



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1441.] [3 Julie 1953.
NYWERHEIDVERSOENINGSWET, 1937.

BOUNYWERHEID, DURBAN.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Bounywerheid betrekking het, vanaf die 10de dag van Julie 1953, en vir die tydperk wat eindig op die 9de dag van Julie 1956, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie verenigings;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in genoemde Ooreenkoms met uitsondering van klousules 2, 25, 26 en 27, vanaf die 10de dag van Julie 1953, en vir die tydperk wat eindig op die 9de dag van Julie 1956, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die Magistraatsdistrikte Durban, Pinetown en Inanda maar met uitsondering van enige gebied wat buite 'n omtrek van 17 myl van die Hoofposkantoor, Durban, val; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in genoemde Ooreenkoms met uitsondering van klousules 2, 9 (3), 18, 19, 25, 26 en 27, vanaf die 10de dag van Julie 1953, en vir die tydperk wat eindig op die 9de dag van Julie 1956, in die Magistraatsdistrikte Durban, Pinetown en Inanda, maar met uitsondering van enige gebied wat buite 'n omtrek 17 myl van die Hoofposkantoor, Durban, val, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde Nywerheid wat nie by die woordoms krywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1441.] [3 July 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, DURBAN.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry shall be binding from the 10th day of July, 1953, and for the period ending the 9th day of July, 1956, upon the employers' organisation and trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement excluding clauses 2, 25, 26 and 27, shall be binding from the 10th day of July, 1953, and for the period ending the 9th day of July, 1956, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Durban, Pinetown and Inanda, but excluding any area falling outside a radius of 17 miles from the General Post Office, Durban; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban, Pinetown and Inanda, but excluding any area falling outside a radius of 17 miles from the General Post Office, Durban, and from the 10th day of July, 1953, and for the period ending the 9th day of July, 1956, the provisions contained in the said Agreement excluding clauses 2, 9 (3), 18, 19, 25, 26 and 27, shall *mutatis mutandis* apply in respect of such persons 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.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(DURBAN).

OOREENKOMS

ingevolge die bepalinge van die Nywerheid-versoeningswet, 1937, gesluit tussen die

Master Builders' and Allied Trades Association, Durban,

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

Amalgamated Society of Woodworkers,
Amalgamated Union of Building Trade Workers of South Africa,
Operative Plasterers' Trade Union of South Africa,
South Africa Operative Masons' Society.

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

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

1. TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die Magistraats-distrikte Durban, Pinetown en Inanda, maar uitgesonderd 'n gebied buitekant 'n omvang van 17 myl vanaf die Hoofposkantoor, Durban, nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat lede van die werkgewersorganisasie is; met dien verstande dat—

- die bepalinge op vakleerlinge van toepassing is slegs vir sover hulle nie met die Wet op Vakleerlinge, 1944, soos gewysig, of enige voorwaardes ingevolge daarvan vasgestel, strydig is nie;
- dit slegs geld vir kwekelinge in sover hulle nie met die bepalinge van die Wet op die Opleiding van Ambagsmanne, No. 38 van 1951, of enige voorwaardes daarkragtens vasgestel, strydig is nie;
- dit geld vir leerlinge kragtens Proklamasie No. 8 van 1946, slegs wat betref die Vakansiefonds se bepalinge in hierdie Ooreenkoms, waarvoor die bydraes, soos vasgestel in Goewermentskennigewing No. 671 van 28 Maart 1947, of enige wysiging daarvan, beskou sal word as bydraes kragtens hierdie Ooreenkoms;
- dit nie van toepassing sal wees op klerklike werknemers of werknemers betrokke in administratiewe werk, of lede van die administratiewe personeel nie, en verder met dien verstande dat klousules 8 (1) tot en met (4), 11 en 15 nie van toepassing sal wees op werkers vir wie lone in klousule 4 (1) (a), (b), (c) (ii) en (f) vasgestel is nie.

2. GELDIGHEID VAN OOREENKOMS.

Die Ooreenkoms tree in werking op die datum wat deur die Minister vasgestel word ooreenkomstig klousule agt-en-veertig van die Wet en bly van krag vir 'n tydperk van drie jaar vanaf die datum waarop dit bekendgemaak is, of vir sodanige ander tydperk deur die Minister bepaal.

3. WOORDBEPALINGE.

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „agent”, 'n persoon benoem deur die Raad kragtens die bepalinge van klousule twee-en-sestig (6) van die Nywerheid-versoeningswet, 1937;
- „vakleerling”, 'n werknemer wat in diens is ooreenkomstig 'n skriftelike vakleerlingkontrak wat kragtens die bepalinge van die Wet op Vakleerlinge, 1944, geregistreer is;
- „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 werk of die bedrading van geboue of installering van ligte, verhitting of ander vaste elektriese installasie, of die herstel of instandhou van hysbakke in geboue;

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 oppervlakke, hetsy met of sonder gebruik van teer, macadam bitumen of 'n ander soort soliede of half-soliede asfalt, mastiek, of geëmulsiëerde asfalt of bitumen, hetsy warm of koud op sodanige dakke, vloere of kelders of fondamente aangebring;

SCHEDULE.

INDUSTRIAL COUNCIL OF THE BUILDING
INDUSTRY, DURBAN.

AGREEMENT

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

Master Builders' and Allied Trades Association, Durban (hereinafter referred to as the “employers” or the “employers' organisation”), of the one part, and the

Amalgamated Society of Woodworkers;
Amalgamated Union of Building Trade Workers of South Africa;
Operative Plasterers' Trade Union of South Africa;
South African Operative Masons' Society;

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

being the parties to the Industrial Council of the Building Industry, Durban.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed in the Material Districts of Durban, Pinetown and Inanda, but excluding any area falling outside a radius of 17 miles from the General Post Office, Durban, by all employers and employees in the Building Industry who are members of the employers' organisation or any of the trade unions; provided that they shall

- apply to apprentices only in so far as they are inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any conditions prescribed thereunder;
- apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, No. 38 of 1951, or any conditions prescribed thereunder;
- apply to learners in terms of Proclamation No. 8 of 1946 only to the extent of the Holiday Fund provisions in the Agreement for which purpose the payments laid down in Government Notice No. 671 of the 28th March, 1947, or any amendment thereto, shall be deemed to be contributions under this Agreement;
- not apply to clerical employees or to employees engaged in administrative duties or to any member of administrative staff;

and provided further that clause 8 (1) to (4) inclusive, 11 and 15 shall not apply to employees for whom wages are prescribed in clause 4 (1) (a), (b), (c) (ii) and (f).

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-two of the Act and shall remain in force for a period of three years from the date of publication hereof, or for such other period as the Minister may determine.

3. DEFINITIONS.

Any term used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, any reference to an Act shall include any amendment thereof, further, unless inconsistent with the context—

- “Act” means the Industrial Conciliation Act, 1937;
- “agent” means a person appointed by the Council in terms of the provisions of section sixty-two (6) of the Industrial Conciliation Act, 1937;
- “apprentice” means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944;
- “Building Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere and shall include all work executed or carried out by persons therein, who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs nor the wiring of installation in buildings of lighting, heating or other permanent fixtures and the installation, maintenance and repair of lifts in buildings:—

Asphalting, which includes covering floors, flat and sloping roofs, water proofing or damp proofing basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed 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;

messelwerk, betonwerk en die aanbring van betonblokke of plate, bedoel van vloere en mure, steenvoegwerk, plaveiwerk, mosaïekwerk, sigwerk in leiklip, marmer en komposisie, rioolaanleg, leidek en lê van pandakke en sementkalfater van aardewerkriooltype;

betonwerk, wat insluit toesighou oor beton, aanbring in situ, en gelykmaking van die oppervlakte daarvan;

verniss, ook verniss met 'n borsel en bespuiting met komposisie;

glasering, ook die sny en aanbring van alle soorte glas of soortgelyke produkte in paneellyste in hout- of metaaldeure, -vensters en -rame of dergelyke plekke, en al die werksaamhede wat daarmee gepaard gaan;

skrynwerk, die aanbring van alle boutoebehoere en die vervaardiging van skrynwerkartikels wat by die toebehoere 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, kombuiske of ander kombuistoebehoere wat 'n vaste deel van die gebou uitmaak;

ligte, vervaardiging en/of aanbring van glas-in-lood en/of ander metale, en reklame-tekens (uitgesonderd die elektriese toebehoere wat daarmee saamgaan), en die glasering wat daarmee gepaard gaan;

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 kunstige klip of marmer, plaveiwerk, mosaïekwerk, voegwerk, betoëling van vloere en mure, bediening van 'n „Mall and Biax” of dergelyke draagbare skuurskyf, verstelbare saag-, afwerk- en ander klipwerkmasjinerie behalwe klippoleermasjinerie, en skerpmak 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, metaalvenster-rame, 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 verniss, 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, verstelbare saag en afwerkmasjien, voorafgevoormde of kunstmatige klipwerk, betoëling van mure en vloere plaveiwerk en mosaïekwerk, metaallatjies aanbring, akoestiekspuiwerk 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, ook hardsoldeer- en sweiswerk, grasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfaatwerk, ventilasie, verwarming, warm- en kouewateraanleg, brandinstallasie en die vervaardig en aanbring van alle metaalplaatwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het in die gebou of bouwerk aangebring word of nie;

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

staalversterking, wat insluit toesighou oor die buig, aanbring en installering van staal;

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, ook skrynwerk, paneellaagwerk en die polys en skuurpapierbewerking daarvan, houtmasjienwerk, draai, snywerk, aanbring van sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlatwerk, komposisievloer- en muurbedekking, mure boor en muurproppe insit, bedekking van hout met metaal, blokkies en ander vloere, met inbegrip van hout, linoleum, rubberkomposisie, vloerbekleding of kurk op 'n asfaltgrondslag, asook die skuurpapierbewerking daarvan, bediening van 'n Mall- en Biax of soortgelyke tipe draagbare draaiskuurskyf of buigbare sny-, afwerk- en poleermasjien, betonbekisting en/of voorbereiding van vorms of malle vir beton, of dit in die gebou of bouwerk aangebring word deur die persoon wat dit gemaak of voorberei het of nie, met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se hoofbesigheid onder die kommersiële distribusiebedryf ressorteer, nie by hierdie woordbepaling ingesluit word wanneer die lê van die linoleum met die verskaffing daarvan gepaard gaan en nie deel vorm van die rekstrekkse koste vir die koper nie;

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 pipes.

concrete work, which includes the supervision of concrete being placed *in situ* and levelling the surfaces thereof;

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

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

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

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

masonry, which includes stone cutting and building (also the cutting and building of ornaments and monumental stonework), concreting and the fixing or building of of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a mall and biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery other than stone polishing machinery, and sharpening of 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, builder's smith work, metal frames and metal stairs and architectural metal work, together with the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying, signwriting and wall decoration;

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, terazzo 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 and spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;

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

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

steel reinforcing, which includes supervising the bending, placing and fixing in position of steel;

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

"raad", die Nywerheidsraad vir die Bounywerheid (Durban), registreer ingevolge klousule *negentien* van die Nywerheids-
versoeningswet, 1937;

"noodwerk", sonder om die gewone betekenis van die uitdruk-
king te beperk, sluit in werk wat nie tydens die gewone werke-
ure, soos vervat in klousule 9 (1), verrig kan word nie, en
noodsaaklik is om die gesondheid, of veiligheid van die
publiek te verseker, of die voortsit van 'n nywerheid, besig-
heid of onderneming, of enige werk wat as gevolg van oor-
sake soos brand, storms, watersnood, teenspoed of geweld-
pleging, sonder versuim verrig moet word;

"ongeskoolde arbeid", 'n werknemer wat een of meer van die
volgende werksaamhede verrig:—

- (i) uitgraaf of uithaal van klip of grond vir fondamente,
vore, riole en kanale;
- (ii) verwyder van uitgegraafde klip of grond;
- (iii) materiaal in dagha- of betonmengmasjiene ingooi of
daaruit verwyder, en dagha of beton met skopgrawe
meng;
- (iv) materiaal op- en aflaai;
- (v) dagha, stene, klip, beton of ander materiaal dra;
- (vi) gebruikte stene skoonmaak;
- (vii) afwit en die gebruik van teer of soortgelyke produkte
aan geboue of latrines wat deur natuurlike gebesig
word, en growwe hout soos dwarsbalke en die onder-
kant van vloere;
- (viii) uitbeitel en sny van mure en betonvloere vir pype, en
boor van beton;
- (ix) staalversterkings met draad vasbind en sulke verster-
kings onder voortdurende toesig van 'n ambagsman
sny, buig, aanmeekaarsit, oprig en vassit;
- (x) steiers oprig onder voortdurende toesig van 'n bevoegde
persoon soos omskryf in klousule 12 (I);
- (xi) klippoleermasjiene (uitgesonderd 'n Mall- en Biax- of
soortgelyke draagbare draaiskuurskyf of buigbare sny-
en afwerkmasjiene) onder voortdurende toesig van 'n
ambagsman bedien;
- (xii) beton gelykmaak onder toesig soos omskryf in klou-
sule 12 (1);
- (xiii) skroefdraad in pype sny onder toesig van 'n ambags-
man;
- (xiv) indien nodig, hulp verleen aan vakmanne, uitgesonderd
die verrigting van geskoolde werk;

"werkjong", 'n werknemer wat voortdurend of oofsaaklik in
een of meer van die volgende werksaamhede besig is:—

- (1) Bedien van 'n skuurpapiermasjiene of draaiskuurskyf op
vloere;
- (2) bedien van 'n hystoestel, beton- of daghamengmasjiene,
of soortgelyke masjiene;

"oortyd", beteken die volle tyd waarin werk verrig is, bo die ure
vasgestel in klousule 9 (1);

"stukwerk", 'n stelsel waarkragtens 'n werknemer se verdienste
geheel of gedeeltelik gebaseer word op die hoeveelheid werk
wat hy doen; afgesien van die tyd daaraan gewy;

"bouwerk" sluit in mure, grens-, tuin- en stutmure, asook
monumente;

"geskikte slaapplek", 'n waterdigte skuiling wat dig gesluit
kan word, met 'n houtvloer en die nodige was- en sanitêre
geriewe;

"taakwerk" beteken enige werkstelsel waarkragtens die mini-
mum hoeveelheid werk wat binne 'n spesifieke tydperk verrig
moet word, as 'n voorwaarde van die lone in klousule 4
vasgestel is;

"leerling", 'n werknemer wat 'n kursus loop kragtens die
bepalinge van die Wet op die Opleiding van Ambagsmanne,
No. 38 van 1951;

"loon", die deel van die besoldiging wat in kontant aan 'n
werknemer betaalbaar is ten opsigte van die gewone werkure,
voorgeskryf in klousule 9 (1);

"werkende werkgever", of "vennoot", 'n werkgever of ven-
noot in 'n vennootskap wat self werk verrig soos dié wat
deur werknemers in die nywerheid gedoen word.

4. LONE.

(1) Onderworpe aan die bepalinge van subklousules (2), (3), (4)
en (5) van hierdie klousule, mag geen lone teen laer skale as
die volgende deur 'n werkgever betaal of deur 'n werknemer
aangeneem word nie:—

	Per uur.
(a) Ongeskoolde arbeiders	s. d. 0 8½
(b) Bestuurders van meganiese voertuie met 'n dra- vermoë—	
tot en met 3 ton	1 8
bo 3 ton tot en met 5 ton	1 9½
bo 5 ton tot en met 7 ton	2 1
bo 7 ton, ingesluit stoomwaens	2 7
(c) Bedieners—	
(i) bediener van 'n skuurpapiermasjiene en 'n draaiskuurskyf op vloere	2 0
(ii) bediener van 'n hystoestel, beton- of dagha- mengmasjiene, of 'n soortgelyke masjiene	1 0

"casual labourer" means a labourer who is employed by the
same employer on not more than four consecutive workin
days in any week;

"Council" means the Industrial Council of the Buildin
Industry, Durban, registered in terms of section *nineteen*
the Act;

"emergency work", without limiting the ordinary meaning
the term, shall include any work which cannot be perform
within the ordinary hours of work, prescribed in clause 9 (1)
and which is necessary to ensure the health or safety
the public or the carrying on of any other industry, busine
or undertaking, or any work which, owing to causes suc
as fire, storm, flood, accident or act of violence, must
performed without delay;

"labourer" means an employee who is employed in any
all of the following operations, viz:—

- (i) Digging or taking out stone or soil for foundation
trenches, drains and channels;
- (ii) removing excavated stone and soil;
- (iii) shovelling materials into or removing them fro
mortar or concrete mixing machines and mixi
mortar or concrete by hand with shovels;
- (iv) loading or unloading materials;
- (v) carrying mortar, bricks, stone, concrete or oth
materials;
- (vi) cleaning used bricks;
- (vii) lime-washing and the use of tar or similar produc
on buildings and latrines occupied and to be used b
natives and/or rough timber such as joists and unde
side of floors;
- (viii) chasing and cutting of walls and concrete floors fo
conduits, and drilling concrete;
- (ix) binding or tying with wire, steel reinforcing materia
and cutting, bending and assembling, erecting an
fixing such materials under supervision;
- (x) scaffold erecting under the constant supervision of
competent person referred to in clause 12 (4);
- (xi) operating stone polishing machinery (other than a ma
and biax or similar type of portable spinner, flexibl
cutting and finishing machine) under the supervisio
of an artisan;
- (xii) levelling concrete under supervision as described i
clause 12 (1);
- (xiii) threading of piping under the supervision of a
artisan;
- (xiv) assisting artisans wherever necessary, but not t
perform skilled work;

"operative" means an employee who is wholly or mainl
engaged in one or more of the following operations:—

- (1) Operating a sandpapering or spinning machine o
flooring;
- (2) operating a hoist, concrete or mortar mixer or an
similar machine;

"overtime" means all time worked in excess of the hou
prescribed in clause 9 (1);

"piece-work" means any system of work under which th
minimum wage to which an employee is entitled is calculate
solely on the quantity or output of work done irrespectiv
of the time spent on such work;

"structure" includes walls, boundary and garden wall
retaining walls and monuments;

"suitable sleeping accommodation" means a waterproc
shelter capable of being securely locked, with a woode
floor and the necessary washing and lavatory accommoda
tion;

"task-work" means any system of work under which th
minimum quantity or output of work to be done in
specified time is fixed as a condition of the wages prescribe
in clause 4;

"trainee" means an employee serving a period of trainin
in terms of the provisions of the Training of Artisans Ac
No. 38 of 1951;

"wage" means that portion of the remuneration payable t
an employee in respect of the ordinary hours of wor
prescribed in clause 9 (1);

"working employer" means any employer or partner in
partnership who himself performs work similar to tha
carried out by employees in the Industry.

4. WAGES.

(1) Subject to the provisions of sub-clauses (2), (3), (4) and (5)
of this clause, no employer shall pay, and no employee shall
accept, wages at rates lower than the following:—

	Per Hour s. d.
(a) Labourers	0 8
(b) Drivers of mechanical vehicles with a carrying capacity—	
up to and including 3 tons	1 8
over 3 tons up to and including 5 tons	1 9
over 5 tons up to and including 7 tons	2 1
over 7 tons, including steam wagons	2 7
(c) Operatives—	
(i) operator of a sandpapering and spinning machine on floor	2 0
(ii) operator of a hoist, concrete or mortar mixer or any similar machine	1 0

Per
uur.
s. d.

Per
Hour.
s. d.

(d) Minderjariges—

gedurende die proeftyd toegestaan kragtens die Wet op Vakleerlinge, 1944, die loon daarin vervat vir eerstejarige vakleerlinge.

(e) Werknemers in alle ander werk, uitgesonderd vakleerlinge ... 3 9

(f) Los werknemer ... 0 9

(2) *Verskillende loonskale.*—'n Werknemer wat op enige dag nger as één uur, gemiddeld, twee of meer soorte werk verrig, daarvoor verskillende lone betaalbaar is, soos vervat in subklousule (1) van hierdie klousule, moet betaal word teen die oër of hoogste loon vir al die ure wat hy op daardie dag swerk het.

(3) *Besoldiging vir skofwerk.*—'n Werknemer wat enige skofwerk verrig, uitgesonderd die gewone werkure soos vervat in klousule 9 (1), moet betaal word teen die loon vasgestel in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas, lus 10 per cent.

(4) *Besoldiging vir gevaarlike werk.*—Benewens die loon vasgestel in subklousule (1) van hierdie klousule, moet 'n werknemer ie minder as 10 persent van sodanige loon betaal word nie ten psigte van elke uur of gedeelte van 'n uur waarin hy gevaarlike werk verrig.

Vir die doel van hierdie subklousule beteken „gevaarlike werk” enige werk—

(a) beskou as gevaarlik in enige statuut, provinsiale ordonnansie, munisipale regulasies of enige verordening ten opsigte van die Bounywerheid en van toepassing in enige gebied waarin sodanige werk verrig word;

(b) verrig in 'n gebou of bouwerk (uitgesonderd 'n nuwe gebou of bouwerk tydens oprigting) op of van 'n bewegende steier, bootsmanstoel of op 'n dak of skuifleeër, op 'n hoogte van meer as 30 voet van die grondoppervlakte, in verband met die vernuwing, verandering, reparasie of onderhoud van sodanige gebou of bouwerk, asook die oprig van illuminasies of die ophang van vlae;

(c) verrig aan 'n selfstandige skoorsteen of staalpyl op 'n hoogte van meer as 30 voet bokant die grondoppervlakte;

(d) verrig in ou riole.

(5) *Opskorting van werk weens ongunstige weer.*—'n Werkwerwer mag die werk van 'n werknemer opskort weens ongunstige weer en sal nie vir die betaling van lone, lewenskostetoelae, of ydraes tot die vakansiefonds tydens sodanige opskorting aanpreeklik wees nie.

5. LEWENSKOSTETOELAE.

(1) 'n Werkgewer moet aan elkeen van sy werknemers vir wie one in klousule 4 (1) (e) voorgeskryf is, 'n lewenskostetoelae van s. 6d. per uur betaal, bo en behalwe sodanige loon, met dien erstande dat (a) sodanige lewenskostetoelae onderhewig sal wees an 'n outomatiese hersiening met ingang vanaf die 1ste dag van ulie, of elke jaar waarin hierdie Ooreenkoms van krag is, en erhoging of vermindering sal ondergaan, na gelang van omstanighede, met één pennie per uur vir elke voltooië 20 punte vaarvolgens die maandelikse gemiddelde van die kleinhandelprysndekssyfer vir voedsel, brandstof, ligte, huur en diverse, soos ekendgemaak deur die Direkteur van Sensus en Statistiek in die naandelikse persverklarings ten opsigte van Durban, vergeleke laarmee in 1938, vir die vooratgaande twaalf maande, eindigende 1 Maart, meer of minder as die syfer 1760 is.

(2) Ingeval die lewenskostetoelae, betaalbaar kragtens hierdie subklousule, daal tot 3d. per uur of nog laer, moet 'n bedrag an 3d. bygevoeg word tot die basiese loon, en indien daarna 'n ewenskostetoelae van meer as 3d. per uur betaalbaar is, moet lie bedrag daarvan met 3d. per uur verminder word.

(3) Die lewenskostetoelae vervat in hierdie klousule, is betaalbaar slegs ten opsigte van gewone werkure.

6. VERBOD OP STUKWERK EN TAAKWERK.

(1) Die uitgee van stukwerk deur werkgewers en die verrigting laarvan deur werknemers is verbode, ook enige betalingstelsel waarvolgens die werknemer se verdienste geheel of gedeeltelik ifhang van die hoeveelheid werk wat hy doen. Hierdie klousule s van toepassing selfs waar die werknemer 'n klein gedeelte van die nodige materiaal of installasie verskaf.

(2) Nieteenstaande subklousule (1) en onderworpe aan die voorwaarde dat geen werknemer minder betaal mag word as waartoe y ingevolge klousules 4, 9 en 22 of 'n ander ooreenkoms tussen die partye geregtig is nie, kan 'n werkgewer, 'n werknemer se besoldiging baseer op die hoeveelheid werk wat hy doen, met dien verstande dat so 'n stelsel slegs in die vorm van 'n aansporingstelsel toegelaat word waarvan die voorwaardes vasgestel is soos i subklousules (3) en (4) voorgeskryf word, met dien verstande erder dat vakleerlinge nie aan 'n aansporingstelsel mag deelneem e.

(d) Minors—

during the probationary period allowed under the Apprenticeship Act, 1944, the rate laid down for first-year apprentices.

(e) Employees in all other trades, excluding apprentices ... 3 9

(f) Casual labourer ... 0 9

(2) *Differential Wage.*—An employee who on any day performs, for longer than one hour, in the aggregate, two or more classes of work, for which different rates of wages are prescribed in sub-clause (1) of this clause, shall be paid at the rate of the higher or highest wage for all the hours worked on that day.

(3) *Payment for Shift Work.*—An employee working any shift, other than the ordinary hours of work prescribed in clause 9 (1), shall be paid at the rate of the wage prescribed in sub-clause (1) of this clause for an employee of his class plus 10 per cent.

(4) *Payment for Dangerous Work.*—In addition to the wage prescribed in sub-clause (1) of this clause, an employee shall be paid not less than 10 per cent of such wage in respect of each hour or part of an hour during which he is engaged in performing dangerous work.

For the purpose of this sub-clause “dangerous work” means any work—

(a) classified as dangerous in any statute, provincial ordinance, municipal by-laws or in any regulations relating to the Building Industry and operative in any area in which such work is performed;

(b) performed on a building or structure (other than a new building or structure in course of erection) on or from a swinging scaffold, boatswain's chair, or on a roof or extension ladder, at a height of more than 30 feet from ground level, in connection with the renovation, alteration, repair or maintenance of such building or structure, the erection of illuminations or the hanging of bunting;

(c) performed on an independent chimney or steel stack at a height of more than 30 feet from ground level;

(d) performed in old sewers.

(5) *Suspension of Employment Due to Inclement Weather.*—An employer may suspend the employment of any employee on account of inclement weather and shall not be liable for contributions during the period of such suspension.

5. COST OF LIVING ALLOWANCE.

(1) An employer shall pay to each of his employees for whom wages are prescribed in clause 4 (1) (e) a cost of living allowance of 2s. 6d. per hour in addition to such wages; provided that (a) such cost of living allowance shall be subject to automatic revision to take effect from the 1st day of July of each year during which this Agreement is in force, and shall be increased or decreased, as the case may be, by one penny per hour for every completed 20 points by which the monthly average of the Retail Price Index Figure for food, fuel, light, rent and sundries, published by the Director of Census and Statistics in the Census Monthly Price Release Statement in respect of Durban, compared with itself in 1938, for the preceding twelve months ending on the 31st March, is greater or less than the figure 1760; (b) in the event of the cost of living allowance payable in terms of this sub-clause falling to 3d. per hour or less, an amount of 3d. shall be added to the basic wage, and if thereafter a cost of living allowance in excess of 3d. per hour becomes payable, the amount thereof shall be reduced by 3d. per hour.

(2) All other employees shall be paid a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time.

(3) The cost of living allowances prescribed in this clause shall be payable only in respect of ordinary hours of work.

6. PROHIBITION OF PIECE-WORK AND TASK-WORK.

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

(2) Notwithstanding the provisions of sub-clause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 9, 22 or any other agreement entered into between the parties, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clauses (3) and (4) hereunder; provided further that apprentices shall not be allowed to participate in such incentive scheme.

(3) 'n Werkgewer wat 'n aansporingstelsel wil invoer, moet 'n gesamentlike komitee aanstel wat die bestuur en die werknemers verteenwoordig en wat die voorwaardes van so 'n stelsel moet vasstel.

(4) Die voorwaardes van so 'n aansporingstelsel en wysiginge daarvan waaroor die komitee besluit, moet op skrif gestel en deur die komiteede onderteken word, en kan nie deur die komitee gewysig of deur een van die partye beëindig word nie tensy daar aan die ander party kennis gegee is, soos by die aangaan van die Ooreenkoms vasgestel.

7. BETALING VAN VERGOEDING.

(1) *Werknemers behalwe los werknemers.*—(a) Alle vergoeding aan 'n werknemer verskuldig, behalwe, 'n los werknemer, moet weekliks kontant betaal word op Vrydag, nie later as die gewone sluittyd nie, of hy die beëindiging van diens, indien dit geskied voor die gewone betaaldag van die werknemer; met dien verstande—

- betaling kan egter op 'n dag voor Vrydag geskied mits die werkgewer en werknemer toestem en die Raad van sodanige wysiging skriftelik in kennis gestel is deur die werkgewer;
- wanneer Vrydag 'n vakansiedag in die Bounywerheid is, moet betaling op die vorige Donderdag geskied.

(b) Alle besoldigings verskuldig aan 'n werknemer moet in 'n verseelde kovert, of ander houër, waarop die naam en adres van beide werkgewer en werknemer asook 'n staat met die getal ure en oortyd gewerk, die lone, lewenskostoelae betaalbaar, aftrekkings (indien gedoen), die ingeslote bedrag en die datum van betaling voorkom.

(2) *Boetes en Aftrekkings.*—'n Werkgewer mag nie sy werknemer beboet of lone verminder nie, behalwe in die volgende gevalle:—

- Aftrekkings vervat in klousules 17 en 23.
- Met die skriftelike toestemming van sy werknemer, 'n aftrekking ten opsigte van 'n siektebystand-, lewensversekering-, spaar-, voorsienings-, of pensioenfonds, asook bydraes tot 'n Vakunie.
- Bydraes wat die werkgewer volgens wet, ordonnansie of hofuitspraak verplig is om namens die werknemer te betaal.
- Indien 'n werknemer toestem of verplig word, kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelswet, 1911, om losies en/of huisvesting van sy werknemer te aanvaar, 'n korting nie die onderstaande te bowe gaande nie;

	Per week.	Per maand.
	s. d.	£ s. d.
Losies	4 0	0 17 4
Huisvesting	2 0	0 8 8
Losies en huisvesting	6 0	1 6 0

(4) *Premies.*—Geen betaling mag geskied of deur 'n werkgewer aanvaar word, regstreeks of indirek, ten opsigte van die werk of opleiding van 'n werknemer.

8. REISTOELAE, VERVOER, REISTYD EN SLAAPGERIEWE

(1) Indien die werk geleë is binne 'n gebied onderhewig aan hierdie Ooreenkoms, en nie binne 'n omvang van drie myl van die hoofposkantoor van die dorp, waarin die hoofposkantoor van die werkgewer lê nie, moet sodanige werkgewer aan 'n werknemer wat aldaar werksaam is, 'n toelae van drie pennies betaal vir elke halfmyl (of gedeelte daarvan) van die afstand buitekant die omvang van drie myl. Hierdie toelae is daeliks betaalbaar vir die heen- en terugreis, met dien verstande dat in die geval van 'n werkgewer, wat werk in 'n dorp aanvaar nie een waarin sy besigheid net voor die aanvang van hierdie werk, was nie die ligging van sodanige werksaamhede tydens die duur daarvan beskou sal word as sy hoofkantoor ten opsigte van enige werknemer wat in sodanige dorp werksaam is.

(2) 'n Werkgewer is verplig om voorsiening te maak of betaal vir vervoer of die heen- en terugreis in plaas van die vervoer-toelae vervat in subklousule (1) van hierdie klousule. Vervoer per trein moet in 'n tweede klas wa geskied.

(3) Tyd waarin reise afgelê word, is nie in die gewone werk-ure ingesluit nie—soos vervat in klousule 9.

(4) Indien, as gevolg van verpligtinge, die reisafstand, gebrek aan vervoer, of 'n ander redelike oorsaak, die werknemer nie in staat is om elke dag huis toe te gaan nie, moet 'n werkgewer geskikte slaapperiewe in die nabyheid van die werk verskaf en aan die werknemer 'n toelae van 12s. 6d. (twaalf shillings en ses pennies) in plaas daarvan betaal.

(5) Indien 'n werknemer op dieselfde dag gestuur word om werk by meer as een plek te gaan verrig, moet die tyd waarin hy op reis was, beskou word as gewone werkure en daarvoor betaal word soos vervat in klousule 4.

(3) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which may agree upon the terms of any such scheme.

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

7. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Labourers.*—(a) Remuneration due to an employee, other than a casual labourer, shall be paid in cash weekly not later than the normal finish time on Friday or on termination of employment if this takes place before the ordinary pay day of the employee; provided that—

- payment may be made on a day prior to Friday if agreed to by the employer and the employee and notification in writing of such alteration is forwarded to the Court by the employer;
- when Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding such holiday.

(b) All remuneration due to an employee shall be contained in a sealed envelope or other container bearing the name of the employer and of the employee, the number of ordinary and overtime hours worked, the amount of wages and cost of living allowance payable, and deductions which may have been made, the amount enclosed therein and the date of payment.

(2) *Casual Labourers.*—Remuneration due to a casual labourer shall be paid in cash on termination of his employment.

(3) *Fines and Deductions.*—An employer shall not levy a fine against his employee nor shall he make any deduction from his employee's remuneration other than the following:

- Deductions referred to in clauses 17 and 23;
- with the written consent of his employee, a deduction for sick benefit, insurance, savings, provident or pension fund or subscriptions to a trade union;
- a deduction of any amount which an employer by a law or any order of any competent court is required or permitted to make;
- when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	s. d.	£ s. d.
Board	4 0	0 17 4
Lodging	2 0	0 8 8
Board and lodging	6 0	1 6 0

(4) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of employment or training of an employee.

8. TRAVELLING ALLOWANCE, TRANSPORT, TRAVELLING TIME AND SLEEPING ACCOMMODATION.

(1) Whenever a job is situated within an area to which the Agreement relates, and not within a radius of three 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 an employee who is working on such a job an allowance of three pence for every half mile or portion of half mile of the distance beyond such three-mile radius. The allowance shall be payable for both ways daily; provided that in the case of an employee who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, the site of such work shall for the duration thereof be deemed to be his head office in relation to any employee engaged in such town.

(2) An employer shall be entitled to provide or pay for transport both ways in lieu of the travelling allowance referred to in sub-clause (1) of this clause. Transport by railway shall be second class fare.

(3) Time spent in travelling shall be outside the ordinary hours of work prescribed in clause 9.

(4) Where, owing to the exigencies of the job, the distance to be travelled, lack of transport facilities or other reasonable cause the employee is unable to return to his home daily, an employer shall provide suitable sleeping accommodation in proximity to the job or shall pay to the employee an allowance of 12s. 6d. (twelve shillings and sixpence) per working day in lieu thereof.

(5) Where an employee is sent to work at more than one place on the same day, the time spent in travelling from job to job shall be paid for as time worked at the rates prescribed in clause 4.

1. WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYD.

1) *Gewone Werkure.*—Geen werkgewer mag 'n werknemer plig of toelaat om te werk, of mag 'n diensdoende werkgewer 'n werknemer meer werk verrig as—

a) in die geval van werknemers vir wie lone in klousules 4 (1) (d) en 4 (1) (e) voorgeskryf is.

(i) 40 uur per week van Maandag tot en met Vrydag;

(ii) 8 uur per dag;

(iii) *aanvang- en sluitingstyd ten opsigte van die gewone werkure.*—Die gewone werkure waarna in die voorafgaande subparagraaf (ii) verwys is, sal gewoonweg om 8-uur vm. begin en nie later as 5-uur nm. eindig nie;

b) in die geval van werknemers behalwe diegene na wie verwys is in paragraaf (a) van hierdie subklousule—

(i) 46 uur per week van Maandag tot en met Vrydag;

(ii) 9 uur 12 minute per dag;

(iii) *aanvang- en sluitingstyd ten opsigte van die gewone werkure.*—Die gewone daaglikse werkure waarna verwys is in die voorafgaande subparagraaf (ii) moet nie vroeër as 7.30 vm. begin nie en nie later as 5.15 nm. eindig nie.

2) *Skofwerk.*—(a) 'n Werkgewer mag werknemers huur om te of drie skofte gedurende enige tydperk van 24 uur te werk te dien verstande dat geen werknemer meer as een skof tydens periode van 24 uur werk sal verrig nie behalwe kragtens die oorskaars vervat in subklousule (5) van hierdie klousule en der met dien verstande dat een van sodanige skofte verrig word binne 'n tydperk soos voorgeskryf in subklousule (1) van hierdie klousule vir die klas of klasse werknemers wat daarin noem is.

(b) Alvorens werknemers vir twee of meer skofte in diens te kom, moet 'n werknemer die Raad daarvan skriftelik in kennis stel en die werkure van elke skof noem.

(c) Indien die werkure van 'n skof die aanvang- en sluitingsure, soos vervat in subklousule (1) oorskry, moet vir sodanige skof- of skof- betaal word ooreenkomstig die lone voorgeskryf vir 'n werknemer in klousule 4 plus 10 persent van sodanige loon.

3) *Diensdoende werkgewers.*—Alle diensdoende werkers moet 'n werkure nakom soos vervat in subklousule (1) van hierdie klousule.

4) *Oortyd.*—(a) Geen werkgewer mag 'n werknemer verplig of toelaat om oortyd te werk nie en geen werknemer mag oortyd verrig nie tensy—

(i) die Raad vooraf deur 'n werknemer in kennis gestel is dat hy voornemens is om oortyd te werk;

(ii) sodanige oortyd vir 'n noodgeval bedoel is, met dien verstande dat die werkgewer die Raad so spoedig moontlik na die aanvang van sodanige oortyd daarvan in kennis stel.

(b) Oortyd moet nie 'n tydperk van vyf uur per week van Maandag tot en met Vrydag oorskry nie, behalwe in die geval van noodwerk.

5) *Besoldiging van oortyd.*—(a) Behoudens die bepalinge van paragraaf (b) van hierdie subklousule, moet 'n werknemer, wat toegelaat is om oortyd te werk, betaal word teen—

(i) anderhalfmaal sy gewone loon vir die eerste vier uur aldus gewerk, uitgesonderd tyd wat tussen 10 nm. en die gewone aanvangstyd van die volgende dag gewerk is;

(ii) twee maal die gewone loon vir ure wat gewerk word na die eerste vier uur of tussen 10 nm. en die gewone aanvangstyd op die daaropvolgende dag (tussen 10 nm. en 8 vm. indien die daaropvolgende dag 'n Saterdag is) tussen 1 nm. op Saterdag en die gewone aanvangstyd op Maandag en op Sondag, Goeie Vrydag, Paasmaandag, Setlaarsdag, Kersdag of Nuwejaar.

(b) In die geval van werknemers vir wie lone voorgeskryf is in klousule 4 (1) (e), waar die gesamentlike loon plus lewenskoste- elae, betaalbaar aan sodanige werknemers vir die gewone ure dus gewerk, meer is as die lone voorgeskryf in subparagraaf (i) van paragraaf (a) van hierdie subklousule, moet die werknemer teen die hoër loon besoldig word ten opsigte van elke uur gedeelte van 'n uur aldus gewerk—bo die gewone werkure.

10. DIENSBEÏNDIGING.

(1) 'n Werkgewer of sy werknemer, behalwe 'n los werknemer, at 'n dienskontrak wil beëindig, moet in die geval van timmer- ans of skrynwerkers, ten minste twee uur en in die geval van nder werknemers, nie minder as één uur kennis van diens- segging gee nie, met dien verstande dat sodanige diens in geen val voor die sluitingstyd soos voorgeskryf in klousule 9 (1) sal ndig nie, en verder met dien verstande dat geen werknemer sy erk mag verlaat voor die tydperk van diensopsegging verstreke nie.

(2) Gedurende die tydperk van kennisgewing, genoem in sub- oulsule (1) van hierdie klousule, moet 'n werknemer wie se lone klousule 4 (1) (e) vasgestel is, toegelaat word om sy gereedskap versorg en in goeie orde te laat.

(3) Die bepalinge van subklousule (1) van hierdie klousule is e van toepassing op 'n werknemer wat minder as drie opeen- lgende dae in diens van dieselfde werkgewer was nie.

9. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—An employer shall not require or permit an employee to work nor shall a working employer or an employee work more than—

(a) in the case of employees for whom wages are prescribed in clause 4 (1) (d) and 4 (1) (e)—

(i) 40 hours in any week from Monday to Friday inclusive;

(ii) 8 hours daily;

(iii) *Starting and Finishing Time in respect of the Ordinary Hours of Work.*—The ordinary daily hours of work referred to in the preceding sub-paragraph (ii) shall normally start at 8 a.m. and shall not finish later than 5 p.m.;

(b) in the case of employees other than those referred to in paragraph (a) of this sub-clause—

(i) 46 hours in any week from Monday to Friday inclusive;

(ii) 9 hours 12 minutes daily;

(iii) *Starting and Finishing Time in respect of the Ordinary Hours of Work.*—The ordinary daily hours of work referred to in the preceding sub-paragraph (ii) shall start not earlier than 7.30 a.m. and shall finish not later than 5.15 p.m.

(2) *Shift Work.*—(a) An employer may engage employees to work two or three shifts during any period of 24 hours; provided that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in sub-clause (5) of this clause; and provided further that one of the shifts shall be worked within the time prescribed in sub-clause (1) of this clause for the class or classes of employees therein mentioned.

(b) An employer, before employing employees to work in any two or more shifts shall notify the Council, in writing, of such intention and shall state the hours in which each shift shall be worked.

(c) Where the shift worked by an employee falls outside the starting and finishing times prescribed in sub-clause (1) such shift shall be paid for at the rate of wage prescribed for the employee in clause 4 plus 10 per cent of such rate.

(3) *Working Employers.*—All working employers shall observe the working hours prescribed in sub-clause (1) of this clause.

(4) *Overtime.*—(a) No employer shall require or permit over- time to be worked, and no employee shall work overtime unless—

(i) the Council has been notified in advance by an employer of his intention to work overtime; or

(ii) such overtime is for the purpose of emergency work; provided that an employer shall notify the Council as soon as possible after the commencement of such overtime.

(b) Overtime shall not exceed five hours in any week from Monday to Friday inclusive, except in the case of emergency work.

(5) *Payment of Overtime.*—(a) Subject to the provisions of paragraph (b) of this sub-clause, an employee who is required or allowed to work overtime shall be paid at—

(i) one and a half times his ordinary rate of wages for the first four hours so worked, excluding time worked between 10 p.m. and the usual starting-time the following day;

(ii) double his ordinary rate of wages for hours worked after the first four hours, or between 10 p.m. and the usual starting time on the following day (between 10 p.m. and 8 a.m. where the following day is a Saturday) between 1 p.m. on Saturday and the usual starting time on Monday, and on Sundays, Good Friday, Easter Monday, Settlers' Day, Christmas Day or New Year's Day.

(b) In the case of employees for whom wages are prescribed in clause 4 (1) (e), where the combined wage and cost of living allowance payable to such employee for ordinary hours worked are higher than the rates prescribed in sub-paragraphs (i) and (ii) of paragraph (a) of this sub-clause, the employee shall be paid at such higher rate for each hour or part of an hour worked in excess of the ordinary hours of work.

10. TERMINATION OF EMPLOYMENT.

(1) An employer or his employee, other than a casual labourer, who desires to terminate the employment shall give, in the case of carpenters or joiners, not less than two hours', and in the case of other employees not less than one hour's notice of his intention to terminate the contract of employment; provided that the employment shall not in any case terminate before the finishing time prescribed in clause 9 (1); and provided further that no employee shall leave his work before the period of notice has expired.

(2) During the period of notice referred to in sub-clause (1) of this clause, an employee for whom wages are prescribed in clause 4 (1) (e), shall be allowed to clean his tools and put them in working order.

(3) The provisions of sub-clause (1) of this clause shall not apply to an employee who has worked for less than three consecutive days with the same employer.

11. BEREPELIK, VERANTWOORDELIKHEID TEN OPSIGTE VAN VERLIES, VERSEKERING EN VOORSIENING VAN GEREEDSKAP.

- (1) 'n Werkgewer moet—
- (a) by alle werk voorsiening maak vir 'n behoorlike plek waar gereedschap agter slot gehou kan word, met dien verstande dat hierdie paragraaf nie op stukwerk van toepassing is nie;
- (b) oral, indien moontlik, moet geskikte huisvesting verskaf word—verwyderd van pakkamers vir materiaal—ten behoeve van werknemers om maaltye te kan geniet terwyl hulle daar werksaam is;
- (c) aanspreeklik wees vir alle verlies of skade weens brand aan gereedschap, wat die eiendom van 'n werknemer is, in skure, opsluitplekke of werkplekke en sodanige gereedschap moet deur 'n werkgewer teen verlies of beskadiging verseker word; met dien verstande dat die algehele aanspreeklikheid van 'n werknemer nie £75 (vyf-en-sewentig pond) sal oorskry nie ten opsigte van gereedschap wat aan 'n werknemer behoort.

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

(3) 'n Werkgewer moet voorsiening maak vir die volgende in die geval van:—

- (a) *Asfaltwerkers*.—Rollers, borsels en reihoute.
- (b) *Messelaars*.
- (i) Alle snygereedschap vir die sny van silikostene of enige ander baksteen van dieselfde hardheid.
- (ii) Snygereedschap om versterkte beton mee te sny.
- (iii) 'n Bevoegde gereedschapsmid of geskikte middels en toerusting vir die slyp van gereedschap.
- (c) *Timmermans*, alle klemme, handskroewe, lymkwaste, skroefseutels, koevoete, houtbore en boorysters van langer as 12 duim en hamers swaarder as 3 lb. en alle sae vir die saag van gegolfe asbesplate en ander materiaal van soortgelyke hardheid.
- (d) *Klipmesselaars en Klipkappers*.
- (i) Gereedschap vir die bewerking van graniet of harde klip, en klouhamers.
- (ii) 'n Werknemer om alle gereedschap skerp te maak.
- (e) *Skilders en plakkers*, alle gereedschap behalwe stopverfmesse, stofbesems en plakkerskwaste en -skêre.
- (f) *Pleistersaars*, mortelplanke en steiers van voldoende hoogte, rollers, reihoute en spesiale gereedschap vir granoliet.
- (g) *Loodgieters en gasaanleërs*.
- (i) Masjiene wat in die werkplek of op die werk gebruik word.
- (ii) Handaambeelde en klinkhoute en boorysters van alle groottes.
- (iii) Draadsnygereedschap soos snyblokke en tappe, ens.
- (iv) Pypsniers en bankskroewe.
- (v) Spesiale en swaar kalfaterysters en vuurpotte.
- (vi) Smeltpotte en groot gietlepele.
- (vii) Beitel, deurslae en muurpenne van langer as 9 duim.
- (viii) Soldeerboute en blaaslampe.
- (ix) Vyle en metaalsaagblaie.
- (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 ¼ (eenkwart) duim deursnee, hol of solied.
- (xiv) Skroefseutels en tange van meer as 12 duim deursnee.

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

Werkgewers en werknemers moet onderstaande bepalinge wederkerig nakom:—

- (1) *Betonwerk*.—'n Werkgewer moet 'n werknemer in diens neem teen 'n besoldiging nie minder as die lone vervat in klousule 4 (1) (e) nie, wat voortdurend aanwesig moet wees terwyl beton *in situ* gestort word, en dit is hierdie werknemer se uitsluitlike plig om toesig te hou oor ander persone wat hierdie klas werk verrig.
- (2) *Skrynwerk*.—Geen skrynwerk wat in 'n distrik van die Unie van Suid-Afrika vervaardig is nie, waarin lone laer is as die vervat in klousule 4 (1) (e) vir sodanige werk, mag in die Nywerheid gebruik word, tensy sulke verminderde lone toegelaat is kragtens 'n statutêre loonreëlingsmaatregel.
- (3) *Klipwerk*.—
- (a) 'n werkgewer mag nie 'n persoon, buiten, 'n klipmesselaar as bediener van 'n klipdraai- of klipskaafmasjiene en van diamant- en karborundsagmasjiene in diens neem nie;
- (b) 'n werkgewer mag nie 'n persoon vir werk, wat gewoonlik deur klipmesselaars verrig word, in diens neem nie, uitgesonderd 'n bevoegde klipmesselaar;
- (c) 'n werkgewer moet 'n klipmesselaar in diens neem om saagblaie te set, klippe gereedstel om gesaag te word en klippe vir die poleermasjiene gereedmaak en waterpas stel;
- (d) klipmesselaarkapstellasies moet minstens 6 voet van mekaar staan en gedurende die werkure mag geen stof met die uitblaaspyp of met ander lug weggeblaas word nie.

11. STORAGE, RESPONSIBILITY FOR LOSS, INSURANCE AND PROVISION OF TOOLS.

- (1) An employer shall—
- (a) provide a suitable place on every job for locking up to provided that this paragraph shall not apply to job work;
- (b) wherever possible provide suitable accommodation separate from storerooms for material—for employ to partake of meals whilst on the job;
- (c) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups or workshops to fire, and such tools shall be insured by an employer against such loss or damage; provided that the liability of an employer shall not exceed £75 (seventy-pounds) in respect of tools belonging to any one employee.

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

- (3) An employer shall provide in the case of:—
- (a) *Asphalters*.—Rollers, brushes and straightedges.
- (b) *Bricklayers*.
- (i) All cutting tools used for cutting silica bricks or kind of brick of similar hardness.
- (ii) Cutting tools used for cutting reinforced concrete.
- (iii) A competent toolsmith or suitable means and equipment for sharpening tools.
- (c) *Carpenters*.—All cramps, handscrews, glue-brush wrenches, crowbars, augers and bits over 12 inches long and all hammers 3 lb. and over, and all saws and tools used for cutting corrugated asbestos or other material of similar hardness.
- (d) *Masons and Stone-cutters*.
- (i) Tools for working granite or hard stone, and claws.
- (ii) A competent toolsmith to sharpen all tools.
- (e) *Painters and Paperhangers*.—All tools except putty knives and paperhangers' brushes and scissors.
- (f) *Plasterers*.—Dagga-boards and stands of suitable height, rollers, straightedges and all tools exclusively used laying granolithic.
- (g) *Plumbers and Gasfitters*.
- (i) Machines used in a workshop or on a job.
- (ii) Stake and rivetting bars and drills of all sizes.
- (iii) Screwing tackle, such as stocks, dies, taps and ratcl.
- (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 length.
- (viii) Soldering irons and blow lamps.
- (ix) Files and hacksaw blades.
- (x) Mandrills over two inches in diameter.
- (xi) Rivet sets from No. 12 rivet and over, and grooving tools.
- (xii) Sheetmetal workers' mallets and heavy dressers.
- (xiii) Punches over ¼ inch in diameter, hollow or solid.
- (xiv) Wrenches and tongs over 18 inches in length.

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

An employer and an employee shall observe the following provisions in so far as they are applicable to the one or other:—

- (1) *Concrete Work*.—An employer shall employ an employee at a rate not less than the wages prescribed in clause 4 (1) (e), who shall be continuously employed while concrete is being placed *in situ*, and it shall be the duty of this employee to supervise other persons doing this class of work.
- (2) *Joinery*.—No joinery manufactured in a district of Union of South Africa, in which wages are lower than those prescribed for such work in clause 4 (1) (e), shall be utilised in the Industry, unless such lower wages are legalised under a statutory wage regulating measure.
- (3) *Stone Work*.—
- (a) An employer shall not employ any person other than a mason as an operator of a stone turning, a planing machine or diamond or carborundum saw.
- (b) An employer shall not employ any person other than a qualified mason on work usually performed by masons.
- (c) An employer shall employ a mason to fix saw blades set stones ready for sawing or fix and level all stones for polishing machines.
- (d) An employer shall not permit masons' bankers to be less than 6 feet apart, nor shall he permit dust to be blown off with exhaust or other air during work hours.

- (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 klippreekgat kleiner gemaak word. Indien die werkgewer se werkplek naby die klippreekgat geleë is, moet dit op 'n veilige afstand van die klippreekgat se werkfront geleë wees.
- (f) 'n werknemer moet steenhouders voorsien van geskikte skure, die dakke waarvan nie laer as 10 voet mag wees nie, met dien verstande dat hierdie paragraaf nie vir klein takies op bouterreine sal geld nie;
- (g) dit is die werkgewer se plig om te sorg dat die duntermasjien nie werk nie en 'n werknemer mag nie verplig word om so 'n masjien te bedien nie—
- in 'n skuur waar klippe gekap word, of
 - binne 30 tree van 'n steenhouer wat klippe kap, tensy voldoende beskerming verleen aan werknemers wat in die nabyheid van genoemde duntermasjien werksaam is;
- (h) geen klip wat in 'n distrik van die Unie van Suid-Afrika bewerk is, waarin lone laer is as die vervat in klousule 4 (1) (e) vir sodanige werk, mag in die Nywerheid gebruik word nie, tensy sulke verminderde lone toegelaat is kragtens 'n statutêre loonreëlings-maatreël.
- (4) *Steiers.*—'n Werkgewer moet sorg dra dat die steiers behoorlik uit goeie materiaal gemaak en opgerig word onder die voortdurende toesig van 'n vakman (wat deur die werkgewer besoldig moet word ooreenkomstig die lone soos vasgestel in klousule 4 (1) (e), en aan die volgende vereistes voldoen:—
- (a) *Algemeen.*
- 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.
 - Alle steierkoorde moet minstens 'n $\frac{1}{2}$ duim in deursnee en 20 voet lank wees. Kettinguitrusting mag gebruik word.
 - Alle wie vir die vasbindplekke moet behoorlik spits toeloop en minstens 14 duim lank wees.
 - Geen draagklosse mag vir ondersteuning van enige deel van die raamwerk gebruik word nie.
 - Alle houtsteierpale moet minstens 6 voet oormekaar lê en op drie plekke gebind wees.
 - 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 buitegedeelte van die stutbalke moet met klampe en stutte versterk wees. Stutbalksteiers moet voorsien wees van 'n sterk en veilig bevestigde leuning.
- (b) *Messelaarsteiers.*
- 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 nie.
 - 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.
 - 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.
 - 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;
 - 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 grond oppervlakte.
 - 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.
 - 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 $1\frac{1}{2}$ wees.
- (d) *Skermsteiers.*—Skermsteiers gemaak van draers van 6 duim by 2 duim moet vasgemaak word aan staanders, toegetimmer 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) All squared or hammer dressed stone shall be worked in the employer's yard or on the job, but may be reduced in size at the quarry by use of a spall hammer only. When the employer's yard is situated at the quarry, it shall be at a reasonably safe distance from the working face of the quarry.
- (f) An employer shall provide suitable sheds for stone cutters, the roof of which shall be not less than 10 feet high; provided that this paragraph shall not apply to small jobs on building sites.
- (g) It shall be the duty of an employer to ensure that the dunter machines shall not be worked, and it shall be the duty of an employee not to operate such machines—
- in the shed where men are employed cutting stone; or
 - within 30 yards of any mason whilst cutting stone;
- unless adequate protection is provided for employees working in the vicinity of the said dunter machine.
- (h) No stone dressed in a district of the Union of South Africa, in which wages lower than those prescribed for such work in clause 4 (1) (e), shall be utilised in the Industry, unless such wages are legalised under a statutory wage regulating measure.
- (4) *Scaffolding.*—It shall be the duty of an employer to ensure that all scaffolding is properly constructed of sound material; that it is erected under the constant supervision of a competent person [to whom the employer shall pay wages not less than the wages as prescribed in clause 4 (1) (e)], and that it conforms to the following requirements:—
- (a) *General.*
- All poles shall be clean and all bark shall be removed before using; all timber used shall be free from dangerous knots or other defects.
 - All scaffold cords shall be not less than $\frac{1}{4}$ inch in diameter by 20 feet in length; provided that chain gear may be used.
 - All wedges for the lashings shall be properly tapered and not less than 14 inches in length.
 - No cleats shall be used for supporting any member of the framing.
 - All wooden scaffold poles shall be lapped not less than 6 feet and shall have 3 lashings.
 - In needle scaffolds the needles shall be fixed on edge and shall be 9-inch 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 for 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.*
- The standards shall be not less than 5 inches in diameter at base, and shall be fixed in earth or in barrels with a proper foundation at not more than 8 feet centres.
 - The ledges shall be not less than 5 inches in diameter based horizontally to standards at not more than 5 feet centres.
 - The put-logs shall be not 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.
 - Guard rails of not less than 9-inch by $1\frac{1}{2}$ -inch deal boards shall be provided and shall be lashed to the standards at a height of not more than 3 feet above the decking of scaffold over 15 feet above ground level.
 - Guard B-boards of 9-inch by $1\frac{1}{2}$ -inch deal shall be nailed as skirting to the standards close down to decking of scaffolding more than 15 feet above ground level.
 - Platforms or decking shall be not less than 3 feet in width and shall be constructed with 9-inch by $1\frac{1}{2}$ -inch or 12-inch by $1\frac{1}{2}$ -inch deal boards; all laps shall be not less than 12 inches and evenly fixed over put-logs.
 - All scaffolding of a greater height than 30 feet shall be diagonally braced; all bracing shall be not less than 5 inches in diameter, lashed and wedged.
- (c) *Trestle Scaffold.*—Trestle scaffold shall not be erected to a greater height than 16 feet internally or externally; trestles shall 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 shall be fixed to standards, close boarded with 9-inch by $1\frac{1}{2}$ -inch planks, projecting not less than 3 feet from face of scaffolding; strong wire mesh may be used in spaces required for lighting.

- (e) *Daksteiers*.—Loopplanke moet op alle skuins dakke verskaf word.
- (f) *Staalsteiers*.—Staalsteiers moet ooreenkomstig die fabrikant of leweransier se voorskrifte opgerig word.

Vir die doel van hierdie subklousule sal die uitdrukking "voortdurende toesig" beteken toesig binne so 'n afstand van die werk, waarvoor toesig gehou word, om te verseker dat alle dele van die werk onder beheer is.

13. BESKUTTING TEEN ONGUNSTIGE WEER.

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

14. LATRINES.

Behoorlike sanitasiegereguleer moet by alle werkplekke afsonderlik vir blankes en nie-blankes aangebring word en waar rioleringsstelsels bestaan, moet gemaklike daarmee verbinding geniet, ooreenkomstig die munisipale regulasies, voordat werksaamhede 'n aanvang neem. Waar ander stelsels in swang is, moet sorgvuldige toesig daeliks geskied ten einde sindelikeid te verseker.

15. VERVERSINGS.

Elke werkgever moet 'n persoon verskaf wat vir sy werknemers in die voormiddag, om twaalfuur en in die namiddag tee kan maak. Die teepouse mag nie langer as 10 minute duur nie. 'n Werknemer mag nie sy werkplek verlaat om tee in die oggend of namiddag elders te geniet nie.

16. 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 Ooreenkoms verleen.

(2) Die Raad het die bevoegdheid om die tydperk waarvoor en die voorwaardes 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.

(4) Die Raad kan te enige tyd in die loop van die tydperk waarvoor 'n vrystellingsertifikaat uitgereik is, dit wysig of terugtrek.

17. UITGAWES VAN DIE RAAD.

(1) Ten einde in die uitgawes van die Raad te voorsien, moet 'n werkgever 3d. (drie pennies) per week aftrek van elkeen van sy werknemers se besoldiging vir wie lone voorgeskryf is in klousule 4 (1) (e); by hierdie bedrag, wat afgetrek is, moet die werkgever 'n gelyke bedrag byvoeg; met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n werknemer wat vir dieselfde werkgever minder as drie dae in 'n week gewerk het.

(2) Indien tydens enige maand—

- (a) 'n werkgever nie werknemers in diens gehad het nie vir wie lone in klousule 4 (1) (e) voorgeskryf is, maar in stede daarvan een of meer werknemer vir wie lone voorgeskryf is in subklousule (1) (a), (b) en (c) van klousule 4; of
- (b) die bedrag wat deur 'n werkgever kragtens subklousule (1) van hierdie klousule minder as twee sjielings en ses pennies is;

moet so 'n werkgever niteenstaande aan die Raad, soos voorgeskryf in subklousule (3) 'n bedrag van ten minste twee sjielings en ses pennies ten opsigte van daardie maand betaal.

(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 en kategorieë aantoon, moet deur die werkgever 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.

(4) 'n Werkgever, geregistreer kragtens klousule 18, wat tydens 'n maand geen werknemers in diens het nie, moet die Raad daarvan skriftelik in kennis stel op of voor die 7de dag van die daaropvolgende maand.

(5) Die Raad is by magte om die bedrag, wat bygedra moet word—soos vervat in subklousules (1) en (2) van hierdie klousule, asook om die bepalings van die genoemde subklousules (1) en (2) uit te brei na werknemers behalwe diegene vir wie lone voorgeskryf is in klousules 4 (1) (e); met dien verstande dat sodanige verhoging vermindering, kwytskelding of uitstel verkry sal word deur middel van 'n gewysigde ooreenkoms, voorgelê aan die Minister van Arbeid vir bekendmaking kragtens klousule 48 van die Wet.

18. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever in die Bounywerheid op die datum waarop hierdie Ooreenkoms in werking tree, moet binne een maand na sodanige datum by die Raad registreer word en die volgende besonderhede verskaf:—

- (a) Die naam van sy firma.
- (b) Die name van die eienaar, vennote of direkteure.
- (c) Die adres van sy saak.
- (d) Die beroep of beroepe wat in die Nywerheid beoefen word.
- (e) Die ligging van sy werkwinkel, of indien hy beide 'n terrein en 'n werkwinkel het, die ligging van beide.

(e) *Roof Scaffolding*.—Planking shall be provided for foot hold on all sloping roofs.

(f) *Steel Scaffolding*.—Steel scaffolding shall be erected conformity with the manufacturer's or supplier's instructions.

For the purpose of this sub-clause the term "constant supervision" shall mean supervision within such distance the work to be supervised as to ensure that all details of such work can be controlled.

13. WET WEATHER SHELTER.

At any site where building operations are being carried an employer shall provide suitable accommodation in which employees may take shelter during wet weather.

14. LATRINES.

Proper sanitary accommodation shall be provided by employer on all jobs for Europeans and Non-Europeans separately, and wherever sewerage points exist lavatories shall be connected thereto before the job is started and shall comply with the relative municipal by-laws. In cases where other systems have to be used, proper and daily supervision shall be carried out so as to ensure cleanliness.

15. REFRESHMENT.

An employer shall provide a person for the preparation of tea for his employees in the morning, at noon and in the afternoon. The duration of a tea interval shall not exceed 10 minutes. An employee shall not leave the position where he is working for the purpose of partaking of tea in the morning or afternoon.

16. EXEMPTIONS.

(1) The Council may in writing grant exemption to a person or persons from any of the provisions of this agreement for any good and sufficient reasons.

(2) The Council shall have power to fix the period for which the conditions subject to which an exemption shall operate.

(3) A licence of exemption under the signature of the Chairman or Secretary of the Council shall be issued to every person exempted.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted without assigning any reason therefor.

17. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council an employer shall deduct 3d. (three pence) per week from the wages of each of his employees for whom wages are prescribed in clause 4 (1) (e). To the amount so deducted the employer shall contribute an equal amount; provided that this sub-clause shall not apply in respect of an employee who has worked for the same employer for less than three days in any week.

(2) If during any month—

- (a) an employer has not employed any employees for whom wages are prescribed in clause 4 (1) (e), but has had his employ one or more employees for whom wages are prescribed in sub-clause (1) (a), (b) and (c) of clause 4; or
- (b) the amount payable by an employer in terms of sub-clause (1) of this clause is less than two shillings and sixpence;

such employer shall nevertheless pay to the Council in the manner prescribed in sub-clause (3) an amount of not less than two shillings and sixpence in respect of that month.

(3) All amounts payable in accordance with the provisions of sub-clauses (1) and (2) of this clause shall, together with statement on a form as prescribed by the Council, showing the number of employees employed and their trades or categories, be forwarded to the Secretary of the Council or before the 7th day of the month following the month to which the amounts refer;

(4) An employer registered under clause 18 who in any month has no employees in his employ shall notify the Council in writing on or before the 7th day of the following month.

(5) The Council shall have power to increase, decrease or waive the amount of the contributions prescribed in sub-clauses (1) and (2) of this clause, or to extend the provisions of the sub-clauses (1) and (2) to employees other than those for whom wages are prescribed in clause 4 (1) (e); provided that any increase, decrease, waiver or extension shall be effected by means of an amending Agreement which shall be submitted to the Minister of Labour for publication in terms of section 8 of the Act.

18. REGISTRATION OF EMPLOYERS.

(1) Every employer in the Building Industry at the date at which this Agreement comes into operation shall, within the month of such date, register with the Council and furnish the Council the following particulars:—

- (a) his trading name;
- (b) the names of the proprietors, partners or directors;
- (c) his business address;
- (d) the trade or trades carried on in the Industry;
- (e) the situation of his workshop or where he has both a yard and a workshop, the situation of both.

Met dien verstande dat die bepalinge van hierdie subklousule 2 van toepassing sal wees nie ten opsigte van 'n werkgewer wat besit is van 'n gangbare registrasiesertifikaat uitgereik kragtens kousule 18 van die Ooreenkoms soos gepubliseer in Goewer-
ntskennisgewing No. 903 van 30 April 1948.

(2) Werkgewers wat die nywerheid binnetree na die datum waarop hierdie Ooreenkoms in werking tree, moet by die Raad gisreer en die besonderhede verskaf soos vereis in subklousule 1 van hierdie klousule binne een maand na die werk 'n aanvang em.

(3) 'n Registrasiesertifikaat, onderteken deur die Voorsitter of kretaris van die Raad moet aan elke geregistreerde werkgewer gereik word.

(4) Elke geregistreerde werkgewer moet die Raad onmiddellik iftelik in kennis stel omtrent enige wysiging in besonderhede t deur hom tydens registrasie verskaf is.

19. AANPLAKBORDE.

'n Werkgewer, hetsy 'n vennoot of andersins, moet waar bourk deur hom of sy vennote uitgevoer word, op 'n vir die blik toeganklike plek, 'n kennisgewingbord vertoon wat die le naam en besigheidsadres van die werkgewer of vennootskap meld.

20. TYDSTATE.

(1) 'n Werkgewer moet elkeen van sy werknemers aan die begin i elke werkweek, of by indienstreding, voorsien van 'n tydstaat.

(2) 'n Werknemer moet, sodra hy in besit van sy tydstaat is, arna verwys word in subklousule (1) van hierdie klousule, elke i die volgende besonderhede invul:—

a) In die geval van werknemers vir wie lone voorgeskryf is in klousule 4 (1) (e)—

- (i) die taak waarvoor die werk verrig word;
- (ii) die soort werk wat hy verrig;
- (iii) die tyd gewy aan elke soort werk;
- (iv) die getal ure wat oortyd gewerk word;
- (v) die tyd van die dag toe hierdie oortyd gewerk is.

b) In die geval van werknemers vir wie lone voorgeskryf is in klousule 4 (1) (b), (c) en (d)—

- (i) die aanvangstyd;
- (ii) tyd bestee aan maaltye;
- (iii) die sluitingstyd; en
- (iv) die algehele getal ure waarin werk verrig is.

c) In die geval van werknemers vir wie lone voorgeskryf is in klousule 4 (1) (a)—

- (i) die taak waarvoor die werk verrig word; en
- (ii) die tyd waarin werk verrig is.

Met dien verstande dat enige ander stelsel van tydnotering, goedgekeur deur die Raad in plaas van die weeklikse tydstate gebruik mag word, en voorts met dien verstande dat in die geval van 'n anafabeet-werknemer wat nie by magte is om die besonderhede vervat in hierdie klousule in te vul nie, sodanige besonderhede deur die voorman van die werk of deur enige ander verantwoordelike persoon ingevul kan word.

21. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

'n werkgewer mag 'n werknemer verplig of toelaat om werk errig nie en geen werknemer of werkende werkgewer kan werk le bounywerheid onderneem of verrig nie—

(1) tydens die tydperke (hierna genoem „verloftydperke”)—

- (a) tussen 5 nm. op Vrydag, 18 Desember 1953, en 8 nm. op Maandag, 11 Januarie 1954;
- (b) tussen 5 nm. op Vrydag, 17 Desember 1954, en 8 nm. op Maandag, 10 Januarie 1955; of
- (c) tussen 5 nm. op Vrydag, 16 Desember 1953, en Maandag, 9 Januarie 1956;

(2) op Goeie-Vrydag, Paasmaandag, of Setlaarsdag in elke jaar; y die skriftelike toestemming van die Raad vooraf verkry is.

22. BESOLDIGING TEN OPSIGTE VAN JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

Werkgewer moet aan die ondergenoemde klasse van sy werkers betaal ten opsigte van die verloftydperke en/of openbare insiedae soos vervat in subklousule (1) van hierdie klousule ie geval van:—

(1) Vakleerlinge en minderjarige-tydens 'n proeftydperk soos toegestaan kragtens die Wet op Vakleerlinge, 1944:—

- (a) Verloftydperk.—Die lone en lewenskoste wat 'n vakleerling of minderjarige sou verdien het, indien hy vir sy werkgewer tydens die genoemde tydperk gewerk het.
- (b) Die verskuldigde bedrag moet betaal word op die eind-betaaldag wat die aanvang van die verloftydperk voorafgaan.
- (c) Openbare vakansiedae (Goeie-Vrydag, Paasmaandag en Setlaarsdag).—Die lone en lewenskostetoelae wat 'n vakleerling of minderjarige sou verdien het, indien hy vir sy werkgewer tydens die genoemde openbare vakansiedag gewerk het.
- (d) Die verskuldigde bedrag moet betaal word op die betaaldag wat op elke openbare vakansiedag volg.

Provided that the provisions of this sub-clause shall not apply in respect of any employer who is in possession of a current certificate of registration issued in terms of clause 18 of the Agreement published under Government Notice No. 903 of 30th April, 1948.

(2) Employers entering the Industry after the date on which this Agreement comes into operation shall register with the Council and furnish the particulars required in sub-clause (1) of this clause within one month of commencing operations.

(3) A certificate of registration signed by the Chairman or Secretary of the Council shall be issued to each employer registered.

(4) Every registered employer shall notify the Council forthwith in writing of any change in the particulars furnished by him on registration.

19. NOTICE BOARD.

An employer, whether a partnership or not, shall, wherever building operations are being carried out by him or by the partnership, display, in a conspicuous place accessible to the public, a notice board of a size not less than 2 feet by 1½ feet, or a notice board approved by the Council, showing the name and business address of such employer or partnership.

20. TIME SHEETS.

(1) An employer shall provide each of his employees with a time sheet at the beginning of each working week or at the commencement of employment.

(2) An employee upon being provided with the time sheet referred to in sub-clause (1) of this clause shall fill in each day the following particulars:—

(a) In the case of employees for whom wages are prescribed in clause 4 (1) (e)—

- (i) the job for which the work is being done;
- (ii) the class of work on which he is employed;
- (iii) the time worked on each class of work;
- (iv) the number of hours of overtime worked; and
- (v) the period of the day during which such overtime was worked.

(b) In the case of employees for whom wages are prescribed in clause 4 (1) (b), (c) and (d)—

- (i) the time of starting work;
- (ii) the time off for meals;
- (iii) the time of finishing work; and
- (iv) the total number of hours worked.

(c) In the case of employees for whom wages are prescribed in clause 4 (1) (a)—

- (i) the job for which the work is being done; and
- (ii) the time worked.

Provided that any other system of time recording approved by the Council may be substituted for the weekly time sheets; and provided further that in the case of an employee who is unable, owing to illiteracy, to fill in the particulars referred to in this clause, such particulars shall be filled in by the foreman on the job or by some other responsible person.

21. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

No employer shall require or permit an employee to perform, and no employee and no working employer shall undertake or perform work in the Building Industry—

(1) during the periods (hereinafter referred to as the “holiday periods”)—

- (a) between 5 p.m. on Friday, 18th December, 1953, and 8 a.m. on Monday, 11th January, 1954;
- (b) between 5 p.m. on Friday, 17th December, 1954, and 8 a.m. on Monday, 10th January, 1955; or
- (c) between 5 p.m. on Friday, 16th December, 1955, and Monday, 9th January, 1956;

(2) on Good Friday, Easter Monday, or Settlers' Day in each year;

unless the written consent of the Council has been first obtained.

22. PAYMENT IN RESPECT OF ANNUAL LEAVE AND PUBLIC HOLIDAYS.

An employer shall pay to the undermentioned classes of his employees in respect of the holiday periods and/or public holidays prescribed in sub-clause (1) of this clause, in the case of:—

(1) Apprentices and Minors during the Probationary Period Allowed under the Apprenticeship Act, 1944:—

- (a) Holiday Period.—The wages and cost of living allowance which an apprentice or minor would have earned if he had worked for his employer during the said period.
- (b) The amount due shall be paid on the last pay day prior to the commencement of the holiday period.
- (c) Public Holidays (Good Friday, Easter Monday and Settlers' Day).—The wages and cost of living allowance which an apprentice or minor would have earned if he had worked for his employer on the said public holiday.
- (d) The amount due shall be paid on the pay day following each public holiday.

(2) *Arbeiders:—*

(a) *Jaarlikse verlof:—*Bo en behalwe enige besoldiging waarop 'n arbeider geregtig mag wees kragtens hierdie Ooreenkoms, 'n bedrag van 6d. (ses pennies) ten opsigte van elke voltooide dag, of indien die ure waarin werk op 'n dag verrig is minder is as die gewone werkure soos voorgeskryf in klousule 9 (1) (b) (ii), 'n bedrag van ½d. (halfpennie) ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk.

(b) 'n Bedrag moet betaal word op die eindbetaaldag wat die verloftydperk voorafgaan; met dien verstande dat, in die geval van 'n arbeider wie se diensooreenkoms beëindig word voor sodanige betaaldag, besoldiging moet geskied by beëindiging van sy diens ten opsigte van 'n dienstydperk wat voltooi is na die aanvang van die voorafgaande jaar se verloftydperk.

(3) *Ander werknemers—*

(a) Benewens enige besoldiging waarop 'n werknemer geregtig mag wees kragtens hierdie Ooreenkoms en saam met die betaling van sodanige besoldiging, die bedrae hieronder uiteengesit:—

	Per uur. s. d.
Bestuurder van 'n meganiese voertuig	0 2
Werkslui:—	
Bediener van 'n skuurpapier- en draaiskuurmasjien op vloere	0 2
Bediener van 'n hystoestel, beton- of daghamengmasjien of soortgelyke masjien	0 1½
Werknemers in alle ander ambagte behalwe vakleerlinge of minderjariges tydens die proeftyd kragtens die Wet op Vakleerlinge, 1944	0 4½

(b) Die bedrae genoem in paragraaf (a) van hierdie subklousule moet betaal word ten opsigte van elke voltooide uur of gedeelte van 'n uur wat die werknemer gedurende die week gewerk het; eerstens met dien verstande dat geen besoldiging sal geskied ten opsigte van oortyd of ure waarin op 'n Sondag of openbare vakansiedae vervat in subklousule (2) van klousule 21 werk verrig is; tweedens dat vir tyd waarin werk verrig is gedurende die tydperk tussen die eindbetaaldag in November van elke jaar en die begin van die verloftydperk vir daardie jaar, die bedrag wat verskuldig is, by die besoldigings vir die volgende 12 maande ingesluit moet word, ooreenkomstig die wyse voorgeskryf in subklousule (3) (a) hiervan, en derdens dat ingeval 'n werknemer vir 'n werkgewer minder as agt uur werk, die bedrag verskuldig kragtens paragraaf (a) van hierdie subklousule onmiddellik na beëindiging van sy diens moet betaal word, of aan die end van die eindwerkdag of -week, watter een die eerste mag wees.

23. BESOLDIGINGS UIT DIE VERLOFFONDS.

(1) (a) 'n Werkgewer moet van die weeklikse besoldigings wat aan elke lid van die ondergenoemde klasse van sy werknemers, die onderstaande aangestipte bedrae aftrek—

	Per week. s. d.
Bestuurder van 'n meganiese voertuig	7 0
Werkslui:—	
Bediener van 'n skuurpapier en draaiskuurmasjien op vloere	7 0
Bediener van 'n hystoestel, beton- of daghamengmasjien of soortgelyke masjien	4 0
Werknemers in alle ander ambagte behalwe vakleerlinge of minderjariges tydens die proeftyd kragtens die Wet op Vakleerlinge, 1944	15 0

(b) Die bedrae wat afgetrek is moet—

- deur die werkgewer aan die Sekretaris van die Raad betaal word;
- deur die Raad ten behoeve van die betrokke werknemers bewaar word;
- deur die Raad in 'n fonds wat bekend sal staan as die „Bounywerheidverloffonds” gestort word.

(c) 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.

(d) Die Raad moet kwitansies vir alle betalings aan die betrokke werkgewer uitreik. 'n Voldoende voorraad bewysstukke moet altyd deur die werkgewer aangehou word; met dien verstande dat 'n werkgewer van die Raad 'n terugbetaling vir alle ongebruikte kwitansies mag verkry. 'n Aansoek om so 'n terugbetaling moet geskied op of voor die 30ste dag van Junie in die jaar wat op die uitreiking van die kwitansies volg.

(e) Indien 'n werknemer tydens dieselfde week in diens van twee of meer werkgewers verkeer, moet die korting vir daardie week deur sodanige werkgewer gedoen word deur wie hy gedurende daardie week vir nie minder as agt uur gehuur is nie.

(2) *Labourers:—*

(a) *Annual Leave:—*In addition to any remuneration which a labourer may be entitled in terms of Agreement, an amount of 6d. (sixpence) in respect of each completed day, or when the hours worked on any day are less than the ordinary hours of work prescribed in clause 9 (1) (b) (ii), an amount of (half penny) in respect of each hour or part of hour worked.

(b) The amount shall be paid on the last pay day prior to the commencement of the holiday period; provided that, in the case of a labourer whose contract of service is terminated prior to such pay day, payment in respect of any period of employment subsequent to the date of commencement of the previous year's holiday period shall be made on termination of employment.

(3) *Other Employees:—*

(a) In addition to any remuneration to which an employee may be entitled in terms of this Agreement at the same time as such remuneration is paid, amounts specified hereunder:—

	Per H. s.
Driver of mechanical vehicle	0
Operatives:—	
Operator of a sandpapering and spinning machine on flooring	0
Operator of a hoist, concrete or mortar mixer or any similar machine	0
Employees in all other trades than apprentices or minors during the probationary period under the Apprenticeship Act, 1944	0

(b) The amounts referred to in paragraph (a) of this clause shall be paid in respect of each complete hour or part of an hour worked during the week provided, firstly, that no payment shall be made in respect of overtime or hours worked on a Sunday or on the public holidays referred to in sub-clause (2) of clause 21; secondly, that for time worked during the period between the last pay day in November of each year and the commencement of the holiday period for that year, the amount payable shall be included in the manner prescribed in sub-clause 3 (a) hereof in the payments for the ensuing twelve months; thirdly, that in the event of an employee working for an employer for less than eight hours, the amount in terms of paragraph (a) of this sub-clause shall be paid immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

23. PAYMENTS FROM HOLIDAY FUND.

(1) (a) An employer shall deduct from the weekly remuneration due to each member of the undermentioned classes of employees, the amounts specified hereunder:—

	Per l.
Driver of mechanical vehicle	
Operatives:—	
Operator of a sandpapering and spinning machine on flooring	
Operator of a hoist, concrete or mortar mixer or any similar machine	
Employees in all other trades other than apprentices or minors during the probationary period under the Apprenticeship Act, 1944	

(b) The amounts deducted shall—

- be paid by the employer to the Secretary of the Council;
- be retained by the Council on behalf of the employees concerned;
- be paid by the Council into a fund to be known as the „Building Industry Holiday Fund”.

(c) Any amounts held by the Council to the credit of the Building Industry Holiday Fund may be invested 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 nor shall they be responsible for any contribution towards the expense of administration of the Fund.

(d) The Council shall issue vouchers to the employees concerned for all amounts paid. An adequate reserve of vouchers shall at all times be maintained by an employer; provided an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made on or before the 30th day of June in the year following that in which the vouchers were issued.

(e) Where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed and shall be for not less than eight hours.

(f) Geen bedrag mag afgetrek word nie ten opsigte van 'n werknemer wat korter as agt uur per week, van Maandag tot en met Vrydag vir 'n werkgewer gewerk het, sodoende moet die betrokke werkgewer aan sodanige werknemer die bedrag betaal wat in subklousule (1) (a) van hierdie klousule vir 'n werknemer in sy klas, onmiddellik by beëindiging van sy diens of a die slot van die eindwerkdag van die week, watter een die ste mag wees.

(2) (a) 'n Werkgewer moet ten opsigte van die bedrae wat in hom afgetrek is kragtens subklousule (1) (a) van hierdie klousule, op elke betaaldag aan elkeen van sy werknemers 'n wysstuk uitreik, duidelik gekanselleer, met die naam van die na en die datum, ter waarde van sodanige bedrae, en die werknemer moet hierdie kwitansie in 'n bydraeboekie vasheg t hy van die Sekretaris van die Raad moet verkry en bewaar.

(b) 'n Aansoek om 'n bydraeboekie moet aan die kant van 'n werknemer geskied op 'n vorm wat van die Raad verkrygbaar is; lanige vorm moet deur die werknemer voltooi word met die sonderhede wat die Raad van tyd tot tyd voorskryf. 'n Werkver moet 1s. (een shilling) vir die bydraeboekie betaal en mag die bedrag van die betrokke werknemer se lone aftrek. Alle die verkry uit die verkoop van bydraeboekies word in die emene fondse van die Raad gestort.

(c) Die bydraeboekies en kwitansies wat aan werknemers uitreik word, is nie oordraagbaar nie en kan ook nie verpand rd nie. Kwitansies in besit van 'n persoon, behalwe wat verkry ooreenkomstig hierdie klousule, mag ten behoeve van die nds deur die Raad gekonfiskeer word.

(d) Geen kwitansies mag aan 'n werknemer ooreenkomstig die klousule uitgereik word nie; en geen werknemer sal egtig wees om uit die Fonds 'n bedrag van meer as 50 eliklike kortings ten opsigte van 'n tydperk van 12 maande igende op die eindbetaaldag in November te ontvang nie.

(3) (a) Elke bydraeboekie wat deur die Raad aan werknemers ereik is, vir wie lone voorgeskryf word in klousule 4 (1) (e), et drie los koepons bevat vir betaling ten opsigte van Goeie-dag, Paasmaandag en Setlaarsdag van elke jaar op die betaal-van die respektiewe weke waarin sodanige vakansiedae val; Raad mag die aard van die koepon voorskryf en elke koepon 'n nommer dra wat ooreenstem met die nommer van die knemer se bydraeboekie. Voorts sal dit stipuleer watter bedrag die werknemer ten opsigte van één dag se loon betaal moet d en die minimale waarde van die kwitansies wat die boekie et bevat om die werkgewer in staat te stel om uitbetaling te n.

(b) (i) 'n Werknemer wat betaling van 'n koepon verlang, soos vat in paragraaf (a) van hierdie subklousule moet sy gewone diekening daarop aanbring en dit daarna aan sy werkgewer op eerste werkdag oorhandig wat volg op die openbare vakansie-ten opsigte waarvan die koepon uitgereik word; voordat etaling kragtens hierdie subparagraaf geskied, moet 'n wer-er hom daarvan verwittig dat 'n werknemer kwitansies in sy raboek geplak het ooreenkomstig die waarde van die betrokke ag.

(i) 'n Werkgewer mag van die Raad die bedrag terugeis wat 'n werknemer betaal is, kragtens subparagraaf (i) van hierdie agraaf; met dien verstande dat so 'n werkgewer die betrokke on, behoorlik voltooi, aan die Sekretaris van die Raad gbesorg—

ten opsigte van Goeie-Vrydag en Paasmaandag teen 30 April; en
ten opsigte van Setlaarsdag teen 30 September van die betrokke jaar.

(i) 'n Werkgewer is nie geregtig op 'n terugbetaling van die ag wat alreeds betaal is indien 'n werknemer nie kwitansies y bydraeboekie het nie, en in geval die bedrag wat aan 'n nemer betaal is meer blyk as die waarde van sy kwitansies y bydraeboek, ontvang die werkgewer slegs die werklike bedrag sodanige kwitansie.

(y) Enige bedrag wat aan 'n werknemer kragtens hierdie sub-agraaf betaal word, moet van die bedrag afgetrek word wat tens paragraaf (a) van subklousule (4) van hierdie klousule hom uitbetaal is.

(a) So spoedig moontlik na die eindbetaaldag in November elke jaar, en nie later as een week daarna nie, moet elke nemer op 'n datum betaal wat deur die Raad vasgestel is, in ruil vir 'n bewyskaart. Die Raad moet die bedrag vasstel aan die werkgewer verskuldig is, volgens die waarde van die sstukke in sy bydraeboekie, en sodanige bedrag aan die nemer op 'n datum betaal wat deur die Raad vasgestel is, nie later as die dag voor die aanvang van die verloftyd nie, 'n korting, indien nodig, aangebring deur die Raad kragtens bepalinge van subklousule (3) (b) (ii) van hierdie klousule.

nsy anders besluit deur die Raad, moet betaling per tjek aan werknemer geskied en geen bevel of magtiging om aan iemand s te betaal, sal toegelaat word nie.

Indien 'n werknemer nalaat om sy verlofbesoldiging binne tydperk van ses maande op te eis vanaf die datum waarop die tydperk 'n aanvang neem, word dit verbeurd verklaar en in algemene fondse van die Raad gestort. Die Raad sal egter ise vir uitbetaling, wat na genoemde tydperk ingedien word, merking neem, en mag na goeddunke uitbetaling daarvan geskied.

(f) No deduction shall be made in respect of an employee who has worked for an employer for less than eight hours in any week, from Monday to Friday, inclusive. In such event the employer concerned shall pay to such employee the amount specified in sub-clause (1) (a) of this clause, for an employee of his class, immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(2) (a) An employer shall, in respect of the amounts deducted by him in terms of sub-clause (1) (a) of this clause, issue on each pay day to each of his employees concerned, a voucher, legibly cancelled with the name of the firm and the date, to the value of such amounts, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council, which he shall retain.

(b) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee by filling in such particulars as the Council may from time to time prescribe. An employer shall pay an amount of 1s. (one shilling) for each contribution book, and shall be entitled to deduct the amount from the wages of the employee concerned. The funds derived from the sale of contribution books shall accrue to the General Funds of the Council.

(c) The contribution books and vouchers issued to employees shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person, otherwise than in accordance with this clause, may be confiscated by the Council for the benefit of its Funds.

(d) No vouchers shall be issued to an employee except in accordance with this clause; and no employee shall be entitled to payment from the Fund of any amount in excess of 50 weekly deductions in respect of any period of twelve months ending on the last pay day in November.

(3) (a) Each contribution book issued by the Council to employees, for whom wages are prescribed in clause 4 (1) (e), shall contain three detachable coupons for payments in respect of Good Friday, Easter Monday and Settlers' Day of each year on the pay days for the respective weeks in which such public holidays fall; the coupons shall be in such form as the Council may decide, and each coupon shall bear a number corresponding to the number of the employee's contribution book, shall stipulate the amount to be paid to the employee in respect of one day's pay and the minimum value of vouchers that must be in the book to entitle the employer to make payment.

(b) (i) An employee desiring to obtain payment of a coupon, referred to in paragraph (a) of this sub-clause, shall sign his usual signature thereon and shall hand it to his employer on the first working day following the public holiday in respect of which the coupon is issued; before making payment in terms of this sub-paragraph an employer shall ascertain that an employee has vouchers affixed to his contribution book equivalent to the value of the amount involved.

(ii) An employer shall be entitled to recover from the Council the amount paid to an employee in terms of sub-paragraph (i) of this paragraph; provided such employer lodges the coupon referred to, fully completed, with the Secretary of the Council—

in respect of Good Friday and Easter Monday, by the 30th April; and
in respect of Settlers' Day, by the 30th September of the year concerned.

(iii) An employer shall not be entitled to a refund of the amount paid if an employee has no vouchers in his contribution book, and in the event of the amount paid to the employee being in excess of the value of the vouchers in his contribution book, the employer shall be refunded only the actual amount of such vouchers.

(iv) Any amount paid to an employee in terms of this sub-paragraph shall be deducted from the amount payable to him in terms of paragraph (a) of sub-clause (4) of this clause.

(4) (a) As early as possible after the last pay day in November of each year, and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed to his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of sub-clause (3) (b) (ii) of this clause. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(b) Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the General Funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period, and may in its discretion authorise payment thereof.

(c) Die Raad kan nie aanspreeklik gehou word om betaling te laat geskied nie ten opsigte van kwitansies wat aan werknemers uitgereik is kragtens die bepalings van subklousule 2 (a) van hierdie klousule tensy—

- (i) sodanige kwitansies vasgeplak is in 'n bydraeboekie wat van die Raad verkry is; en
- (ii) so 'n bydraeboekie in besit is van die Sekretaris van die Raad voor die aanvang van die verloofdyperk soos voorgeskryf in subklousule (1) van klousule 21; met dien verstande dat die Raad betaling aan 'n werknemer mag magtig wat, om enige gegronde rede soos deur die Raad bepaal, nie sy bydraeboekie teen sodanige datum ingelewer het nie.

(d) Behoudens die bepalings van subklousule (3) van hierdie klousule, is 'n werknemer nie by magte om uitbetaling vir kwitansies wat aan hom uitgereik is, te eis nie voor die datum vasgestel deur die Raad kragtens paragraaf (a) van hierdie subklousule. Die Raad behou egter die reg om sodanige betaling te magtig, indien na goeë dunske dit raadsaam skyn om uitvoering daaraan te gee.

Indien 'n werknemer sterf, moet die bedrag wat uit die Fonds aan hom verskuldig is, per tye ten gunste van sy erfliating in sy boedel gestort word, sodra sy bydraeboekie by die Sekretaris van die Raad ingelewer is.

24. BYSTANDSFONDS.

(1) Daar moet onmiddellik 'n Bystands- en Pensioenfonds vir die Bounwyerheid in die lewe geroep word (hierna genoem die „Fonds” of „Fondse”). Die stree van die Fonds is om werknemers te vergoed vir verlies van lone weens werkloosheid wat veroorsaak is deur—

- (a) ongunstige weer;
 - (b) siekte of ongeval;
- en om hulp te verleen in die vorm van gratifikasies of jaargelde in geval van—

- (c) permanente ongeskiktheid;
- (d) uitdienstreding weens ouderdom.

(2) Die Fonds of Fondse wat in die lewe geroep moet word om in die behoeftes van subklousule (1) van hierdie klousule te voorsien, moet onder die algehele en regstreekse beheer van die Raad verkeer.

(3) Die Raad mag 'n Staande Komitee behoem om sodanige Fonds of Fondse se belange te behartig en beheer, soos die Raad dit nodig mag ag om uitvoering te gee aan die bepalings van hierdie klousule. So 'n Staande Komitee moet bestaan uit persone wat deur die Raad daarvoor geskik mag beskou; met dien verstande dat daar ewe veel werkgewers as werknemers op die Staande Komitee sal dien.

(4) Dié Komitee sal onderhewig wees aan die reëls wat die Raad van tot tyd mag goedkeur vir die behoorlike en doeltreffende beheer van sodanige Fonds of Fondse.

(5) Die benoeming van so 'n personeel wat nodig is om die genoemde Fonds te administreer, moet op aanbeveling van die Staande Komitee geskied, en onderhewig wees aan die goedkeuring van die Raad; met dien verstande dat in spoedeisende gevalle waar juniors aangestel word die Staande Komitee die reg mag hê om sulke aanstellings te doen tot tyd en wyl die Raad dit kan bekragtig.

(6) Die Raad moet oor die mag beskik om te besluit, indien nodig, met inagneming van die finansiële stabiliteit van die Fonds of Fondse, ten opsigte van die geldelike waarde of aard van elke voordeel wat uitbetaal moet word ooreenkomstig subklousule (1) van hierdie klousule, met die doel om sodanige hulpverlenings te vermeerder of verminder, of selfs nuwes by te voeg.

(7) Bydraes tot die Fonds of Fondse.—Elke werkgewer moet—

- (a) ten opsigte van elkeen van sy werknemers vir wie lone voorgeskryf is in klousule 4 (1) (e) 'n bedrag van 3s. 4d. per week bydra; en
- (b) van die weeklikse besoldiging van elkeen van sy werknemers vir wie lone voorgeskryf is in klousule 4 (1) (e) 'n bedrag van 3s. 4d. per week aftrek;

met dien verstande dat geen bydrae of korting sal geskied nie ten opsigte van 'n werknemer wat vir 'n werkgewer minder as agt ure per week van Maandag tot Vrydag gewerk het; en voorts met dien verstande dat waar 'n werknemer in diens van twee of meer werknemers tydens dieselfde week is, die bydrae en korting ten opsigte van daardie week deur die werkgewer gedoen sal word deur wie hy aanvanklik gehuur is vir nie minder as agt uur tydens daardie week nie.

(8) (a) Die bedrae wat uit bydraes en kortings verkry word, soos vervat in subklousule (7), moet deur die werkgewer aan die Sekretaris van die Raad betaal word en die Raad moet kwitansies aan die betrokke werkgewer uitreik vir al die bedrae aldus betaal; met dien verstande dat die Raad 'n samegestelde kwitansie mag uitreik om betalings in te sluit wat geskied het kragtens die bepalings van klousule 23 (2) (a).

(b) 'n Voldoende hoeveelheid kwitansies moet altyd in besit van 'n werkgewer wees; met dien verstande dat 'n werknemer 'n terugbetaling van die Raad mag eis vir die waarde van enige ongebruikte kwitansies. 'n Aansoek om so 'n terugbetaling moet geskied op of voor 30 Junie in die jaar wat volg op die tydperk waarin die kwitansies uitgereik is.

(9) (a) 'n Werkgewer moet, ten opsigte van bedrae wat bygedra is kragtens subklousule (8) van hierdie klousule, op elke betaaldag aan elkeen van sy betrokke werknemers 'n kwitansie uitreik wat leesbaar gekanselleer is met die naam van die firma en die datum, ter waarde van sodanige bedrae, en hy moet so 'n kwitansie in 'n bydraeboekie aanbring, wat deur hom verkry is van die Sekretaris van die Raad, en dit moet deur die werknemer bewaar word;

(c) The Council shall not be liable to make payment in respect of any vouchers issued to employees in terms of sub-clause (2) (a) of this clause unless—

- (i) such vouchers are affixed in a contribution book obtained from the Council; and
- (ii) such contribution book is deposited with the Secretary of the Council before commencement of the holiday period prescribed in sub-clause (1) of clause 21; provided that the Council may authorise the payment to any employee who, for any good reason determined by the Council, has not lodged his contribution book by such date.

(d) Subject to the provisions of sub-clause (3) of this clause, an employee shall not be entitled to claim payment for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (a) of this sub-clause. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of the employee, the amount due to him from the Fund shall be paid to his Estate by cheque drawn in favour of the Estate, upon his contribution book being lodged with the Secretary of the Council.

24. BENEFIT SCHEME.

(1) There shall be established forthwith a Benefit and Pension Fund for the Building Industry (hereinafter referred to as the “Fund” or “Funds”). The objects of the Fund shall be to compensate employees for loss of earnings arising out of unemployment caused by—

- (a) inclement weather;
- (b) sickness or accident;
- (c) permanent disability;
- (d) retirement on account of age.

(2) The Fund or Funds to be established to meet the requirements under sub-clause (1) of this clause shall be under the complete and direct control of the Council.

(3) The Council may appoint a Management Committee to manage and control such Fund or Funds as the Council may deem necessary to fulfil the purpose of this clause. The Management Committee shall consist of such persons as the Council may determine; provided that membership of the Management Committee shall be on the basis of equal representation of employers and employees.

(4) The Management Committee shall be subject to such rules as the Council may approve from time to time for the proper and efficient management of such Fund or Funds.

(5) The appointment of such staff as may be necessary to administer the said Funds shall be on the recommendation of the Management Committee, and subject to the approval of the Council; provided that in urgent cases of junior appointments the Management Committee shall have authority to make such appointments pending confirmation thereof by the Council in course.

(6) The Council shall have the power to determine as to when necessary, having regard to the financial stability of the Fund or Funds, the monetary value or nature of every benefit to be provided in accordance with sub-clause (1) of this clause to increase or reduce such benefits or to add new benefits.

(7) Contributions to the Fund or Funds.—Each employee shall—

- (a) in respect of each of his employees for whom wages are prescribed in clause 4 (1) (e) contribute an amount of 3s. 4d. per week; and
- (b) deduct from the weekly remuneration of each of his employees for whom wages are prescribed in clause 4 (1) (e) an amount of 3s. 4d. per week;

provided that no contribution or deduction shall be made in respect of an employee who has worked for an employer for less than eight hours in any week, from Monday to Friday; provided further that where an employee is employed by more than one employer during the same week, the contribution or deduction in respect of that week shall be made by the employer by whom he was first employed for not less than eight hours during that week.

(8) (a) The amounts derived from the contributions and deductions referred to in sub-clause (7) shall be paid by the employer to the Secretary of the Council and the Council shall issue vouchers to the employer concerned for all amounts paid; provided that the Council may issue a composite voucher to include payments made in terms of clause 23 (2) (a).

(b) An adequate reserve of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made on or before the 30th day of June in the year following that in which the vouchers were issued.

(9) (a) An employer shall, in respect of the amounts contributed in terms of sub-clause (8) of this clause, issue on each pay day to each of his employees concerned, a voucher, cancelled with the name of the firm and the date, to the value of such amounts, and he shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council, which the employee shall retain.

(b) 'n aansoek om 'n bydraeboekie moet aan die kant van 'n werknemer geskied om 'n vorm wat van die Raad verkry kan word; so 'n vorm moet deur die werknemer voltooi word met besonderhede wat die Raad van tyd tot tyd mag voorskrywe.

(10) (a) Die bydraes en kortings vervat in subklousule (7) moet 'n aanvang neem en geskied wanneer hierdie Ooreenkoms in werking tree, en die Raad moet onmiddellik met 'n assuransiemaatskappy onderhandel met die oog om 'n bevredigende pensioen en bystandfonds te stig wat hierdie klousule sal aanvul.

(b) „'n Bystandfonds wat voorsiening maak vir die betaling van kompensasie aan werknemers weens die verlies van lone versorsaak deur werkloosheid as gevolg van ongunstige weer of siekte of teenspoed, moet deur die Raad behartig word ooreenkomstig die reëls aldus self goedgekeur, waarvan kopieë aan die Sekretaris van Arbeid voorgelê moet word; met dien verstande dat geen uitbetalings deur die Fonds mag geskied nie alvorens 'n pensioenfonds in die lewe geroep is kragtens die bepalings van subklousule 10 (a) van hierdie klousule.”

(c) Enige opgehoopde gelde, afkomstig uit 'n pensioen- of bystandfonds kragtens hierdie Ooreenkoms, is nie oordraagbaar nie en mag nie verpand word nie.

(d) Die kopieë, bevattende fyn besonderhede van enige pensioen- of bystandfonds wat daargestel is kragtens die bepaling van hierdie Ooreenkoms, moet by die Sekretaris vir Arbeid ingelewer word.

(e) Ingeval 'n pensioen- of bystandfonds teen die eindvrydag van November 1953 nog nie in die lewe geroep is nie, moet alle rustgelde kragtens hierdie klousule uitbetaal word aan die betrokke werknemers op dieselfde wyse en tyd as die verloffondsbydraes vervat in klousule 23. Op 30 November 1953 word alle bydraes en kortings gestaak, tensy die Fonds gestig is.

(11) Ingeval die Raad nie meer bestaan nie of gederegistreer word tydens die duur van hierdie Ooreenkoms, moet die bestuur wat deur die Raad kragtens die bepalings van subklousule (3) benoem is, voortgaan om die Fonds te administreer. Alle vakatures op sodanige bestuur moet deur die Minister aangesuiwer word vanuit werkgewers of werknemers soos die geval mag wees. Waar 'n bestuur nog nie deur die Raad benoem is nie, of ingeval 'n komitee aldus benoem, nie in staat of onwillig is om te fungeer, mag die Minister, 'n kurator of kurators aanstel om die pligte van die Raad in verband met die administrasie van die Fonds na te kom. So 'n komitee of kurators sal beskik oor die volle gesag in die Raad vir die doel van hierdie subklousule.

25. VAKVERENIGINGS SE VERTEENWOORDIGERS OP DIE RAAD.

'n Werkgewer moet aan werknemers in sy diens wat sitting op die Raad geniet, alle redelike fasiliteite verskaf om hul pligte in verband met die werksaamhede van die Raad na te kom.

26. AGENTE.

(1) Die Raad moet een of meer persone as agent of agente benoem om hulp te verleen met die uitvoering van hierdie Ooreenkoms se bepalings.

(2) 'n Agent sal beskik oor die volgende magte (sover sulke magte alleen betrekking het op organisasies of vakunies van werknemers wat belange by die Raad het, of persone wat lede is van sodanige werkgewer-organisasies of vakverenigings):—

(a) Om enige geboue of terreine, tydlig of ontydig, binne te gaan waar die Bounywerheid werksaam is, as hy gegronde redes het om te vermoed dat 'n persoon daar in diens verkeer;

(b) om in die teenwoordigheid (of verwyderd van ander), soos hy geskik mag ag, betreffende sake ten opsigte van hierdie Ooreenkoms, vrae te stel aan enige persoon wat in of naby die gebou of terrein teenwoordig mag wees en sodanige persoon te verplig om die vrae te beantwoord;

(c) om die lewering van, inspekteer, ondersoek of kopiëring van sodanige boeke, tydlyste, rekords of dokumente te eis, wat nodig geag mag word om uit te vind of die bepalings van hierdie Ooreenkoms nagekom word.

(3) Met die toepassing van sy gesag verkry kragtens subklousule van hierdie klousule, mag 'n agent vergesel wees van 'n tolk.

(4) Elke werkgewer of werkgewersorganisasie of vakunie wat by die Raad betrokke is en alle persone wat lede is van so 'n werkgewersorganisasie of vakunie, moet die agent volle fasiliteite verskaf vir die toepassing van die gesag, verkry kragtens die bepalinge van subklousules (2) en (3) van hierdie klousule.

27. INDIENSNEMING VAN WERKNEMERS.

(1) Lede van die vakunies kom ooreen om diens te aanvaar by lede van werkgewersorganisasies en lede van die werkgewersorganisasies gaan akkoord om vir werk, waarvoor lone voorskryf is in klousule 4 (1) (e), alleen lede van 'n vakunie diens te neem; met dien verstande dat hierdie klousule nie van passing sal wees nie indien 'n werkgewer of werknemer, na mening van die Raad, wederregtelik geweier is om aan hierdie Ooreenkoms deel te hê en die Raad binne veertien dae van so 'n ering in kennis gestel is.

(2) Die bepalings van hierdie klousule is nie van toepassing nie opsigte van 'n immigrant tydens die aanvangsjaar na sy aankoms in die Unie van Suid-Afrika; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die Nywerheid 'n uitnodiging van die betrokke vakunie daarby aan te sluit, geweier het, die bepalings van hierdie klousule onmiddellik op so 'n immigrant van toepassing sal wees.

(b) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee by filling in such particulars as the Council may from time to time prescribe.

(10) (a) The contributions and deductions referred to in sub-clause (7) shall commence and be made upon the coming into operation of this Agreement, and the Council shall immediately negotiate with an insurance company with the object of establishing a satisfactory pension and benefit fund for the purpose of implementing this clause.

(b) A Benefit Fund providing for the payment of compensation to employees for the loss of earnings arising out of unemployment caused by inclement weather or sickness or accident shall be conducted by the Council in accordance with rules approved by it, copies of which shall be lodged with the Secretary for Labour; providing that no benefits shall be payable by the Fund until a pension fund has been established in terms of sub-clause 10 (a) of this clause.

(c) Any benefit accruing under any pension and benefit fund in terms of this Agreement shall not be transferable and shall not be ceded or pledged.

(d) The copies of documents containing detailed information of any pension and benefit fund established in terms of this Agreement shall be lodged with the Secretary for Labour.

(e) In the event of a pension and benefit fund not being established by the last Friday in November, 1953, all amounts held in trust in terms of this clause shall be paid to the employees concerned in like manner and at the same time as the holiday fund contributions referred to in clause 23. On the 30th November, 1953, all contributions and deductions will cease unless the fund has been established.

(11) In the event of the Council ceasing to function or it being deregistered during the currency of this Agreement, the Management Committee appointed by the Council in terms of sub-clause (3) shall continue to administer the Fund. Any vacancies on such Committee shall be filled by the Minister from amongst employers or employees, as the case may be. Where a Management Committee has not been appointed by the Council or where a Committee so appointed is unable or unwilling to function, the Minister may appoint a trustee or trustees to carry out the duties of the Council in connection with the administration of the Fund. Such Committee or trustees shall have all the powers of the Council for the purpose of this sub-clause.

25. TRADE UNIONS' REPRESENTATIVES ON THE COUNCIL.

An employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

26. AGENTS.

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

(2) An agent shall have the following powers (in so far as those powers concern only employers' organisations or trade unions which are parties to the Council, or persons who are members of any such employers' organisation or trade unions):—

(a) To enter any premises or place, in which the Building Industry is carried on, at any time when he has reasonable cause to believe that any person is employed therein.

(b) To question, in the presence of or apart from others, as he deems fit, regarding matters relating to this Agreement, any person whom he finds in or about the premises or place and to require such person to answer the questions.

(c) To require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(3) When exercising the powers conferred upon him by sub-clause (2) of this clause, an agent may be accompanied by an interpreter.

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all persons who are members of such employers' organisation or trade union shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of sub-clauses (2) and (3) of this clause.

27. ENGAGEMENT OF EMPLOYEES.

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

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

28. IN DIENS NEEM VAN JEUGDIGES.

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

29. TENTOONSTELLING VAN OOREENKOMS.

'n Leesbare kopie van hierdie Ooreenkoms in beide amptelike tale en soos voorgeskrywe by die regulasies kragtens die Wet, gepaard met die kennisgewings vereis in klousule agt-en-vyftig van hierdie Wet, moet permanent aangeplak wees in elke werk-winkel of terrein waar dit deur al die werknemers maklik gesien en bereik kan word.

30. ADMINISTRASIE VAN OOREENKOMS.

Die Raad sal die verantwoordelike bestuur wees om uitvoering aan die bepalings van hierdie Ooreenkoms te gee en mag, as leidraad vir beide werkgewers en werknemers, sy mening uitspreek; met dien verstande dat dit nie strydig met die bepalings is nie.

Onderteken in Durban, namens die partye, hede die 26ste dag van Februarie 1953.

Behoorlik gemagtig by besluit van die Raad.

A. BENSE,
Verteenwoordigende Werkgewers.

F. MOSSMAN,
Verteenwoordigende Werknemers.

F. W. MEDWAY,
Voorsitter.

* No. 1442.]

[3 Julie 1953.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.—BOUNYWERHEID, DURBAN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, bekendgemaak by Goewermentskennisgewing No. 1441 van 3 Julie 1953, vir die persone wie se werkure daardeur gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

28. EMPLOYMENT OF MINORS.

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

29. EXHIBITION OF AGREEMENT.

A legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act together with the notices required by section fifty-eight of the Act, shall be affixed and kept affixed in every workshop or yard in a conspicuous position accessible to all employees.

30. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion inconsistent with its provisions for the guidance of employers and employees.

Signed at Durban on behalf of the parties this 26th day February, 1953.

Duly authorised by resolution of the Council.

A. BENSE,
Representing Employers

F. MOSSMAN,
Representing Employees

F. W. MEDWAY,
Chairman.

* No. 1442.]

[3 July 1953.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.—BUILDING INDUSTRY, DURBAN.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notices relating to the Building Industry, published under Government Notice No. 1441 of the 3rd July, 1953, 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



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