change in the index figure necessitating such increase or decrease.

For the purpose of this sub-clause—

- (a) "notch" means the completed stage of 1·2 points variation in the index figure upwards or downwards from 145·0, viz., upwards 146·2; 147·4, etc., and downwards 143·8, 142·6, etc., and
- (b) "retail price index figure" or "index figure" means the figure relating to food, fuel, light, rent and sundries for the City of Bloemfontein compared with "itself in 1938 and as published by the Director of Census and Statistics in the monthly Census press release Statement".

The cost of living allowance payable in terms of this sub-section shall include the allowances prescribed in War Measure No. 43 of 1942, as amended, provided that in cases where the allowance payable in terms of this sub-section are less than those prescribed in the said War Measure the latter allowance shall be paid.

5. RECORDS TO BE KEPT.

The time and wage records which are required to be kept in terms of section fifty-seven of the Act shall be kept written in a legible manner in ink.

"gevaarlike werk"—

- (a) werk as gevaarlik geklassifiseer in enige staats-, provinsiale of munisipale wette of regulasies met betrekking tot die bounywerheid wat van toepassing is binne 'n omtrek van vyftien myl van die hoofposkantoor, Bloemfontein;
- (b) werk wat verrig word in verband met stutwerk;
- (c) werk in ou riole;

"monumentklipmesselnywerheid", die nywerheid waarin werkgewers en werknemers verbind is vir die maak en/of oprig van grafstene of ander grafmonumente, en/of opbou van grafte.

4. LONE.

(1) (a) Onderworpe aan die bepalings van subklousule (1) (b), (2), (3) en (4) van hierdie klousule van die Ooreenskoms, mag geen lone teen laer skale as die volgende deur 'n werkgewer betaal of deur 'n werknemer (buiten 'n vakleerling) aangeneem word nie—

- (i) Ongeskoolde arbeiders soos omskryf in 7½d. per uur. klousule 3 van die ooreenskoms
- (ii) Geskoolde arbeiders soos omskryf in klousule 3 van die ooreenskoms 1s. 7d. per uur.
- (iii) Ambagsman in alle vakke (niemand behalwe 'n ambagsman of vakleerling mag sonder die Raad se toestemming vir vakmanswerk in diens geneem word nie) 3s. 8d. per uur.

(b) *Verskillende loonskale.*—'n Werknemer wat op enige dag twee of meer soorte werk verrig waarvoor verskillende lone betaalbaar is, moet vir die ure op sodanige dag gewerk, betaal word teen die hoër loon wat ingevolge paragraaf (a) van hierdie subklousule betaalbaar is.

(2) (a) Onderworpe aan paragraaf (b) van hierdie subklousule kan 'n ambagsgesel na voltooiing van sy vakleerlingtermyn vir ses maande betaal word teen minstens 80 persent van die loon wat in subklousule (1) van hierdie klousule vir 'n werknemer in sy vak bepaal is.

(b) Verlof om te werk teen die laer loon waarna in paragraaf (a) van hierdie subklousule verwys word, word skriftelik en slegs na goeddunke van die Raad verleë.

(3) *Besoldiging vir werk op sekere dae.*—Vir alle tyd wat op Sondag, Goede Vrydag, Paasmaandag en Kersdag voor die aanvang van die gewone werkure op die volgende dag gewerk word, moet 'n werkgewer dubbel die loon wat in hierdie klousule vasgestel is, betaal.

(4) *Gevaarlike werk.*—Benewens die voorgeskrewe minimum loon moet 'n werkgewer sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur waarin die werknemer gevaarlik werk verrig.

(5) Elke werkgewer wat minstens twee persone in diens het wat geregtig is op lone teen die skaal in subklousule (1) (a) (iii) van hierdie klousule voorgeskryf word, moet minstens een geskoolde arbeider in diens hê.

(6) *Lewenskostoelae.*—Benewens die lone ingevolge hierdie Ooreenskoms betaalbaar aan werknemers vir wie in artikels 4 (1) (a) (i), (ii) en (iii) lone voorgeskryf word, moet op elke weeklikse betaalingsdag die onderstaande lewenskostoelae bereken volgens die werklike getal werksure buiten oortyd, betaal word:—

Werknemers onder klousule 4 (1) (a) (i) en (ii), die lewenskostoelae wat voorgeskryf word deur Oorlogsmaatreël No. 43 van 1942, soos gewysig:—

- (iii) Werknemers wat onder klousule 4 (1) (a) (iii) val, 'n toelae van 1s. 3d. per uur wat teen die skaal van ¼d. per uur of meer of minder aangepas moet word vir elke kerf van 2·5 punte wat die kleinhandelprysindekssyfer oorskry en elke verhoging of verlaging van die toelae ooreenkomstig hierdie bepalings moet toegepas word van die eerste betaaldag na publikasie van die maandelikse persverklaring van die sensuskantoor waarin die verandering verskyn wat sodanige verhoging of verlaging nodig maak.

Vir die toepassing van hierdie subklousule beteken—

- (a) „kerf” 'n styging of daling van 'n volle 1·2 punte in die indekssyfer bo of benede 145 nl, styging tot 146·2, 147·4, ens., en daling na 143·8, 142·6, ens.;
- (b) „kleinhandelprysyfer” of „indekssyfer” die syfer met betrekking tot kos, brandstof, lig, huur en diverse in die munisipaliteit van Bloemfontein in vergelyking met dieselfde syfer in 1938 soos gepubliseer deur die Direkteur van Sensus en Statistiek in die maandelikse sensuspersverklaring.

Die lewenskostoelae wat in hierdie subklousule voorgeskryf word, moet die toelae insluit wat ingevolge Oorlogsmaatreël No. 43 van 1942 betaalbaar is, met dien verstande dat indien die toelae wat hierdie subklousule voorskryf minder is as die wat deur genoemde oorlogsmaatreël voorgeskryf word, laasgenoemde toelae betaal moet word.

5. REGISTERS WAT GEHOU MOET WORD.

Die tyd- en loonregisters wat ingevolge artikel sewe-en-vyftig van die Wet gehou moet word, moet leesbaar in ink geskryf word.

6. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

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

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

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

Employee's name.....		Week ending.....	
Name and address of employer.	Wages.....	hours at.....	
	C.O.L.A.....	hours at.....	
	Holiday.....	hours at.....	
	Overtime.....		
	Walking time.....	half	
	Country	miles at.....	
	Allowance.....	days at.....	
	TOTAL.....	£	
Less deductions—			
Benefit Fund.....			
Unemployment Insurance Fund.....			
Industrial Council Levy.....			
Holiday Fund.....			
AMOUNT ENCLOSED (CASH).....		£	
Voucher.....		enclosed	

(3) No deductions of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee:—

- Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in this Agreement, a pro rata amount for the period of such absence.
- With the written consent of the employee, deductions for sick benefit, pension funds or contributions to recreation funds or to a trade union which is a party to this Agreement.
- Contributions to the funds of the Council in terms of section 19 of this Agreement.
- Any amount paid by an employer, compelled by law, ordinance or legal process, to make payment on behalf of an employee.

7. COUNTRY JOBS.

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

- Where the employee is able to and does return to his home every day, return second class railway fare daily. Only time worked on a job shall be paid for.
- Where the employee is unable to return to his home daily—
 - 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;
 - suitable sleeping accommodation, in proximity to the place of work, or an allowance of 15s. per working day in lieu thereof;
 - an employee, if able to proceed to his home at the week-end and return by the ordinary starting time on Monday (or Tuesday, if Monday is a holiday in the Industry), shall be entitled to second class railway return fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken; wages shall not be payable in respect of any time spent in travelling during such week-ends.

6. BETALING VAN LONE, TOELAES EN OORTYD.

(1) Lone, oortyd betaling, toelaes en ander besoldiging moet elke week in kontant voor 4.45 op 'n Vrydagmiddag, of by diensbeëindiging as dit voor die werknemer se gewone betaaldag plaasvind, betaal word.

By Ooreenkoms tussen werkgewer en werknemer kan betaling egter voor Vrydag geskied, mits die werkgewer die Raad daarvan in kennis stel. Wanneer Vrydag 'n vakansiedag in die nywerheid is, moet betaling op die vorige Donderdag geskied. As 'n werkgewer ten tyde van diensbeëindiging versuim om hierdie subklousule na te kom, moet hy die betrokke werknemer alle loon, toelaes en ander besoldiging betaal vir elke werkuur of gedeelte daarvan van diensbeëindiging af totdat die finale betaling gedoen word.

(2) Lone, oortydbetaling, toelaes en ander besoldiging moet aan werknemers oorhandig word in verseëlde koeferte waarop die naam en adres van die werkgewer, die naam van die werknemer en 'n staat van die getal ure gewerk, oortyd, wettige aftrekkings en die ingeslote bedrag voorkom, soos volg:—

Naam van werknemer.....		Week geëindig.....	
Naam en adres van werkgewer	Loon.....	uur teen.....	
	L.K.T.....	uur teen.....	
	Vakansie.....	uur teen.....	
	Oortyd.....		
	Looptyd.....	halfmynl teen.....	
	Platteland- toelaes	dae teen.....	
	TOTAAL.....	£	
Minus aftrekkings—			
Bystandsfonds.....			
Werkloosheidsversekeringsfonds.....			
Heffing van Nywerheidsraad.....			
Vakansiefonds.....			
INGESLOTE BEDRAG (KONTANT)....		£	
Bewys.....		ingeslote	

(3) Slegs die volgende aftrekkings mag gemaak word van bedrae wat ingevolge hierdie Ooreenkoms aan werknemers betaalbaar is:—

- Wanneer 'n werknemer van die werk afwesig is, ook met verlof ter verlenging van die verloftydperk waarvoor in hierdie Ooreenkoms voorsiening gemaak word, 'n pro rata bedrag ten opsigte van die tydperk van afwesigheid;
- met die geskrewe toestemming van die werknemer, aftrekkings ten opsigte van siektebystand, pensioen of bydraes tot 'n ontpanningsklub of tot 'n vakvereniging wat 'n party is by hierdie Ooreenkoms;
- bydraes tot die fondse van die Raad ingevolge klousule 19 van hierdie Ooreenkoms;
- bedrae wat die werkgewer deur 'n wet, ordonnansie of hofuitspraak verplig is om namens die werknemer te betaal.

7. PLATTELANDSE WERK.

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

- In die geval van 'n werknemer wat daaglik huistoe kan gaan en dit ook werklik doen, daaglik 'n spoorweg-retoerkaartjie, tweede klas. Slegs vir die tyd wat werklik gewerk word, word betaal.
- In die geval van 'n werknemer wat nie daaglik huistoe kan gaan nie—
 - 'n spoorwegkaartjie, tweede klas, na en van die werk onderskeidelik aan die begin en by beëindiging van sodanige werk. Slegs vir tyd wat gedurende gewone werkeure gereis word, word betaal en wel teen die uurloon van die betrokke werknemer soos in klousule 4 bepaal;
 - 'n behoorlike slaapplek naby die werkplek of in plaas daarvan 'n toelaes van 15s. per werkdag;
 - 'n werknemer wat vir naweek huistoe kan gaan en op die gewone begintyd van die werk op Maandag (of Dinsdag as Maandag 'n vakansiedag in die nywerheid is) kan terug wees, is elke naweek geregtig op 'n spoorwegretoerkaartjie, tweede klas, maar ingeval die reis nie onderneem word nie, is geen toelaes in plaas van sodanige kaartjie betaalbaar nie en ten opsigte van tyd wat gedurende sodanige naweek gereis word, word geen toelaes betaal nie.

- (c) Notwithstanding anything contained in the above clause employers must at their own expense provide transport for employees to and from jobs situated outside the "Municipal Area, but inside the area defined as Bloemfontein Area".

8. DAYS AND HOURS OF WORK.

(1) Subject to the provisions of clause 9 no employer shall require or permit an employee other than an employee for whom wages are prescribed in sub-clauses (i) and (ii) of clause 4 (1) (a) to work, and no such employee shall work—

- (a) for more than 40 hours in any one week or for more than 8 hours in any one day during the period from the date of coming into operation of this Agreement to 31st December, 1955;
- (b) for more than 5 days in any one week—Mondays to Fridays;
- (c) on a Saturday, Sunday, Good Friday, Easter Monday or during the annual holiday period prescribed in clause 24 of this Agreement;
- (d) before 7 a.m. or after 5 p.m. during the period of coming into operation of this Agreement to 31st December, 1955;
- (e) between 12 noon and 1 p.m. on any day from Monday to Friday inclusive;
- (f) for longer than 5 hours without a break of at least one hour.

(2) Subject to the provisions of clause 9 no employer shall require or permit an employee, for whom wages are prescribed in sub-clauses (i) and (ii) of clause 4 (1) (a) to work and no such employee shall work—

- (a) for more than 46 hours in any one week or for more than 9 hours 12 minutes in any one day during the period from the date of coming into operation of this Agreement to 31st December, 1955;
- (b) for more than 5 days in any one week—Mondays to Fridays;
- (c) on a Saturday, Sunday, Good Friday, Easter Monday or during the annual holiday period prescribed in clause 24 of this Agreement;
- (d) subject to provisions of paragraph (a) of this sub-clause before 7 a.m. or after 5.36 p.m. during the period of coming into operation of this Agreement to 31st December, 1955;
- (e) between 12 noon and 1 p.m. on any day from Monday to Friday inclusive;
- (f) for longer than 5 hours without a break of at least one hour;
- (g) every employer shall display in his establishment in a place readily accessible to his employees a notice in the form prescribed in Appendix A of this Agreement specifying the starting and finishing time of work for each day of the week and the meal hour.

(3) All working employers and partners shall observe the provisions of sub-clauses (1) and (2).

(4) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the industry, whether for remuneration or not, on the days specified in clause 4 (3), during the holiday period referred to in clause 24, and outside of the ordinary hours of work prescribed in sub-clauses (1) and (2) of this clause, save that such employee may perform work for himself only.

9. OVERTIME.

(1) An employer shall not require or allow an employee to work overtime. Permission to work overtime on essential services shall first be obtained in writing by the employer from the Council except in cases of emergency, in which event the employer shall report same to the Local Committee of the Council in the area concerned, on the next ensuing working day.

(2) Any employee who is required to work any time outside the hours as prescribed in clause 8 of this Agreement, shall be paid at the rate of double his ordinary rate of wages for every hour or part of an hour.

10. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating an engagement with an employer, and any employer desirous of terminating the services of an employee shall give, in the case of carpenters or joiners, not less than two hours' notice, and in the case of other employees not less than one hour's notice, of such termination of employment to the employer or employee, as the case may be, provided that employment shall not in any case terminate before the finishing time prescribed in or as may be laid down in accordance with clause 8 of this Agreement.

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

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

(4) An employer may give an employee one or two hours pay in lieu of the notice to which the employee is entitled.

(5) An employee may pay to his employer one or two hours pay in lieu of the notice to which such employer is entitled.

- (c) Ondanks enigiets in bovermelde klousule vervat, moet werkgewers op eie koste voorsiening maak vir vervoer van werknemers na en van werkplekke wat buite die munisipale gebied maar binne die gebied omskryf as die „gebied Bloemfontein” geleë is.

8. WERKDAE EN -URE.

(1) Behoudens die bepalings van klousule 9 mag geen werkgewer 'n werknemer buiten een wie se loon in subklousules (i) en (ii) van klousule 4 (1) (a) voorgeskryf word, verplig of toelaat om te werk, en so'n werknemer mag ook nie werk—

- (a) vir meer as 40 uur per week of 8 uur per dag vandat hierdie Ooreenkoms in werking tree tot 31 Desember 1955;
- (b) vir meer as vyf dae per week, nl. Maandag tot Vrydag;
- (c) op 'n Saterdag, Sondag, Goeie-Vrydag, Paasmaandag, of gedurende die jaarlikse vakansie wat in klousule 24 van hierdie Ooreenkoms voorgeskryf word;
- (d) voor 7 vm. of na 5 nm. vandat hierdie Ooreenkoms in werking tree tot 31 Desember 1955;
- (e) tussen 12-uur en 1 nm. van Maandag tct en met Vrydag; of
- (f) vir meer as 5 uur sonder 'n pouse van minstens 1 uur nie.

(2) Behoudens die bepalings van klousule 9 mag geen werkgewer 'n werknemer verplig of toelaat om te werk, en vir wie lone in klousule 4 (1) (a) (i) en (ii) voorgeskryf word, so'n werknemer mag ook nie werk—

- (a) vir meer as 46 uur per week of 9 uur 12 minute per dag van die inwerkingtreding van hierdie Ooreenkoms tot 31 Desember 1955;
- (b) vir meer as vyf dae per week, d.w.s. van Maandag tot en met Vrydag;
- (c) op 'n Saterdag, Sondag, Goeie-Vrydag, Paasmaandag of gedurende die jaarlikse vakansie wat in klousule 24 van hierdie Ooreenkoms voorgeskryf word;
- (d) behoudens die bepalings van paragraaf (a) van hierdie subklousule, voor 7 vm. of na 5.36 nm. van die inwerkingtreding van hierdie Ooreenkoms tot 31 Desember 1955;
- (e) tussen 12-uur en 1 nm. van Maandag tot en met Vrydag;
- (f) vir meer as 5 uur sonder 'n pouse van minstens 'n uur nie.
- (g) Elke werkgewer moet in 'n toeganklike plek in sy inrigting 'n kennisgewing soos in aanhangsel A van hierdie Ooreenkoms voorgeskryf, vertoon waarop die werkure en etenspouse vir elke dag van die week aangegee word.

(3) Werkende werkgewers en vennote moet hulle hou by die bepalings van subklousules (1) en (2).

(4) Geen werknemer wat by 'n werkgewer in diens is mag op die dae wat in klousule 4 (3) genoem word, gedurende die jaarlikse vakansie wat in klousule 24 genoem word en buite die gewone werkure wat in subklousules (1) en (2) van hierdie klousules voorgeskryf word, of vir of sonder loon werk in die nywerheid aanvaar, onderneem of verrig nie, buiten vir homself.

9. OORTYD.

(1) Geen werkgewer mag 'n werknemer verplig of toelaat om oortyd te werk nie. Geskrewe toestemming om oortyd te werk op noodsaaklike dienste moet vooraf deur die werkgewer van die Raad verkry word, buiten in noodgevalle; dan moet die plaaslike komitee van die Raad in die betrokke gebied die volgende werkdag daarvan verwittig word.

(2) 'n Werknemer wat werk buite die ure wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word, moet tweemaal sy gewone loon betaal word vir elke uur of gedeelte van 'n uur.

10. DIENSBEEÏNDIGING.

(1) 'n Werknemer wat sy diens by 'n werkgewer wil beëindig en 'n werkgewer wat 'n werknemer se diens wil beëindig, moet in die geval van timmermans of skrynwerkers minstens twee uur en in die geval van ander werknemers minstens een uur kennis van diensopsegging gee; met dien verstande dat sodanige diens in geen geval voor die sluitingstyd soos voorgeskryf in of soos vasgestel kan word ingevolge klousule 8 van hierdie Ooreenkoms, mag eindig nie.

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

(3) Geen kennis van diensopsegging hoef gegee te word tensy die betrokke werknemer vir minstens drie agtereenvolgende dae vir dieselfde werkgewer gewerk het nie.

(4) 'n Werkgewer kan 'n werknemer een of twee uur se betaling gee in plaas van die kennisgewing waartoe hy geregtig is.

(5) 'n Werknemer mag sy werkgewer een of twee uur se loon betaal in plaas van die kennisgewing waartoe die werkgewer geregtig is.

11. STORAGE AND PROVISION OF TOOLS, ETC.

(1) A suitable place shall be provided by an employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops shall be insured by the employer against loss by fire.

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

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

(a) *Carpenters*.—All cramps, handscrews, glue brushes wrenches, crowbars, augurs and bits over 12 inches long and all hammers over 3 lb and all saws for cutting corrugated asbestos and other materials of a similar hardness.

(b) *Masons and Stonecutters*.—

- (i) Tools for working granite or hard stone and claws.
- (ii) suitable sheds for stone-cutters, the roof of which must not be less than 10 feet high. This rule shall not be applied to small jobs on building sites;
- (iii) an employee to sharpen all tools.

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

(d) *Plasterers*.—Daggaboard and stands of suitable height, rollers, straight edges and special granolithic tools.

(e) *Plumbers and Gasfitters*.—

- (i) Machines used in shop or on job.
 - (ii) Stake and riveting bars and drills of all sizes.
 - (iii) Screwing tackle, such as stock, dies, taps and ratchets.
 - (iv) Pipe cutting tools and vices.
 - (v) Special and heavy caulking irons and firepots.
 - (vi) Metal pots and large ladles.
 - (vii) Chisels, punches and wall pins over 9 inches in length.
 - (viii) Soldering irons and blow lamps.
 - (ix) Files and hacksaw blades.
 - (x) Mandrills over 2 inches in diameter.
 - (xi) Rivets sets from No. 12 rivet and over, and grooving tools.
 - (xii) Sheet metal workers' mallets and heavy dressers.
 - (xiii) Punches over $\frac{1}{4}$ (quarter) inch in diameter, hollow or solid.
 - (xiv) Wrenches and tongs over 12 inches in diameter.
- (f) *Electricians*.—Large files, blow lamps, draw vices, large chisels, saw blades and screw cutting tools.

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

Employers and employees shall observe the following rules:—

(1) *Plastering Modelling Shops*.—An employer shall provide that the filling of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than the standard rate of wages as laid down in this Agreement for journeyman.

(2) *Concrete Work*.—Every employer shall employ an employee at a rate of not less than 3s. 8d. per hour who shall be continuously employed whilst concrete is being placed in situ and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(3) (a) *Stone Work*.—Operators of stone turning and planning and of diamond and carborandum sawing machines shall be paid not less than the rate of wages as laid down in this Agreement for and who shall be recognised as building trade journeymen.

(b) Employees employed in fixing saw blades, setting stones ready for sawing and fixing and levelling all stones for polishing machines, shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

(c) Masons' bankers must not be less than 9 feet apart, and no dust shall be blown off from exhaust or other air during working hours.

(d) An employee shall not be required to use stone which has been worked by an employee who received wages at a lower rate than that prescribed in this Agreement for journeymen.

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

11. BEREPEK VIR EN VERSKAFING VAN GEREEDSKAP, ENS.

(1) Die werkgewer moet by alle werk voorsiening maak vir 'n behoorlike plek waar gereedskap agter slot gehou kan word. Hierdie bepaling is nie op klein werkies van toepassing nie. Dié werkgewer moet alle werknemers se gereedskap in werkwinkels teen brand verseker.

(2) Werkgewers moet slypstene vir die slyp van gereedskap verskaf. Ingeval op 'n werkplek geen slypstene verskaf word nie, moet timmermans en skrynwerkers voor diensbeëindiging voldoende tyd en geleentheid gegee word om hul gereedskap weer in goeie orde vir gebruik te bring.

(3) Werkgewers moet voorsiening maak vir die volgende: in die geval van—

(a) *Timmermans*, alle klemme, handskroewe, lymkwaste, skroefslutels, koevoete, houtbore en boorysters van langer as 12 duim en hamers swaarder as 3 lb en alle sae vir die saag van gegolfde asbesplate en ander materiaal van soortgelyke hardheid.

(b) *Klipmesselaars en klipkappers*.—

(i) gereedskap vir die bewerking van graniet of harde klip, en klouhamers;

(ii) behoorlike afdakke vir klipkappers, waarvan die dak minstens tien voet hoog moet wees—hierdie bepaling is nie op klein werkies op bouterreine van toepassing nie;

(iii) 'n werknemer om alle gereedskap skerp te maak;

(c) *Skilders en plakkers*, alle gereedskap behalwe stopverf-messe, stofbesems en plakkerskwaste en -skêre;

(d) *Pleistersaars*, mortelplanke en steiers van voldoende hoogte, rollers, reioute en spesiale gereedskap vir granoliet;

(e) *Loodgieters en gasaanlêers*.—

(i) masjiene wat in die werkplek of op die werk gebruik word;

(ii) handaambeelde en klinkhoute en boorysters van alle groottes;

(iii) draadsgnygereedskap soos snyblokke en tappe, ens.;

(iv) pypsniers en bankskroewe;

(v) spesiale en swaar kalfaterysters en vuurpotte;

(vi) smeltpotte en groot gietlepele;

(vii) beitels, deurslae en muurpenne van langer as 9 duim;

(viii) soldeerboute en blaaslampe;

(ix) vyle en metaalsaagblaaie;

(x) skroefspille van meer as 2 duim deursnee;

(xi) klinknaelstelle van klinknaels No. 12 en groter, en dryfbeitels;

(xii) metaalplaatwerkers se hamers en dryfhamers;

(xiii) deurslae van meer as $\frac{1}{4}$ (eenkwart) duim deursnee, hol of solied;

(xiv) skroefslutels en tange van meer as 12 duim deursnee.

(f) *Elektrisiërs*, groot vyle blaaslampe, spanskroewe, groot beitels, saagblaaie en skroefsgnygereedskap.

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

Werkgewers en werknemers moet onderstaande bepalinge nakom:—

(1) *Modelleerwerkwinkels en pleisterwerkers*.—'n Werkgewer moet sorg dra dat giet- of modelvorms gevul word onder behoorlike toesig van 'n werknemer wat betaal word teen minstens die standaard loonskaal vir vakmanne, soos in hierdie Ooreenkoms voorgeskryf.

(2) *Konkreetwerk*.—Elke werkgewer moet 'n werknemer wat voortdurend aanwesig moet wees terwyl konkreet in situ gestort word, aanstel teen 'n loonskaal van minstens 3s. 8d. per uur en dit is hierdie werknemer se uitsluitlike plig om toesig te hou oor ander persone wat hierdie klas werk verrig.

(3) (a) *Klipwerk*.—Bedieners van klipdraai- en -skaafmasjiene en van diamant- en karborundumsaagmasjiene moet betaal word teen minstens die loonskaal vir vakmanne soos by hierdie Ooreenkoms voorgeskryf en moet as vakmanne in die bounywerheid erken word.

(b) Werknemers wat saagblaaie set, klippe gereedstel om geaag te word en klippe vir die poleermasjiene gereedmaak en waterpas stel, moet betaal word teen minstens die standaard loonskaal vir vakmanne soos in hierdie Ooreenkoms voorgeskryf.

(c) Klipmesselaarkapstellasies moet minstens 9 voet van mekaar staan en gedurende die werkure mag geen stof met die uitblaaspyp of met ander lug weggeblaas word nie.

(d) 'n Werknemer kan nie verplig word om klip te gebruik wat bewerk is deur 'n werknemer wat 'n kleiner loon ontvang het as wat vir vakmanne in hierdie Ooreenkoms voorgeskryf word nie.

(e) Alle klipblokke moet in die werkgewer se werkplek of op die werk self bewerk word, maar mag alleen met behulp van slegs 'n splythamer by die klipbreekgat kleiner gemaak word. Indien die werkgewer se werkplek naby die klipbreekgat geleë is, moet dit op 'n veilige afstand van die klipbreekgat se werkfront geleë wees.

(4) *Scaffolding*.—An employer shall provide that all scaffolding be properly constructed of sound material and shall be erected by or under the supervision of a rigger or other employee, who shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

(a) *General*.

- (i) All poles are to be clean and all bark removed before using; all timber used shall be free from dangerous knots and other defects.
- (ii) All scaffold cords are to be not less than $\frac{1}{2}$ inch in diameter by 20 feet in length. Chain gear may be used.
- (iii) All wedges for the lashings are to be properly tapered and not less than 14 inches in length.
- (iv) No cleats may be used for supporting any member of the framing.
- (v) All wooden scaffold poles shall be lapped not less than 6 feet and have three lashings.
- (vi) In needle scaffold the needles shall be fixed on edge and shall be 9 inches by 3 inch deal or timber of equal strength. Needles shall be spaced not more than 6 feet apart with 9 inch by $1\frac{1}{2}$ inch flooring platforms. If 9 inch by 3 inch flooring is used, the needles may be spaced 10 feet apart which is to be the maximum spacing in any circumstances. The outside portion of the needles must be strengthened by brackets and struts. Needle scaffolds shall be provided with a strong and securely fixed guard rail.

(b) *Bricklayers Scaffold*.

- (i) The standards must not be less than 5 inches in diameter at base and must be fixed in earth or in barrels with a proper foundation at not more than 8 feet centres.
- (ii) The ledges must not be less than 5 inches in diameter based horizontally to standards at not more than 5 feet centres.
- (iii) The putlogs must not be less than 3 inches by $4\frac{1}{2}$ inches and of straight grained wood, not less than 5 feet in length fixed or wedged into walls at not more than 5 feet centres.
- (iv) Guard rails of not less than 9 inches by $1\frac{1}{2}$ inches deal boards are to be provided and lashed to the standards at a height of not more than 3 feet above the decking of scaffold over 15 feet above ground level.
- (v) Guard B board of 9 inches by $1\frac{1}{2}$ inches deal to be nailed as skirting to the standards close down to decking of scaffolding more than 15 feet above ground level.
- (vi) Platforms of decking are to be not less than three feet in width and constructed with 9 inches by $1\frac{1}{2}$ inches or 12 inches by $1\frac{1}{2}$ inches deal boards. All laps to be not less than 12 inches and evenly fixed over putlogs.
- (vii) All scaffolding of a greater height than 30 feet is to be diagonally braced. All bracing to be not less than 5 inches in diameter, lashed and wedged.

(c) *Trestle Scaffold*.—Trestle scaffold is not to be erected to a greater height than 16 feet internally or externally. Trestles to be fixed at not more than 8 feet centres with 9 inch by $1\frac{1}{2}$ inch decking.

(d) *Fan Scaffolding*.—Fan scaffolding constructed with 6 inch by 2 inch bearers to be fixed to standards, close boarded with 9 inch by $1\frac{1}{2}$ inch planks, projecting not less than 3 feet from the face of scaffolding. Strong wire mesh may be used in spaces required for lighting.

(e) *Roof Scaffolding*.—Planking must be provided for foothold on all sloping roofs.

(f) *Steel Scaffolding*.—Steel scaffolding shall be erected in conformity with manufactures' or suppliers' instructions.

(g) *Swing Scaffold*.—Shall be erected with girders which shall be fastened to the concrete slab with U bolts, fixed through the concrete slab with a steel plate fixed to the underside of the slab; the floor of the scaffold shall be of deal of not less than 9 inches by 3 inches which shall be bolted to the units, which shall be not more than 10 feet apart.

When no concrete slabs exist, the girders shall be bolted with steel bolts to the rafters of the roof.

Guard rails of not less than 9 inches by $1\frac{1}{2}$ inches deal boards are to be provided and lashed to the standards at a height of not more than 3 feet above the decking of scaffold over 15 feet above the ground level.

Guard boards of 9 inches by $1\frac{1}{2}$ inches deal to be nailed as skirting to the standards close down to decking of scaffold over 15 feet above ground level.

(4) *Steiers*.—Die werkgewer moet sorg dra dat alle steiers behoorlik uit goeie materiaal gemaak en opgerig word deur of onder toesig van 'n takelmeester of ander werknemer wat betaal word teen minstens die standaard loonskaal vir vakmanne soos in hierdie Ooreenkoms voorgeskryf word.

(a) *Algemeen*.

- (i) Alle pale moet skoon en alle bas verwyder wees voordat hulle gebruik word; hout wat gebruik word, mag geen gevaarlike kwaste of ander slegte plekke hê nie.
- (ii) Alle steierkoorde moet minstens 'n $\frac{1}{2}$ duim in deursnee en 20 voet lank wees. Kettinguitrusting mag gebruik word.
- (iii) Alle wie vir die vasbindplekke moet behoorlik spits toeloop en minstens 14 duim lank wees.
- (iv) Geen draagklosse mag vir ondersteuning van enige deel van die raamwerk gebruik word nie.
- (v) Alle houtsteierpale moet minstens 6 voet oormekaar lê en op drie plekke gebind wees.
- (vi) In stutbalksteiers moet die stutbalke op die rand vasgemaak en van 9 duim by 3 duim greinhout of timmer hout van gelyke sterkte wees. Stutbalke moet nie meer as 6 voet van mekaar wees nie, met 9 duim by $1\frac{1}{2}$ duim vloerplanke vir platforms. As 9 duim by 3 duim vloerplanke gebruik word, kan die stutbalke 10 voet van mekaar wees, wat onder alle omstandighede die maksimum afstand is. Die buitgedeelte van die stutbalke moet met klampe en stutte versterk wees. Stutbalksteiers moet voorsien wees van 'n sterk en veilig bevestigde leuning.

(b) *Messelaarsteiers*.

- (i) Die staanders moet van onder minstens 5 duim in deursnee wees en moet in die grond of in behoorlike gefundeerde vate en nie verder as 8 voet van middel tot middel van mekaar staan n.e.
- (ii) Die dwarsbalke moet minstens 5 duim in deursnee wees en op afstande van meer as 5 voet van middel tot middel horisontaal aan die staanders verbind word.
- (iii) Die kortelings moet minstens 3 duim by $4\frac{1}{2}$ duim en van hout met reguit draad van minstens 5 voet lank met tussenruimtes van hoogstens 5 voet van middel tot middel in die muur bevestig of vasgewig wees.
- (iv) Leunings van greinhout van minstens 9 duim by $1\frac{1}{2}$ duim moet verskaf en aan die staanders vasgewoel word op 'n afstand van hoogstens 3 voet bo die steierplatform indien hoër as 15 voet bo grondoppervlakte.
- (v) B-leuningborde van 9 duim by $1\frac{1}{2}$ duim greinhout moet as spatlys digby die steiervloer aan die staanders vasgespyker word indien hoër as 15 voet bo grondoppervlakte.
- (vi) Platforms of vloere moet minstens 3 voet breed en van greinhoutplanke van 9 duim by $1\frac{1}{2}$ duim of 12 duim by $1\frac{1}{2}$ duim gemaak wees. Alle oormekaarleggings moet minstens 12 duim en mooi gelyk oor die kortelings vasgemaak wees.
- (vii) Alle steierwerk van hoër as 30 voet moet diagonaal verspan word. Alle verspannings moet minstens 5 duim in deursnee wees en moet vasgewoel en vasgewig wees.

(c) *Boksteiers*.—Boksteiers mag nie binne of buite hoër as 16 voet wees nie. Bokke moet op afstande van hoogstens 8 voet van middel tot middel bevestig en moet vloerplanke van 9 duim by $1\frac{1}{2}$ duim wees.

(d) *Skermsteiers*.—Skermsteiers gemaak van draers van 6 duim by 2 duim moet vasgemaak word aan staanders, toegietimmer met planke van 9 duim by $1\frac{1}{2}$ duim, wat minstens 3 voet van die gebou-front af uitsteek. Sterk ogiesdraad kan gebruik word in plekke wat vir lig nodig is.

(e) *Daksteiers*.—Loopplanke moet op alle skuins dakke verskaf word.

(f) *Staalsteiers*.—Staalsteiers moet ooreenkomstig die fabrikant of leweransier se voorskrifte opgerig word.

(g) *Swaasteiers*.—Moet opgerig word met draagbalke wat deur middel van U-boute deur 'n betonblok vasgemaak is aan 'n staalplaat aan die onderkant van die betonblok; die vloer van die steier moet wees van greinhout, minstens 9 duim by 3 duim en moet met boutte vas wees aan die eenhede, wat hoogstens 10 voet uitmekaar moet wees.

Waar daar geen betonblokke is nie, moet die draagbalke met boutte aan die dakbalke vasgemaak word.

Leunings van greinhout, minstens 9 duim by $1\frac{1}{2}$ duim, moet aan die staanders vasgebund word, hoogstens 3 voet bokant die vloer van 'n steier wat meer as 15 voet bo die grond is.

Leuningplanke van greinhout, 9 duim by $1\frac{1}{2}$ duim, moet as spatlys vasgespyker word aan die staanders naby die vloer van die steier indien laaggenoemde meer as 15 voet bo die grond is.

- (5) *Concrete Mixers, Mortar Mills or Similar Machines.*—Every employer shall employ a skilled labour at a rate of not less than 1s. 7d. per hour for each concrete mixer, mortar mill or similar machine in use, who shall be continuously employed whilst concrete or mortar is being mixed or ground and it shall be the sole duty of this employee to supervise the operation of any machine used for this purpose.

13. 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.

14. LATRINES.

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

15. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at noon and in the afternoon. No employee may leave the position where he is working for tea in the morning or afternoon.

16. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner shall observe the working hours prescribed in or in terms of this Agreement.

17. ADMINISTRATION OF AGREEMENT.

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

18. EXEMPTIONS.

- (1) The Council may, in writing, grant exemptions to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.
- (2) The Council shall have the power to fix the period for and the conditions subject to which an exemption shall operate.
- (3) A licence of exemption under the signature of the Chairman and 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.
- (5) An employer shall observe the terms of any licence of exemption granted in accordance with the provisions of this clause.

19. EXPENSES OF THE COUNCIL.

- (1) For the purpose of meeting the expenses of the Council, each employer shall deduct 4d. per week from the earnings of each of his employees, other than apprentices, for whom wages are prescribed in clause 4 (1) (a) (iii) of this Agreement, provided that the provisions of this clause shall not apply in respect of any employee who has worked for the same employer for less than two days in any one week, and to the amount so deducted the employer shall contribute an equal amount.
- (2) Each employer shall pay an amount of 2d. per week in respect of each of his employees, other than apprentices, from whom wages are prescribed in sub-clause (i) and (ii) of clause 4 (1) (a) of this Agreement, provided that the provisions of this clause shall not apply in respect of any employee who has worked for the same employer for less than two days in any one week.
- (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 numbers of employees employed and their trades, be forwarded by the employer to the Secretary of the Council, P.O. Box 693, Bloemfontein, on or before the seventh day of each month, in respect of the previous month's dues.

20. NOTICE BOARD.

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

21. AGENTS.

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

- (5) *Konkreetmengmasjiene, mortelmeeles of soortgelyke masjiene.*—Vir elke konkreetmengmasjiene, mortelmeele of soortgelyke masjiene in gebruik moet elke werkgewer 'n geskoolde arbeider teen minstens 1s. 7d. per uur in diens neem wat voortdurend in diens moet bly terwyl konkreet of mortel gemeng of gemaal word, en hierdie werknemer se uitsluitlike werk is om toesig te hou oor die bediening van masjiene wat vir hierdie doeleindes gebruik word.

13. BESKUTTING TEEN NAT WEER.

Werkgewers moet op elke terrein waar bouwerk uitgevoer word, voorsiening maak vir behoorlike beskutting waar die werknemers tydens nat weer kan skuil.

14. LATRINES.

Behoorlike sanitasiegeriewe moet op alle werkplekke afsonderlik vir blankes en nie-blankes verskaf word.

15. VERVERSINGS.

Elke werkgewer moet sorg dra dat daar 'n persoon is wat vir sy werknemers tee maak in die voormiddag om twaalfuur en in die namiddag. Geen werknemer mag die pick waar hy in die voormiddag of namiddag werk, verlaat om tee te drink nie.

16. WERKENDE WERKGEWER OF VENNOOT.

Werkende werkgewers en/of vennote moet die werkure wat kragtens hierdie Ooreenkoms voorgeskryf is of voorgeskryf kan word, nakom.

17. TOEPASSING VAN DIE OOREENKOMS.

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

18. VRYSTELLINGS.

- (1) Die Raad kan om enige goeie en voldoende rede aan enige persoon of persone skriftelike vrystelling van enige van die bepalings van hierdie Ooreenskoms verleen.
- (2) Die Raad het die bevoegdheid om die tydperk waarvoor en die voorwaarders waarop 'n vrystelling van krag is, vas te stel.
- (3) Aan elke vrygestelde persoon moet 'n vrystellingsertifikaat wat deur die voorsitter en sekretaris van die Raad onderteken is, uitgereik word. 'n Vrystellingsertifikaat is nie geldig buite die gebied waarvoor dit uitgereik is nie.
- (4) Die Raad kan te enige tyd in die loop van die tydperk waarvoor 'n vrystellingsertifikaat uitgereik is, dit wysig of terugtrek.
- (5) 'n Werkgewer moet die bepalings van 'n vrystellingsertifikaat wat uitgereik is ingevolge die bepalings van hierdie klousule, nakom.

19. UITGAWES VAN DIE RAAD.

- (1) Ten einde in die uitgawes van die Raad te voorsien, moet elke werkgewer van die loon van elke van sy werknemers, behalwe vakleerlinge, wie se lone in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms vasgestel is, 4d. per week afrek; met dien verstande dat die bepalings van hierdie klousule nie op werknemers wat in enige week minder as twee dae by dieselfde werkgewer gewerk het van toepassing is nie. By die bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg.
- (2) Elke werkgewer moet 2d. per week betaal ten opsigte van elke werknemer, buiten 'n vakleerling, vir wie lone in subklousules (i) en (ii) van klousule 4 (i) (a) van hierdie Ooreenkoms voorgeskryf word; met dien verstande dat hierdie klousule nie geld vir 'n werknemer wat minder as twee dae in 'n gegewe week vir dieselfde werknemer gewerk het nie.
- (3) Alle bedrae wat ooreenkomstig die bepalings van subklousules (i) en (ii) van hierdie klousule betaalbaar is, tesaam met 'n staat wat die getal werknemers in diens en hul ambagte aantoon, moet deur die werkgewer ten opsigte van die vorige maand se verskuldigde bedrae voor of op die sewende dag van elke maand aan die sekretaris van die Raad opgestuur word.

20. KENNISGEWINGBORDE

Elke werkgewer en alle werkgewers wat in vennootskap werk moet, waar ook al bouwerksaamhede deur hom of hulle uitgevoer word en op 'n vir die publiek toeganklike plek, 'n kennisgewingbord vertoon wat die volle naam en besigheidsadres van die werkgewer of vennootskap vermeld.

21. AGENTE.

Die Raad moet bepaalde persone aanstel om te help by die toepassings van die bepalings van hierdie Ooreenkoms, en elke werkgewer of werknemer in die nywerheid is verplig om sulke persone toe te laat om navrae te doen en boeke of dokumente te ondersoek, nagelang dit nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

22. ENGAGEMENT OF EMPLOYEES.

(1) (a) No member of the trade unions shall accept employment with any employer who is not a member of the employers' organisation.

(b) No member of the employers' organisation shall employ any employee who is not a member of the trade unions.

(2) Proof of membership of the trade unions shall be the production of a current working card issued by the Council, which card must be produced by the employee when applying for work and demanded by the employer.

(3) The provisions of this clause shall not apply where membership to a party to this Council has in the opinion of the Council been refused without reasonable cause, provided further that 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 unions concerned to become a member of it, the provisions of this section shall immediately come into operation.

23. EMPLOYMENT OF JUVENILES.

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

24. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Every employee shall be granted a period of leave in respect of each year as set out in sub-clause (3) hereof.

(2) Christmas Day and New Year's day falling within such leave period shall be paid holidays.

(3) No work shall be performed in the industry during the periods stated hereunder:—

1952-1953: Between 5 p.m., 12 December, 1952, and 7 a.m., 5 January, 1953.

1953-1954: Between 5 p.m., 11 December, 1953, and 7 a.m., 4 January, 1954.

1954-1955: Between 5 p.m., 11 December, 1954, and 7 a.m., 4 January, 1955.

1955-1956: Between 5 p.m., 10 December, 1955, and 7 a.m., 3 January, 1956.

(4) No employer shall require any employee to and no employee or working employer shall perform any work during the holiday period prescribed in sub-clause (3).

(5) In addition to the annual leave and public holidays referred to in sub-clauses (1) and (2), employees shall be granted two further public holidays, namely Easter Monday and Good Friday.

(6) Annual leave and public holidays due to an employee shall be paid for in accordance with the provisions of sub-clause (7).

(7) Each employer shall—

(a) pay weekly to the Council on behalf of each employee employed by him for whom wages are prescribed in paragraph (iii) of clause 4 (1) (a) an amount of 4d. per hour worked by such employee other than overtime or time worked on Sundays or the public holidays referred to in sub-clauses (3) and (5) of this clause during each week;

(b) pay weekly to the Council during each week on behalf of each skilled labourer an amount of 1d. per hour worked by such skilled labourers other than overtime or time worked on Saturdays, Sundays, or the public holidays referred to in this Agreement, provided that fractions of 1s. in the total amount shall be paid to the skilled labourer with his weekly remuneration;

(c) pay to each apprentice in his employ on the last pay-day prior to the commencement of the holiday period, three weeks' pay, and to pay to each apprentice who is required to work on Good Friday or Easter Monday not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to his ordinary weekly remuneration;

(d) pay to each unskilled labourer in his employ on the last pay-day prior to the commencement of the holiday period 1s. 9d. in respect of each week worked by that employee during the year referred to in sub-clause (1) provided that in the case of employees whose contracts of service are terminated prior to such pay-day, the employer shall on termination of the contract pay to the employees concerned an amount equal to 1s. 9d. for each week worked for such employer and provided further that in the case of employees whose contracts of service are terminated between the end of the holiday period prescribed in sub-clause (3) and the next holiday period the employer shall pay an amount equal to 1s. 9d. for every week worked during that period.

(8) At the request of the employee the amounts which are to be paid to the Council in terms of sub-clause (7) (a) and (b) may be increased by a deduction from his wages.

(9) The amount paid to the Council in terms of sub-clause (7) 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". The Council shall issue to employers stamps for all amounts so paid.

22. INDIENSNEMING VAN WERKNEMERS.

(1) (a) Geen lid van 'n vakvereniging mag in diens gaan by 'n werkgever wat nie lid is van die werkgeversorganisasie nie.

(b) Geen lid van die werkgeversorganisasie mag 'n werknemer in diens neem wat nie lid van die vakvereniging is nie.

(2) Bewys van lidmaatskap bestaan uit die vertoon van 'n geldige werkkartaat wat deur die Raad uitgereik is en wat deur die werknemer by aansoek om werk vertoon en deur die werkgever vereis moet word.

(3) Die bepaling van hierdie klousule is nie van toepassing as lidmaatskap van 'n party by hierdie Raad na die mening van die Raad sonder redelike oorsaak geweier is; met dien verstande dat die bepaling van hierdie artikel nie gedurende die eerste jaar van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing is nie; met dien verstande verder dat as die immigrant te enige tyd na die eerste drie maande wat hy in die nywerheid begin werk het, weier om op versoek van die betrokke vakvereniging lid daarvan te word, die bepaling van hierdie artikel onmiddellik in werking tree.

23. IN DIENS NEEM VAN JEUGDIGES.

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

24. JAARLIKSE VERLOF EN PUBLIEKE VAKANSIEDAE.

(1) Elke werknemer moet ten opsigte van elke jaar 'n tydperk van verlof soos in subklousule (3) hiervan uiteengesit, toegestaan word.

(2) Indien Kersdag en Nuwejaarsdag wat binne sulke verlof val, is hulle betaalde vakansiedae.

(3) Gedurende die volgende tydperk mag geen werk in die nywerheid verrig word nie:—

1952-1953: Tussen 5 nm., 12 Desember 1952 en 7 vm., 5 Januarie 1953.

1953-1954: Tussen 5 nm., 11 Desember 1953 en 7 vm., 4 Januarie 1954.

1954-1955: Tussen 5 nm., 11 Desember 1954 en 7 vm., 4 Januarie 1955.

1955-1956: Tussen 5 nm., 10 Desember 1955 en 7 vm., 3 Januarie 1956.

(4) Geen werkgever kan van 'n werknemer vereis om gedurende die verloftydperk soos voorgeskryf in subklousule (3), werk te verrig nie en geen werknemer of werkende werkgever mag gedurende daardie tydperk werk verrig nie.

(5) Benewens die jaarlikse verlof en openbare vakansiedae waarna in subklousule (1) en (2) verwys word, moet nog twee openbare vakansiedae aan werknemers toegestaan word, nl. Paasmaandag en Goeie-Vrydag.

(6) Vir jaarlikse verlof en openbare vakansiedae wat aan 'n werknemer verskuldig is, moet ooreenkomstig die bepaling van subklousule (7) betaal word.

(7) Elke werkgever moet—

(a) namens elke werknemer in diens vir wie in paragraaf (iii) van klousule 4 (i) (a) lone voorgeskryf word, weekliks aan die Raad 4d. betaal vir elke uur wat die werknemer in die week gewerk het, behalwe as oortyd of werk wat verrig is op Sondae of op die openbare vakansiedae waarna in subklousules (3) en (5) van hierdie klousule verwys word;

(b) namens elke geskoolde arbeider weekliks aan die Raad 'n bedrag van 1d. betaal vir elke uur wat die arbeider gewerk het, behalwe as oortyd of werk wat verrig is op Saterdae, Sondae, of die openbare vakansiedae waarna in hierdie Ooreenkoms verwys word; met dien verstande dat breuke van 1s. van die totale bedrag saam met sy weeklikse besoldiging aan die geskoolde arbeider betaal moet word;

(c) aan elke vakleerling in sy diens op die laaste betaaldag voor die aanvang van die verloftydperk, drie weke se loon betaal en aan elke vakleerling wat op Goeie-Vrydag of Paasmaandag moet werk, benewens sy gewone weeklikse besoldiging minstens sy gewone loon ten opsigte van die totale tydperk op sodanige dag gewerk, betaal;

(d) aan elke ongeskoolde arbeider in sy diens op die laaste betaaldag voor die aanvang van die verloftydperk 1s. 9d. betaal ten opsigte van elke week deur dié werknemer gewerk gedurende die jaar genoem in subklousule (1); met dien verstande dat in die geval van werknemers wie se dienskontrakte voor sodanige betaaldag eindig, die werkgever by beëindiging van die kontrak aan die betrokke werknemer 1s. 9d. moet betaal vir elke week wat hy vir hom gewerk het; en voorts met dien verstande dat in die geval van 'n werknemer wie se dienskontrak eindig tussen die einde van die verloftydperk wat in subklousule (3) voorgeskryf word en die volgende verlof tydperk, die werkgever hom 1s. 9d. moet betaal vir elke week wat gedurende daardie tydperk gewerk is.

(8) Op versoek van die werknemer kan die bedrae wat ingevolge subklousules 7 (a) en (b) aan die Raad betaal moet word, met 'n korting van sy loon verhoog word.

(9) Die bedrae wat ingevolge subklousule (7) betaal word, moet ten behoeve van die betrokke werknemers deur die Raad bewaar en gestort word in 'n fonds wat bekend staan as die „Bounywerheidvakansiefonds". Die Raad moet aan werkgevers seëls uitreik vir sulke bedrae.

(10) The employer shall, in respect of the amounts to be paid by him to the Council in terms of sub-clause (7) (a) and (b) issue to each of the employees concerned on each pay-day, stamps cancelled by him with his name and the date, to the value of such contributions and deductions, and each employee shall affix such stamps in a contribution book to be obtained from the Secretary of 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. per book shall be made to the employee.

(11) The stamps referred to in sub-clause (10) 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.

(12) As early as possible prior to the beginning of the holiday period prescribed in sub-clause (3), 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 question 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 and no order or authority for payment to any other person will be recognised.

(13) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (10) of this clause unless such stamps are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of the six-calendar months from the date of the commencement of the holiday period.

(14) 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 (12) of this clause. In the case of the death of an employee the amount due to him from the aforesaid fund shall be paid into his estate on his contribution book being lodged with the Council.

(15) 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 expenses of administering the fund.

(16) The contribution books and stamps issued to employees are not transferable and cannot 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 funds of the Council.

25. SICK LEAVE—LABOURERS.

An employer shall grant to his employee who has completed one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, one day's leave for each completed month in his employ, and shall pay him in respect of each such day pay calculated at one-fifth of his weekly wage which he was receiving before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the illness or injury in respect of each period of absence for which payment is claimed; provided further that failure to produce such certificate on request shall absolve the employer from making any payment in respect of such absence.

26. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment a legible copy of the Agreement, in both official languages, and in a conspicuous place where it is readily accessible to his employees.

27. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of three miles, but within a radius of eight miles from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of 3d. for every half mile or portion of half mile of the distance beyond such three miles radius. The allowance shall be payable for both ways daily.

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

(3) Any time occupied by an employee in proceeding to or from work, shall be outside the ordinary working hours as prescribed in clause 8.

(4) An employer shall pay any employee, entitled to walking time and/or transport allowances same weekly.

(10) Die werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousules (7) (a) en (b) aan die Raad betaal, aan elk van die betrokke werknemers, op elke betaaldag seëls ter waarde van die bydraes en kortings uitreik wat deur hom geroeier is met sy naam en die datum, en elke werknemer moet die seëls in 'n bydraeboekie wat van die sekretaris van die Raad verkrygbaar is, plak en die boekie behou.

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

Die werknemer moet 1s. per boekie betaal.

(11) Die seëls wat in subklousule (10) genoem word, moet deur die werkgewer van die Raad verkry word en die werkgewer moet te alle tye 'n toereikende reserwevoorraad aanhou; met dien verstande dat die werkgewer van die Raad terugbetaling kan verkry vir ongebruikte seëls.

(12) Elke werknemer moet sy bydraeboekie so vroeg moontlik voor die aanvang van die verloftydperk wat in subklousule (3) voorgeskryf word, by die sekretaris van die Raad inruil vir 'n kwitansiokaart en die Raad moet die bedrag wat aan die werknemer verskuldig is, vasstel volgens die waarde van die seëls in sy bydraeboekie en die betrokke bedrag aan die werknemer betaal voor of op die dag voor die aanvang van die verloftydperk. Betaling moet per tjek op naam van die werknemer geskied en geen order of magtiging vir betaling aan 'n ander persoon sal erken word nie.

(13) Die Raad is nie vir betaling van seëls wat ingevolge subklousule (10) van hierdie klousule aan werknemers uitgereik is, aanspreeklik nie, tensy sulke seëls in 'n bydraeboekie wat van die Raad verkry is, geplak is en sodanige bydraeboekie by die Raad ingedien is voor verloop van ses kalendermaande van die aanvang van die verloftydperk.

(14) Geen werknemer kan voor die datum genoem in subklousule (12) van hierdie klousule betaling van die waarde van seëls wat deur hom ontvang is, van die Raad eis nie. Ingeval van die afsterwe van 'n werknemer moet die bedrag aan hom, verskuldig uit voornoemde fondse aan sy boedel uitbetaal word nadat sy bydraeboekie by die Raad ingedien is.

(15) Bedrae wat die Raad op krediet van die Bounywerheid-vakansiefonds hou, kan van tyd tot tyd deur die Raad op vaste deposito of op lopende rekening by 'n bank of bougenootskap belê word en die rente op sulke beleggings is die uitsluitende eiendom van die Raad as vergoeding vir die administrasie van die fonds. Geen werkgewer of werknemer het enige aanspraak op sodanige rente nie en is ook nie aanspreeklik vir enige bydrae tot die uitgawes in verband met die administrasie van die fonds nie.

(16) Die bydraeboekies en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en kan ook nie verpand word nie. Die Raad kan tot voordeel van die Fonds beslag lê op seëls wat op 'n ander wyse as ingevolge hierdie Ooreenkoms verkry is.

25. SIEKTEVERLOF.—ARBEIDERS.

'n Werkgewer moet aan sy werknemer wat een maand diens by hom voltooi het en van sy werk afwesig is weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, een dag verlof vir elke volle maand diens by hom toestaan en hom ten opsigte van elke sodanige dag een vyfde betaal van die weekloon wat hy voor die aanvang van die verlof ontvang het; met dien verstande dat die werkgewer 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is en wat die aard en duur aantoon van die siekte of ongeval ten opsigte van die tydperk van afwesigheid waarvoor betaling geëis word, kan eis; en voorts met dien verstande dat versuim om dié sertifikaat op versoek te vertoon, die werkgewer vrystel van betaling ten opsigte van die afwesigheid.

26. VERTOON VAN OOREENKOMS.

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

27. STAPTYD EN VERVOER.

(1) Wanneer 'n werk in die gebied waarvoor hierdie Ooreenkoms geld buite 'n omtrek van drie myl, maar binne 'n omtrek van agt myl van die hoofposkantoor van die dorp waar die werkgewer sy hoofkantoor het, geleë is, moet die werkgewer aan elke werknemer wat by daardie werk in diens is, 'n toelae van drie pennies vir elke halfmyl of gedeelte van 'n halfmyl van die afstand buite die drie-myl-omtrek betaal. Die toelae is daagliks vir beide rigtings betaalbaar.

(2) 'n Werkgewer kan in plaas van bostaande, behoorlike vervoer in albei rigtings verskaf of betaal vir vervoer oor genoemde afstand soos in subklousule (1) voorgeskryf.

(3) Alle tyd wat 'n werknemer nodig het om na en van die werk te stap, word nie as deel van die gewone werkure gereken nie.

(4) 'n Werknemer wat op staptyd- of vervoertoelae geregtig is, moet die toelae weekliks ontvang.

28. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer shall within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after such date shall within one month of commencement of operations by him forward to the Secretary of the Industrial Council for the Building Industry, Bloemfontein, the following particulars, which shall be in writing and signed by the employer:—

- Full name (where the business is a company or partnership, the full name of the responsible manager and/or partners to be furnished).
- Address where the business is carried on and the residential addresses of the persons referred to in sub-section (1) (a) of this section.
- Trade or trades carried on by him in the Industry.
- Names of his employees and occupation in which they are employed.

(2) Where the employer is a partnership, information in accordance with sub-section (1) of this section regarding each of the partners as well as the title under which the partnership operates shall be furnished.

(3) Written notification shall be sent to the Industrial Council by every employer of any alteration in respect of any details supplied in terms of sub-section (1) of this section and such notification shall be given within fourteen days of such alterations.

29. BASIS OF PAYMENT.

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done will be at the rate prescribed for the operation or operations performed, and will not be based upon the technical skill or qualification of the employee concerned.

30. PROHIBITED EMPLOYMENT.

Notwithstanding anything to the contrary in this Agreement, no provisions which prohibits the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration and observe such conditions as if such engagement of employment had not been prohibited.

31. ORGANISATION FACILITIES.

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

32. LABOUR ONLY CONTRACT.

No employer shall give out work on a labour only contract basis.

No employee shall perform work on such basis.

33. INCENTIVE BONUS WORK.

(1) The giving out by employers or the performance by employees of work on a piece-work basis is prohibited.

For the purpose of this clause "piece-work" shall mean any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work.

(2) Notwithstanding the provisions of sub-clause (1) of this clause it shall be permissible, by mutual agreement between any individual employer and his employees, to introduce and to operate a system of incentive payments, provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clause 4, 9 and 24 of this Agreement, and provided further, that the other provisions of this Agreement are adhered to in every respect. Any dispute arising out of the operation of the sub-clause may be submitted by either party to the Council for decision.

Signed at Bloemfontein, on behalf of the Council, on this the 10th day of May, 1952.

H. J. EDELING,
Chairman of the Council.

T. DAVIDSON,
Vice-Chairman of the Council.

H. K. ARCHER,
Secretary of the Council.

APPENDIX A.

NOTICE REQUIRED UNDER SECTION 8 (2) (g) OF THE INDUSTRIAL COUNCIL AGREEMENT.

Day.	Starting Time.	Finishing Time.	Meal Hour.
Mondays.....	— a.m.	— p.m.	— p.m. to — p.m.
Tuesdays.....	— a.m.	— p.m.	— p.m. to — p.m.
Wednesdays.....	— a.m.	— p.m.	— p.m. to — p.m.
Thursdays.....	— a.m.	— p.m.	— p.m. to — p.m.
Fridays.....	— a.m.	— p.m.	— p.m. to — p.m.
Saturdays.....	— a.m.	— p.m.	— p.m. to — p.m.
Forenoon break...	— a.m.	— p.m.	
Afternoon break...	— a.m.	— p.m.	

28. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer moet binne 'n maand na die inwerking-treding van hierdie Ooreenkoms, en elke werkgewer wat daarna tot die nywerheid toetree moet binne 'n maand na sy toetreding onderstaande besonderhede, geskrewe en deur hom onderteken, aan die sekretaris van die Nywerheidsraad vir die Bounywerheid, Bloemfontein, stuur:—

- Volle naam (waar besigheid 'n maatskappy of vennootskap is, die volle naam van die verantwoordelike bestuurder en/of vennote);
- adres van besigheid en woonadres van persone wat in subklousule (1) (a) genoem word;
- ambag/te wat hy in die nywerheid verrig;
- name van werknemers en aard van hulle werk.

(2) Waar die werkgewer 'n vennootskap is moet inligting volgens subklousule (1) aangaande elke vennoot verskaf word, asook die naam waarvolgens die vennootskap bekend staan.

(3) Werkgewers moet die nywerheidsraad binne 14 dae skriftelik in kennis stel van alle veranderinge in die besonderhede wat ingevolge subklousule (1) van hierdie klousule verstrek is.

29. BASIS VAN BETALING.

Wat ook al in hierdie Ooreenkoms mag voorkom, moet vir alle werk betaal word teen die tarief wat vir die betrokke werk voorgeskryf word en nie volgens die tegniese vaardigheid of kwalifikasies van die werknemer nie.

30. VERBODE INDIENSNEMING.

Wat ook al in hierdie Ooreenkoms mag voorkom, word 'n werkgewer nie deur 'n verbod op die indiensneming van 'n werknemer vir 'n gegewe soort werk of op sekere voorwaardes onthef van sy verpligting om die loon- en ander voorwaardes na te kom wat hy sou moes nagekom het as die indiensneming nie verbode was nie, en hy moet voortgaan om die voorwaardes na te kom asof die indiensneming nie verbode is nie.

31. ORGANISEERGERIEWE.

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

32. KONTRAK VIR ARBEID ALLEEN.

Geen werkgewer mag werk op 'n basis van kontrak vir arbeid alleen uitgee nie. Geen werknemer mag werk op daardie basis verrig nie.

33. AANSPORINGSBONUSSE.

(1) Werkgewers word verbied om stukwerk uit te gee en werknemers verbied om dit te verrig.

Vir die toepassing van hierdie klousule beteken "stukwerk" enige stelsel waarvolgens 'n werknemer se minimum loon bereken word suiwer volgens die hoeveelheid of omvang werk verrig, afgesien van die tyd wat daaraan bestee word.

(2) Nieteenstaande subklousule (1) van hierdie klousule mag 'n werkgewer by Ooreenkoms met sy werknemers 'n aansporingsbonusstelsel invoer; met dien verstande dat die loon en ander geldelike voordele van werknemers nie weens so 'n stelsel mag daal benede die peil wat in klousules 4, 9 en 24 van hierdie Ooreenkoms voorgeskryf word nie en met dien verstande verder dat die ander bepalinge van die Ooreenkoms in elke opsig nagekom word. Geskille oor die toepassing van hierdie subklousule kan deur albei partye na die Raad verwys word vir beslegting.

Op Bloemfontein onderteken namens die partye by die Raad op hede die 10de dag van Mei 1952.

H. J. EDELING,
Voorsitter van die Raad.

T. DAVIDSON,
Ondervoorsitter van die Raad.

H. K. ARCHER,
Sekretaris van die Raad.

AANHANGSEL A.

KENNISGEWING VEREIS INGEVOLGE KLOUSULE 8 (2) (g) VAN DIE NYWERHEIDSRaadOOREENKOMS.

Dag.	Begin tyd.	Sluitingstyd.	Etenspouse.
Maandag.....	— vm.	— nm.	— nm. tot — nm.
Dinsdag.....	— vm.	— nm.	— nm. tot — nm.
Woensdag.....	— vm.	— nm.	— nm. tot — nm.
Donderdag.....	— vm.	— nm.	— nm. tot — nm.
Vrydag.....	— vm.	— nm.	— nm. tot — nm.
Saterdag.....	— vm.	— nm.	— nm. tot — nm.
Oggendpouse.....	— vm.	— nm.	
Middagpouse.....	— vm.	— nm.	

* No. 2824.]

[5 December 1952.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.**

**BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, BLOEMFONTEIN.**

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the agreement and notice relating to the Building and Monumental Masonry Industries, Bloemfontein, published under Government Notice No. 2823 of 5th December, 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. 2824.]

[5 Desember 1952.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.**

**BOU- EN MONUMENTKLIPMESSSELNYWERHEID,
BLOEMFONTEIN.**

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid, Bloemfontein, bekendgemaak by Goewermentskennisgewing No. 2823 van 5 Desember 1952, vir die persone wie se werkure 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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Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsverteenwoordigers het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid