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UNION OF SOUTH AFRICA

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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. 1753.] [14 Augustus 1953.
NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, PORT ELIZABETH.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat genoemde Ooreenkoms aangaan 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 klousules 1 (2), 3 tot en met 24, 26 en 28 tot en met 30 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik Port Elizabeth; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 (2), 3 tot en met 17, 19 tot en met 21, 24, 26, 28 tot en met 30 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die Magistraatsdistrik Port Elizabeth *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid, wat nie by die omskrywing 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. 1753.] [14 August 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY PORT ELIZABETH.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (2), 3 to 24 (inclusive), 26 and 28 to 30 (inclusive), of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon the other employers and employees engaged or employed in the said industry in the magisterial district of Port Elizabeth; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Port Elizabeth and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday the provisions contained in clauses 1 (2), 3 to 17 (inclusive), 19 to 21 (inclusive), 24, 26, 28 to 30 (inclusive), of the said Agreement 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, PORT ELIZABETH.

OOREENKOMS.

kragtens die bepalings van die nywerheid-versoeningswet, 1937, gesluit en aangeaan tussen die

„Port Elizabeth Master Builders' and Allied Trades' Association”

(hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

„Amalgamated Society of Woodworkers of South Africa”; „Amalgamated Union of Building Trade Workers of South Africa”;

„Operative Plumbers' Association of Port Elizabeth”; en die „South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Port Elizabeth.

1. BESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrik Port Elizabeth nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat lede van die Werkgewersorganisasie en die Vakverenigings is.

(2) Ondanks die bepalings van subartikel (1)—

(a) is die bepalings slegs op vakleerlinge van toepassing vir sover dit nie met die bepalings van die Wet op Vakleerlinge, of met enige kontrak wat ingevolge daarvan aangeaan of voorwaardes ingevolge daarvan vasgestel, in stryd is nie;

(b) is artikels 12, 13 en 27 nie van toepassing op werknemers vir wie lone by subklousule (a) (i), (ii), (v) of (x) van artikel 4 (1) vasgestel is nie;

(c) is die bepalings nie van toepassing op persone in diens om—

(i) woonhuise teen 'n koste van minder as £2,000;

(ii) alle ander geboue, ongeag die koste, wat uitsluitlik vir boerderydoeleindes gebruik word; op te rig, te onderhou, te herstel of te verbou nie;

(d) is die bepalings nie op Administratiewe of klerklike werknemers van toepassing nie;

(e) is die bepalings slegs van toepassing op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951 (Wet No. 38 van 1951), slegs vir sover dit nie met die bepalings van genoemde Wet of met enige voorwaardes wat ingevolge daarvan vasgestel is, in stryd is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid bepaal word en bly van krag vir twee jaar van daardie datum af of vir 'n termyn wat kragtens subartikel (1) van artikel agt-en-veertig van die Wet die Minister vasgestel mag word.

3. WOORDOMSKRYWING.

'n Uitdrukking wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet en 'n verwysing na 'n Wet, omvat 'n wysiging van sodanige Wet; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„vakleerling”, 'n werknemer in diens ingevolge 'n skriftelike vakleerlingkontrak geregistreer ingevolge die bepalings van die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig;

„bounywerheid” of „nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die nywerheid waarin die werkgever en werknemer geassosieer is om geboue en bouwerke op te rig, te voltooi, te hernu, te herstel, te onderhou of te verbou, en/of om artikels vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke te vervaardig, of die werk gedoen, die materiaal berei of die nodige artikels op die bouterrein of elders vervaardig word of nie, en omvat alle werk wat gedoen word deur persone daarin wat in verband met onderstaande bedrywe, werksaamhede of onderdele daarvan en alle werkverbonde aan die werksaamhede van 'n werkgever in verband met die oprigting van 'n gebou met inbegrip van die sloping van geboue, in diens is—

Asfalteer, ook die aanbring van asfaltvloere en -dakke die aanbring van plate bitumenmastiek, of soortgelyke materiaal en die waterdigmaak van kelders of fondamente;

messelwerk, ook betonwerk, aanbring van betonblokke, betoeling van mure en vloere, voegwerk, plavei, mosaïekwerk, leiklip, marmer- en komposisiebekleding, rioolaanleg, leiklip- en dakpanne lê;

elektreiteisaanleg, ook elektrotegniese montering en bedrading en werksaamhede daaraan verbonde;

lakpolitoerwerk, ook polier met kwas of kussinkie en spuit met enige mengsel;

bevloering, ook hout-, komposisie-, rubbervloere of vloere van enige ander materiaal lê en dit met skuurpapier afwerk;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY PORT ELIZABETH.

AGREEMENT

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

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

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

Operative Plumbers' Association of Port Elizabeth; and the South African Electrical Workers' Association;

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

being the parties to the Industrial Council for the Building Industry, Port Elizabeth.

1. SCOPE OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth by all employers and employees in the Building Industry who are members of the employers organisation and the trade unions.

(2) Notwithstanding the provisions of sub-section (1)—

(a) the terms shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, or any contract entered into or any conditions fixed thereunder;

(b) sections 12, 13 and 27 shall not apply to employees for whom wages are specified in sub-clauses (a) (i), (ii), (v) or (x) of section 4 (1);

(b) the terms shall not apply to persons engaged in the erection, maintenance, repair or alterations on farms of—

(i) dwelling-houses at a cost of less than £2,000;

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes;

(d) the terms shall not apply to administrative or clerical employees;

(e) the terms shall apply to trainees under the Training of Artisans Act, 1951 (Act No. 38 of 1951), only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into force on such date as may be determined by the Minister of Labour and shall remain in force for two years from that date or for such period as may be fixed by the Minister in terms of sub-section (1) of section forty-eight of the Act.

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1937;

“apprentice” means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, as amended from time to time;

“Building Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades, activities or sub-divisions thereof and all work incidental to the activities of an employer in connection with the erection of a building, including the demolition of buildings—

asphalting, which includes asphalting floors and roofing, fixing sheeting of bitumastic or similar materials and waterproofing basements or foundations;

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

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

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

flooring, which includes laying of floors of wood, composition, rubber or any other material, and sandpapering of same;

insit van glas, ook die sny en lê van en bekleding met glas, maar nie die maak van loodvensterwerk, gekleurde glasvensters en lê van glas in skrynwerkfabrieke nie;

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

installeer van hystoestelle, ook die vervaardiging van hysbakke en die oprigting en/of onderhoud van hystoestelle;

ligwerk, lood en ander metale, ook die maak en/of insit van ligte, ligreklametekens, en die insit van glas in verband daarmee;

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

metaalwerk, ook die aanbring van staalplafonne, metaalvenster, metaaldeure, bouersmidswerk, metaalrame en metaaltrappe en argitektoniese metaalwerk, die berei en/of aanbring van getrokke metaalwerk en metaalplaat en uitgedrukte metaal; of die gebruikte artikel deur die persoon wat die gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

skilderwerk, ook versiering, plak, kouwaternerf, beits, verniswerk, houtvlamwerk, marmerwerk, bespuiting, bordskildering, reliëfwerk met plastiese middels en muurversiering;

pleisterwerk, ook vormwerk, insit van granoliet- en komposisievloere, vassit van kurk, komposisiemuurbekleding en polier van mure, klipwerk met voorafgevormde of kunsklip, beteeëling van mure en vloere, plaveiwerk en mosaïekwerk, of die gebruikte artikel deur die persoon wat dit gemaak of berei het, in die gebou aangebring word of nie;

loodgieterswerk, ook loodsweis, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, loodkalfaatwerk, ventilasie, verwarming, warm- en kouweraanleg, brandinstallasie, asbesbakgeute, kielgeute, die aanbring van geute en afloppye en die vervaardiging en aanbring van alle metaalplaatwerk, of die gebruikte artikel deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoór- en bankuitrusting, ook die vervaardiging en/of aanbring van winkelfronte, vensterkaste, vertoonkaste, toonbanke, skerms en binnetoebehore en -uitrusting;

staalversterking in posisie, ook die afmerk, buig, plaas en vassit van versterking in posisie;

staalkonstruksie, ook die aanbring, die grondverf, en verf in posisie van alle soorte staal- of ander metaalpilare, metaallêers, staalbalke of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;

houtwerk, ook timmerwerk, houtbewerking, masjienhoutwerk, slyp en hamer en stel van sae, houtdraaiwerk, houtsnijwerk, die aanbring van sinkplaat, klank- en akoestiek materiaal, kurk en asbesisolering, houtdakspane, asbesplaat-, malthoid-, gras- en alle soorte dakbedekking, maak van latjies, komposisieplafon- en -muurbekleding, proppe in mure inslaan, metaalbekleding van houtwerk, knaagdierdigting, of die gebruikte artikel deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

„Raad”, die Nywerheidsraad vir die Bounywerheid, Port Elizabeth, soos kragtens artikel twee van die Nijverheid Verzoeningswet, 1924, geregistreer, en beskou as kragtens artikel negentien van die Nywerheidsverzoeningswet, 1937, geregistreer;

„plattelandse werke”, 'n werk binne die magistraatsdistrik Port Elizabeth, maar nie binne 'n afstand van agt myl langs die korste roete van Markplein, Port Elizabeth, nie;

„bestuurder”, die persoon wat beheer het oor die stuurapparaat van 'n meganiese voertuig;

„noodsaaklike diens”, enige werk wat noodsaaklikewys verrig moet word ten einde die gesondheid en veiligheid van die publiek of die uitoefening van enige ander nywerheid, besigheid, of onderneming te verseker;

„noodwerk”, werk wat nie redelikerwys gedurende die ure voorgeskryf in, of wat vasgestel kan word ooreenkomstig artikel 10 van hierdie Ooreenkoms, verrig kan word nie;

„plaas”, 'n stuk grond wat minstens elf morg beslaan;

„voorman”, 'n werknemer wat belas is met die beheer oor 'n werk of werke of 'n besondere afdeling van 'n werk of werke, wat werk aan werknemers onder sy beheer uitgee en oor die vordering daarvan tot voltooiing toesig hou en dissipline handhaaf en in die algemeen aan die werkgewer vir doeltreffendheid by die werk of werke verantwoordelik is en wat daarbenevens of voortdurend of by tussenpose die werk van 'n vakman verrig;

glazing, which includes cutting, bedding and facing of glass; excluding making of lead lights and stained glass windows and bedding of glass in joinery mills;

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

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

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

painting, which includes decorating, paper-hanging, distemper, staining, varnishing, graining, marbling, spraying, signwriting, plastic texture relief-work, wall decorating;

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

Plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, lead caulking, ventilating, heating, hot and cold water fitting, fire installation, fixing asbestos box gutters, valley gutters, eaves gutters and down pipes, 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 on site, which includes the marking out, bending, placing and fixing of reinforcing on the site;

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

woodworking, which includes carpentry, woodworking, machining, saw sharpening and hammering and setting, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood shingles, asbestos sheet, malthoid, thatching and all types of roof covering, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, rodent-proofing, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

“Council” means the Industrial Council for the Building Industry, Port Elizabeth, as registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1937;

“country jobs” means a job within the Magisterial District of Port Elizabeth, but not within a distance of eight miles by the shortest route from the Market Square, Port Elizabeth;

“driver” means the person who has control of the steering apparatus of a mechanical vehicle;

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

“emergency work” means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with section 10 of this Agreement;

“farms” means an area of land not less than eleven morgen in extent;

“foreman” means an employee placed in charge of a job or jobs or a particular section of a job or jobs, who gives out work to employees under his control and supervises its progress towards completion and maintains discipline and generally is responsible to the employer for efficiency on the job or jobs, and who, in addition performs the work of a journeyman, either constantly or intermittently;

"algemene voorman", 'n werknemer wat in 'n suiwer toesig-houdende hoedanigheid optree en wat belas is met die beheer oor 'n werk of werke, wat werk aan werknemers onder sy beheer en toesig uitgee, wat dissipline handhaaf en in die algemeen aan die werkgever vir doeltreffendheid by die werk of werke verantwoordelik is, en van wie dit, uitgesonderd by tussenpose of in 'n onderriggewende hoedanigheid, nie vereis word om die werk van 'n vakman te verrig nie;

"klein werkies", 'n werk wat nie langer as drie dae duur nie;

"vakman", 'n werknemer, uitgesonderd 'n vakleerling of minderjarige, halfgeskoolde arbeider, ongeskoolde arbeider of bestuurders van meganiese voertuie, wat in een of meer van die bedrywe of onderafdelings daarvan, genoem in die omskrywing van "bounywerheid", in diens is;

"meganiese voertuig", enige voertuig, selfaangedrewe deur meganiese krag, wat vir die vervoer of sleep van alle soorte goedere en materiaal gebruik word;

"minderjarige", 'n werknemer gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig, toegelaat word;

"oortyd", enige tyd wat op Saterdag of buite die werkure voorgeskryf in artikel 10 van die Ooreenkoms gewerk word, uitgesonderd die tyd wat op Sondag, Goeie-Vrydag, Paasmaandag of Kersdag gewerk word;

"stukwerk", enige werkstelsel waarvolgens die minimum loon waartoe 'n werknemer geregtig is bereken word net op die basis van die verrigte werkhoeveelheid of -produksie afgesien van die tyd wat aan sodanige werk bestee is;

"halfgeskoolde arbeider", 'n werknemer wat enigeen of al die volgende klasse werk verrig, nl.—

hyswerktoeie bedien;

toesig uitsluitlik oor ongeskoolde arbeiders hou;

inmekaarsit van metaalvensters;

bediening van betonmengers of mortelmengers of soortgelyke masjiene;

bediening van vloerskuurmasjiene;

witkalk;

glasuurspykertoestel slegs in skrynwierkfabrieke gebruik;

grondlaag aan sponnings van rame slegs in skrynwierkfabrieke verf;

werk met krag-rutimmerhoutsirkelsaag, bandhershag, raamsae en dwarssae onder toesig van 'n werknemer wat minstens die lone voorgeskryf in artikel (4) (1) (a) (iv) ontvang, met inbegrip van die verstel van die leier soos nodig, maar nie die verwydering, vervanging, skerpmaak, hamer en/of stel van saaglemme nie;

die werk van ketelbediener verrig;

klipwerk in tuine doen;

en wat bowendien die werk van 'n ongeskoolde arbeider kan doen;

"bouwerk", ook mure, grensmure, steunmure en monumente, uitgesonderd grafstene en grafmonumente;

"behoorlike slaapplek", 'n waterdigte onderdak wat goed gesluit kan word en voorsien is van 'n houtvloer, houtslaapbank en die nodige was- en toiletgeriewe;

"taakwerk", enige wykstelsel waarvolgens 'n minimum werkhoeveelheid of -produksie binne 'n bepaalde tyd verrig moet word as voorwaarde vir die betaling van lone vir sodanige werk;

"ongeskoolde arbeider", 'n werknemer wat enige werk verrig wat nie inbegrepe is by die bedrywe wat uitdruklik in die lys bedrywe, van "asfalteer" tot "houtwerk", in die omskrywing van "bounywerheid" vermeld word nie, of enige werk wat nie onder die omskrywing van "halfgeskoolde arbeider" ingesluit is nie en omvat werknemers wat die volgende werksaamhede verrig:—

Gleuwe vir leiklippe in mure maak of kap, beton boor, gate vir proppe boor en 'n gekwalifiseerde draadwerker by bedrading behulpsaam wees, en nyper onder toesig sny of skroef;

onder toesig staalversterkingsmateriaal met draad vasbind of -heg, asook sodanige materiaal sny, buig en aanmekaarsit;

steiers onder toesig oprig;

kalfaatwerk onder toesig aan rioolpype doen;

latrines wat deur natuurle gebruik word, witkalk deur teer en bitumineuse neweprodukte te gebruik (mits die bitumen minstens 75 persent van die basiese bestanddele van die produk uitmaak);

klippoleermasjiene bedien;

versterkingsyster onder toesig vassit en oprig;

beton onder toesig afvlak;

graafwerk vir fondamente en slote doen;

timmerhout en skrynwierk hanteer en/of van timmerhout-skure of -werkplekke na en van skrynwierkfabrieke of houtwerkmasjienswinkels dra wat in verband staan met die produksie van artikels wat in die bounywerheid gebruik word;

vasbind en/of pak van timmerhout, skrynwierk, muurbord en dergelyke artikels wat in die bounywerheid gebruik word, met uitsluiting van dié houtwerke wat nie regstreeks met die bounywerheid in verband staan nie;

"wag", 'n werknemer wat persele, geboue, hekke, voertuie, boumateriaal of ander eiendom bewaak.

"General foreman" means an employee employed in a purely supervisory capacity only and who is placed in charge of a job or jobs, who gives out work to employees under his control and supervision, who maintains discipline and is generally responsible to the employer for efficiency on the job or jobs, and who is not required to do the work of a journeyman except intermittently or in an instructional capacity;

"jobbing" means a job of not more than three days' duration;

"journeyman" means an employee other than an apprentice, minor, semi-skilled labourer, unskilled labourer or drivers of mechanical vehicles, employed in any one or more of the trades or sub-divisions thereof mentioned in the definition of "Building Industry";

"mechanical vehicle" means any vehicle self-propelled by mechanical power used for the conveyance or haulage of goods and materials of any description;

"minor" means an employee employed during the probationary period allowed under the Apprenticeship Act, 1944, as amended from time to time;

"overtime" means any time worked on Saturday or outside of the hours of work prescribed in section 10 of the Agreement, other than time worked on a Sunday, Good Friday, Easter Monday or Christmas Day;

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

"semi-skilled labourer" means an employee engaged in any or all of the following classes of work, viz.—

Operating hoists;

supervising solely unskilled labourers;

assembling metal windows;

operating concrete mixers or mortar mills or other similar machines;

operating floor sand-papery machines;

limewashing;

using glazing sprigg gun in joinery mills only;

priming rebates of sashes in joinery mills only;

operating on rough timber power-driven circular saws, band re-saws, frame saws and cross-cut saws under the supervision of an employee receiving not less than the wages prescribed in section 4 (1) (a) (iv), including the moving of the fence as required, but excluding the removal, changing, sharpening, hammering and/or setting of saw blades;

performing the work of a boiler attendant;

performing stone work in gardens;

and who may in addition perform the work of an unskilled labourer;

"structure" includes walls, boundary walls, retaining walls and monuments other than tombstones and burial monuments;

"suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor, wooden bunk, and the necessary washing and lavatory accommodation;

"task work" means any system of work under which a minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of wages for such work;

"unskilled labourer" means an employee engaged on any work not included in the trades specifically referred to in the list of trades, viz.: "asphalting" to "woodworking" in the definition of "Building Industry", or on any work not included under the definition of "semi-skilled labourer", and shall include employees performing the following operations:—

Chasing and cutting walls for conduits, drilling concrete, drilling holes for plugging purposes and assisting a qualified wireman in the drawing of wires and cutting and screwing of piping under supervision;

binding or tying with wire steel reinforcing materials and cutting, bending and assembling such materials under supervision;

scaffold-erecting under supervision;

caulking of drain pipes under supervision;

limewashing Native latrines, using tar and bitumen bi-products (provided that bitumen constitutes not less than 75 per cent of the basic constituents of the product);

operating stone polishing machinery;

erecting and fixing reinforcing under supervision;

screeding concrete under supervision;

excavating for foundations and trenches;

handling and/or carrying timber and joinery from timber sheds or timber yards to or from joinery mills or wood-working machine shops connected with the production of articles to be used in the Building Industry;

tying up and/or packing timber, joinery, wallboard and other similar articles used in the Building Industry, excluding those timber yards which have no direct connection with the Building Industry.

"watchman" means an employee who is engaged in guarding premises, buildings, gates, vehicles, building materials or other property.

4. LONE.

(1) (a) Geen lone teen laer skale as die ondergenoemde mag deur 'n werkgewer gedurende die geldigheidsduur van hierdie Ooreenkoms, gelees tesame met die oorblywende bepalings van hierdie artikel, betaal en deur 'n werknemer aangeneem word nie:—

Basiese skaal per uur.	
Eerste jaar van Ooreenkoms.	Tweede jaar van Ooreenkoms.
s. d.	s. d.

(i) Ongeskoolde arbeiders.....	0 9	0 9
(ii) Halfgeskoolde arbeiders.....	1 7	1 7
(iii) Vakmanne in die bedrywe skilder, lakpolitoerwerk en ruite insit.....	3 2	3 3
(iv) Vakmanne in alle ander bedrywe	3 5	3 6
(v) Bestuurders van meganiese voertuie met 'n vraggrens van:		
Onder 6,000 lb.....	1 6	1 6
6,000 lb.....	1 7	1 7
Oor 6,000 lb. maar hoogstens 10,000 lb.....	2 0	2 0
Oor 10,000 lb. maar hoogstens 14,000 lb.....	2 3	2 3
(vi) Vakleerlinge.....	Basiese lone voorgeskryf by Goewermentskenningsgewing No. 1515 van 23 Julie 1948, soos van tyd tot tyd gewysig.	
(vii) Minderjariges in alle bedrywe..	£1. 8s. per week.	
(viii) Voormanne.....	Moet betaal word teen skale wat nie laer is as dié wat in subartikel (1) (a) (iv) vir vakmanne voorgeskryf word nie.	
(ix) Algemene voormanne.....	Moet betaal word teen skale wat nie laer is as dié wat in subartikel (1) (a) (iv) vir vakmanne voorgeskryf word nie.	
(x) Wage.....	40s. per week van ses dae (plus werklik voorgeskrewe lewenskostetoelae).	

(aa) Die gewone werkure van 'n wag mag nie 14 uur per skof per dag vir 'n week van ses dae oorskry nie.

(bb) Ingeval 'n kleiner getal ure as wat in (aa) hierbo voorgeskryf word, gewerk word, moet die skaal per week na verhouding verminder word.

(cc) Die ooreenkomsvoorwaardes betreffende werkure oortyd en besoldiging vir werk op Sondae en sekere openbare vakansiedae en skofwerk, is nie op hierdie klas werknemer van toepassing nie.

(b) *Verskillende loonskaal.*—(i) 'n Werknemer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag, hetsy benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor 'n loon in subartikel (1) (a) voorgeskryf is wat hoër is as dié van sy eie klas, moet aan dié werknemer 'n loon vir al die gewone werkure op daardie dag betaal teen 'n skaal vir elke uur gelyk aan die hoër uurskaal; met dien verstande dat dié werknemer ten opsigte van die dag waarop hy die werk verrig, nie tot 'n gesamentlike bedrag geregtig is wat groter is as die bedrag wat 'n gekwalifiseerde werknemer wat dié hoër klas sou toegekóm het teen die loonskaal wat vir hom by subartikel (1) (a) voorgeskryf is nie.

(ii) Waar 'n werknemer in diens is as 'n vakman vir wie lone by subartikels (1) (a) (iii) en (iv) van hierdie artikel voorgeskryf is, en dit van die werknemer vereis of hy toegelaat word om werk te doen waarvoor 'n laer loonskaal voorgeskryf is; moet dié werknemer nietemin besoldig word teen die hoër skaal wat vir vakmanne voorgeskryf is.

(2) *Besoldiging vir werk op sekere dae.*—Dubbel die lone (uitgesonderd lewenskostetoelae en vakansiefonds) soos in hierdie artikel vasgestel, moet deur 'n werkgewer betaal word vir alle tyd wat op Sondae, Goeie-Vrydag, Paasmaandag en Kersdag tot die gewone begintyd op die volgende dag gewerk word; met dien verstande dat die bepalings van hierdie klousule nie op wage van toepassing is nie.

(3) *Gevaarlike werk.*—(a) Vir alle werk van 'n gevaarlike aard, moet 'n toelae teen 6d. per uur benewens die gewone verdienste van die betrokke werknemer betaal word. In die geval van 'n geskil moet die saak verwys word na die Raad wie se beslissing of die werk vir die toepassing van hierdie subartikel as gevaarlik beskou moet word, finaal is.

(b) Vir die toepassing van hierdie subartikel beteken gevaarlike werk enige werk wat as gevaarlik geklassifiseer word in enige statutêre, provinsiale of munisipale wet of regulasie betreffende die bounywerheid en geldig in enige dorp of plek waarin of waar sulke werk verrig word.

L.W.—Die aandaag van werkgewers en werknemers word gevestig op artikels vier-en-sestig en vyf-en-sestig van die Nywerheids-verseeningswet, 1937, en veral op die omskrywing van „steking” wat dwang om lone aan te neem of toe te staan, uitgesonderd dié in hierdie klousule bepaal, onwettig mag maak.

4. WAGES.

(1) (a) No employer shall pay and no employee shall accept wages at rates lower than the following during the period of operation of this Agreement read with the remaining provisions of this section:—

	Basic Rate per Hour.	
	First Year of Agreement.	Second Year of Agreement.
	s. d.	s. d.

(i) Unskilled labourers.....	0 9	0 9
(ii) Semi-skilled labourers.....	1 7	1 7
(iii) Journeymen in painting, French polishing and glazing trades....	3 2	3 3
(iv) Journeymen in all other trades..	3 5	3 6
(v) Drivers of mechanical vehicles of a payload of—		
Under 6,000 lb.....	1 6	1 6
6,000 lb.....	1 7	1 7
Over 6,000 lb. but not exceeding 10,000 lb.....	2 0	2 0
Over 10,000 lb. but not exceeding 14,000 lb.....	2 3	2 3
(vi) Apprentices.....	Basic wages as prescribed in Government Notice No. 1515 of 23rd July, 1948, as amended from time to time.	
(vii) Minors in all trades.....	£1. 8s. per week.	
(viii) Foremen.....	Shall be paid at rates not less than those prescribed for journeymen in sub-section (1) (a) (iv).	
(ix) General foreman.....	Shall be paid at rates not less than those prescribed for journeymen in sub-section (1) (a) (iv).	
(x) Watchmen.....	40s. per 6 day week (plus statutory cost of living allowance).	

(aa) The ordinary hours of work of a watchman shall not exceed 14 hours per shift per day for a six-day week.

(bb) In the event of a lesser number of hours being worked than prescribed in (aa) above, the rate per week shall be reduced pro rata.

(cc) The agreement conditions relating to hours of work; overtime and payment for work on Sundays and certain public holidays and shiftwork, shall not apply to this class of employee.

(b) *Different Rates.*—(i) An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in sub-section (1) (a), shall pay to such employee a wage for all the ordinary hours of work on that day at a rate for each hour equal to the higher hourly rate, provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work, greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-section (1) (a).

(ii) Where an employee is employed as a journeyman for whom wages are prescribed in sub-section (1) (a) (iii) and (iv) of this section, and such an employee is required or permitted to do work for which a lower rate of wages is prescribed, such an employee shall nevertheless be paid at the higher rate as prescribed for journeymen.

(2) *Payment of Work on Certain Days.*—Double the wages (excluding cost of living allowance and holiday fund) laid down in this section shall be paid by an employer for all time worked on Sundays, Good Friday, Easter Monday and Christmas Day until the usual starting time on the following day; provided that the provisions of this clause shall not apply to watchmen.

(3) *Dangerous Work.*—(a) On all jobs of a dangerous nature, an allowance at the rate of 6d. per hour shall be paid in addition to the normal earnings of the employee concerned. In the event of a dispute the matter shall be referred to the Council whose decision as to whether the work shall be regarded as dangerous for the purpose of this sub-section shall be final.

(b) For the purpose of this sub-section, dangerous work means any work classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry, and operative in any town or place in or at which such work is performed.

N.B.—The attention of employers and employees is directed to sections sixty-four and sixty-five of the Industrial Conciliation Act, 1937, and especially to the definition of “strike” which may render unlawful a coercion to accept or concede wages other than those provided for in this clause.

(4) *Lewenskostetoelae.*—Benewens die basiese lone kragtens hierdie Ooreenkoms betaalbaar, moet elke werkgewer elke betaaldag aan sy werknemers onderstaande betaal:—

- (a) In die geval van halfgeskoolde en ongeskoolde arbeiders en minderjarige die lewenskostetoelae voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig mag word, of die basiese bedrae van 6½d. per uur aan halfgeskoolde arbeiders en 4d. per uur aan ongeskoolde arbeiders, nl. die hoogste van die twee; met dien verstande egter dat solank die lewenskostetoelae aan vakmanne betaalbaar op die basis van die formule in paragraaf (c) hiervan uiteengesit, 14½d. per uur beloop of dit te bowe gaan, die bestaande basiese bedrae van 6½d. en 4d. per uur onderskeidelik 6½d. en 4½d. per uur moet word; voorts met dien verstande dat vir elke vermindering van een pennie in die lewenskostetoelae soos hierbo omskryf, betaalbaar aan vakmanne van 13½d. per uur, die lewenskostetoelae aan halfgeskoolde en ongeskoolde arbeiders betaalbaar, onderskeidelik met een halfpennie per uur en met een kwartpennie per uur verminder moet word totdat die basiese bedrae van 6½d. en 4d. per uur onderskeidelik tot 4½d. en 3½d. per uur verminder word;
- (b) in die geval van vakleerlinge en bestuurders van meganiese voertuie, die lewenskostetoelae voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos gewysig of soos dit van tyd tot tyd gewysig mag word;
- (c) in die geval van alle ander werknemers: 'n bedrag van 7d. per uur wat, tot 'n maksimum van 3 sjielings per uur, met een halfpennie verhoog of verminder moet word vir elke punt of gedeelte daarvan waarmee die kleinhandelprysindekssyfer bo 130 styg of daaronder daal of met een halfpennie vermindering of vermeerdering moet word vir elke voltooië kerf van 2½ punte waarmee die kleinhandelprysindekssyfer onder 130 daal of daarbo styg totdat die prysindekssyfer 100 bereik; enige vermeerdering of vermindering van die toelae kragtens hierdie bepaling tree in werking met ingang van die eerste betaaldag na die bekendmaking in die amptelike persberig deur die Direkteur van Sensus en Statistiek van die inligting oor die verandering van die kleinhandelprysindekssyfer wat sodanige vermeerdering of vermindering nodig maak; met dien verstande egter dat die lewenskostetoelae wat kragtens hierdie subartikel betaalbaar is, die toelae moet insluit wat kragtens Oorlogsmaatregel No. 43 van 1942, soos gewysig, betaalbaar is, en in gevalle waar die toelae wat kragtens hierdie subartikel betaalbaar is, minder is as dié voorgeskryf by genoemde Oorlogsmaatregel, laasgenoemde toelae betaal moet word.

Vir die toepassing van die vorige paragraaf beteken „kleinhandelprysindekssyfer”, die prysindekssyfers met betrekking op voedsel, brandstof, lig, huisuur en diverse vir die stad Port Elizabeth, vergeleke met homself en soos deur die Direkteur van Sensus en Statistiek vasgestel en van tyd tot tyd bekendgemaak; en vir die toepassing van die voorgaande paragrawe (a) en (c) beteken die uitdrukking „per uur” die volgende: „ten opsigte van elke gewone uur gewerk” en omvat dit nie ure oortyd gewerk nie.

(5) *Vakansiefonds.*—Benewens die basiese lone en lewenskostetoelae kragtens hierdie Ooreenkoms betaalbaar, moet elke werkgewer op elke betaaldag aan sy werknemers 'n vakansiefondsbetaling ooreenkomstig die bepalinge van artikel 29 van hierdie Ooreenkoms doen.

(6) *Afwagtingstyd.*—Wanneer dit as gevolg van slapte in die handel of onvermydelike vertraginge in verband met die aflewering van materiaal of ander oorsake buite die beheer van werkgewers onmoontlik gevind word om op 'n dag met werk voort te gaan, is werkgewers slegs aanspreeklik vir die betaling aan hul werknemers van volle lone en toelae soos voorgeskryf in hierdie Ooreenkoms vir al die tyd wat tot op die tydstop waarop die opdrag gegee is om werk te staak, aan die werk bestee is.

Wanneer 'n werknemer hom op die gebruikelike manier op 'n werkdag op die gewone aanvangstyd vir werk aanmeld en daar is geen werk vir hom nie, moet aan hom 'n bedrag gelyk aan twee ure se betaling betaal word asof hy inderdaad gewerk het, tensy hy die vorige dag deur sy werkgewer in kennis gestel is dat sy dienste nie op die betrokke dag nodig sal wees nie.

5. STUKWERK, TAAKWERK, AANSPORINGSKEMAS.

(1) Die uitgee van werk deur werkgewers of die verrigting van werk deur werknemers op 'n stukwerk- of taakwerkbasis is verbode.

(2) Ondanks die bepalinge van subartikel (1) van hierdie artikel is dit by onderlinge ooreenkoms tussen 'n individuele werkgewer en sy werknemers toelaatbaar om 'n stelsel van aansporingsbetalings in te voer en toe te pas; met dien verstande dat die besoldiging en ander geldelike voordele wat werknemers toekom nie as gevolg van die invoering of toepassing van sodanige stelsel minder mag wees as dié voorgeskryf in artikels 4, 8, 9, 11 en 29 van hierdie Ooreenkoms nie, en voorts met dien verstande dat die ander bepalinge van hierdie Ooreenkoms in elke opsig nagekom moet word. 'n Geskil wat as gevolg van die toepassing van hierdie subartikel ontstaan, kan deur enigeen van die partye vir beslissing aan die Raad voorgelê word.

6. KONTRAK VIR WERK ALLEEN.

Geen werkgewer mag 'n kontrak op grond van werk alleen sluit nie en geen werknemer mag sulke werk verrig nie.

(4) *Cost of Living Allowances.*—In addition to the basic wages payable in terms of this Agreement, each employer shall on each pay day pay to his employees—

- (a) in the case of semi-skilled and unskilled labourers and minors the cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time, or the basic amounts of 6½d. per hour to semi-skilled labourers and 4d. per hour to unskilled labourers, whichever is the higher; provided, however, that so long as the cost of living allowances payable to journeymen on the basis of the formula set out in paragraph (c) hereof amount to or exceed 14½d. per hour the above basic amounts of 6½d. and 4d. per hour shall become 6½d. and 4½d. per hour respectively; provided further that for every penny decrease in the cost of living allowances payable as above defined to journeymen from 13½d. per hour the cost of living allowance payable to semi-skilled and unskilled labourers shall be reduced by ½d. per hour and by ¼d. per hour respectively until the basic amounts of 6½d. and 4d. per hour are reduced to 4½d. and 3½d. per hour respectively;
- (b) in the case of apprentices, drivers of mechanical vehicles and watchmen, the cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time;
- (c) in the case of all other employees 7d. per hour, which amount shall be increased, subject to a maximum of 3s. per hour or decreased by ½d. for every one point or part thereof rise or fall in the retail price index above 130, or shall be reduced or increased by ½d. for every completed notch of two and a half points fall or rise in the retail price index below 130 until the price index reaches 100; any increase or decrease in the allowance in terms of these provisions shall come into effect as from the first pay-day after the publication in the official Press Release by the Director of Census and Statistics of the information reflecting the change in the retail price index necessitating such such increase or decrease; provided, however, that the cost of living allowance payable in terms of this sub-section shall include the allowances payable in terms of War Measure No. 43 of 1942, as amended, and in cases where the allowance payable in terms of this sub-section is less than that prescribed in the said War Measure, the latter allowance shall be paid.

For the purpose of the preceding paragraph „retail price index” shall mean the price index numbers relating to food, fuel, light, rent and sundries for the City of Port Elizabeth compared with itself and as assessed and published from time to time by the Director of Census and Statistics; and for the purpose of the preceding paragraphs (a) and (c) the expression „per hour” shall have the meaning of „in respect of each ordinary hour worked” and shall not include hours worked on overtime.

(5) *Holiday Fund.*—In addition to the basic wages and cost of living allowance payable in terms of this Agreement, each employer shall on each pay day pay to his employees, except watchmen, a holiday fund payment in accordance with the provisions of section 29 of this Agreement.

(6) *Waiting Time.*—Whenever, due to slackness of trade or unavoidable delays in securing delivery of materials, or other causes beyond the control of employers, it is found to be impossible to continue working on any day, employers shall be liable only to pay to their employees full wages and allowances as prescribed in this Agreement for all time spent on the job up to the time of being instructed to stop work.

Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him he shall be paid an amount equal to two hours' pay as if he had in fact worked. Unless he had been notified by his employer on the previous working day that his services would not be required on the day in question.

5. PIECE WORK/TASK WORK/INCENTIVE SCHEMES.

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

(2) Notwithstanding the provisions of sub-section (1) of this section it shall be permissible, by mutual agreement between any individual employer and his employees, to introduce and to operate a system of incentive payments, provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in sections 4, 8, 9, 11 and 29 of this Agreement, and provided further that the other provisions of this Agreement are adhered to in every respect. Any dispute arising out of the operation of this sub-section may be submitted by either party to the Council for decision.

6. LABOUR ONLY CONTRACT.

No employer shall contract on a labour only basis, and no employee shall engage on such work.

7. BETALING VAN LONE EN BESOLDIGING VIR OORTYDWERK.

(1) Lone en verdienste vir oortydwerk en ander besoldiging, met inbegrip van vervoertoelae, moet weekliks in kontant op die terrein betaal word (behoudens die bepalings van artikel 29 (3) (d) van hierdie Ooreenkoms) tussen die ure 1 nm. en sluitingstyd op Vrydae of by diensbeëindiging as dit voor die gewone betaaldag van die werkgewer plaasvind. Betaling mag egter op ander tye as bogenoemde of op ander dae as Vrydae gedoen word, met die voorafverkreë toestemming van die Raad, en betaling vir plattelandse werk kan gedoen word op dié tyd waarvoor onderling deur werkgewer en werknemer ooreengekom is, behoudens die bepalings van artikel 12 van hierdie Ooreenkoms.

(2) Lone, oortyd- en alle ander besoldiging, met inbegrip van vakansiefondsseëls, moet aan werknemers oorhandig word in verseëlde koeferte met daarop die datum van betaling, die name van die werkgewer en van die werknemer, die getal gewone en oortydure gewerk, die gemagtigde aftrekkings soos in artikel 7 (3) bepaal, en die kontantbedrag ingesluit. Hierdie besonderhede moet uiteengesit word volgens die voorbeeld van die loonkoefert (Aanhangsel A) aan die end van hierdie Ooreenkoms.

(3) Lone en besoldiging vir oortydwerk en alle ander besoldiging [uitgesonderd ten opsigte van heffings betaalbaar kragtens artikel 20 en behoudens die bepalings van artikel 29 (3) (d) van hierdie Ooreenkoms] moet ten volle in kontant sonder aftrekkings, betaal word; met dien verstande dat enige bedrag betaal deur 'n werkgewer wat ingevolge 'n wet, ordonnansie of regs-geding verplig is om betaling ten behoeve van 'n werknemer te doen, afgetrek kan word.

8. STAPTYD EN VERVOER.

(1) As 'n werk op groter afstand geleë is as wat gedek word deur 'n 4d.-buskaartjie en nie meer as agt myl van die Markplein, Port Elizabeth nie, moet die werkgewer vervoer in albei rigtings ten opsigte van genoemde afstand verskaf of daarvoor betaal. As 'n vervoermiddel deur die werkgewer verskaf word, moet die vervoermiddel die werk nie later as 10 minute na sluitingstyd verlaat nie, anders moet die werknemer betaal word vir die tyd wat hy verplig is om te wag, teen die loonskaal voorgeskryf in artikel 4 vir 'n werknemer van sy klas.

(2) Enige tyd deur 'n werknemer in beslag geneem om na en van die werk te gaan, is buite die gewone werkure voorgeskryf in artikel 10.

(3) Enige werknemer wat geregtig is tot staptyd- of vervoertoelae ten opsigte van enige afstand verder as dié gedek deur 'n 4d.-buskaartjie, moet dit weekliks saam met sy ander besoldiging ontvang.

9. PLATTELANDSE WERK.

Onderstaande moet deur 'n werkgewer toegestaan word aan 'n werknemer wat deur hom na 'n plattelandse werk gestuur word om daar te werk:—

- (1) As die werknemer elke dag terug huis toe kan gaan en dit doen—
 - (a) in die geval van ongeskoolde arbeiders, daaglik 'n spoorwegkaartjie 3de klas;
 - (b) in die geval van werknemers, uitgesonderd ongeskoolde arbeiders, daaglik 'n spoorwegkaartjie 2de klas, of 'n toelae gelyk aan die prys van so 'n kaartjie.

Die werknemers is nie geregtig tot enige lone ten opsigte van reistyd nie.

- (2) As die werknemer nie elke dag terug huis toe kan gaan nie—

- (a) 'n spoorwegkaartjie of 'n toelae gelyk aan die prys van die kaartjie, ten opsigte van reise na en van die werkplek onderskeidelik aan die begin en einde van sodanige werk—
 - (i) in die geval van ongeskoolde arbeiders, 3de klas;
 - (ii) in die geval van alle ander werknemers, 2de klas.

Vir reistyd slegs gedurende die gewone werkure, moet betaal word teen die uurloonskaal vir die betrokke werknemer in artikel 4 voorgeskryf;

- (b) behoorlike huisvesting, naby die werkplek, of in die geval van werknemers vir wie lone in subklousule (a) (iii) en (iv) van artikel 4 (1) voorgeskryf is, 'n toelae van 7s. 6d. per dag in plaas daarvan.

(3) Wanneer Kersdag op 'n Saterdag, Sondag of Maandag val, en 'n werknemer in staat is om huis toe te gaan en terug te wees op die gewone begintyd op Maandag (of Dinsdag, as Kersdag op 'n Sondag of Maandag val), moet die volgende refoerreiskaartjie, of 'n toelae gelyk aan die prys van die kaartjie, betaal word—

- (a) in die geval van ongeskoolde arbeiders, 3de klas;
- (b) in die geval van alle ander werknemers, 2de klas;

maar geen betaling in plas van sodanige reisgeld word gedoen as die reis nie onderneem word nie. Lone is nie betaalbaar ten opsigte van enige reistyd gedurende sulke naweke nie.

10. WERKURE.

- (1) Die gewone werkure mag nie onderstaande oorskry nie:—
- (a) In die geval van halfgeskoolde en ongeskoolde arbeiders en bestuurders van meganiese voertuie—
 - 1ste jaar van Ooreenkoms: 43 uur per week.
 - 2de jaar van Ooreenkoms: 42 uur per week.

7. PAYMENT OF WAGES AND OVERTIME.

(1) Wages and earnings for overtime and other remuneration, including transport allowance, shall be paid in cash weekly on the site [subject to the provisions of section 29 (3) (d) of this Agreement] between the hours of 1 p.m. and finishing time on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee. Payments may, however, be made at times other than the above or on days other than Fridays, with the prior consent of the Council, and payments for country jobs may be made at such time as may be mutually agreed upon by employer and employee, subject to the provisions of section 12 of this Agreement.

(2) Wages, overtime and all other remuneration, including holiday fund stamps, shall be handed to employees in sealed envelopes bearing the date of payment, the names of the employer and of the employee, the number of ordinary and overtime hours worked, the authorised deductions as laid down in section 7 (3), and the amount of cash enclosed. These details shall be set out as per specimen wage envelope (Annexure "A") at the end of this Agreement.

(3) Wages and remuneration for overtime and all other remuneration shall be paid in cash in full without deductions [except in respect of levies payable in terms of section 20, and subject to the provisions of section 29 (3) (d) of this Agreement]; provided that any amount paid by an employer, who is compelled by law, ordinance, or legal process to make payment on behalf of an employee, may be deducted.

8. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated at a greater distance than is covered by a fourpenny bus fare and not more than eight miles from Market Square, Port Elizabeth, the employer shall provide or pay for transport both ways in respect of the said distance. Where transport is provided by the employer, the means of conveyance shall leave the job not later than ten minutes after closing time, otherwise the employee shall be paid for the time he is required to wait at the rate of wages prescribed in section 4 for an employee of his class.

(2) Any time occupied by an employee in proceeding to or from work shall be outside the ordinary working hours prescribed in section 10.

(3) Any employee entitled to walking time or transport allowance in respect of any distance beyond that covered by a fourpenny bus stage shall receive it weekly with his other remuneration.

9. COUNTRY JOBS.

The following shall be granted by an employer to an employee sent by him to work on a country job:—

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

- (a) in the case of unskilled labourers, third class railway fare daily;
- (b) in the case of employees other than unskilled labourers, second class railway fare daily, or an allowance equivalent to such fare.

The employees shall not be entitled to any wages in respect of time spent in travelling.

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

- (a) railway fare or an allowance equivalent to such fare, in respect of journeys to and from the place of work at the beginning and end of such work respectively—
 - (i) in the case of unskilled labourers, third class;
 - (ii) in the case of all other employees, second class.
- (b) suitable accommodation, in proximity to the place of work, or in the case of employees for whom wages are prescribed in sub-clauses (a) (iii) and (iv) of section 4 (1) an allowance of 7s. 6d. per day in lieu thereof.

- (3) When Christmas Day falls upon a Saturday, Sunday or Monday, and an employee is able to proceed to his home and return by the ordinary starting time on Monday (or Tuesday if Christmas Day falls on a Sunday or Monday), the following return railway fare or an allowance equivalent to such fare shall be paid—

- (a) in the case of unskilled labourers, third class;
- (b) in the case of all other employees, second class;

but no payment in lieu of such fare shall be made if the journey is not undertaken. Wages shall not be payable in respect of any time spent in travelling during such week-ends.

10. HOURS OF WORK.

- (1) The ordinary hours of work shall not exceed—

- (a) in the case of semi-skilled, unskilled labourers and drivers of mechanical vehicles—

1st Year of Agreement: 43 hours per week.
2nd Year of Agreement: 42 hours per week.

(b) In die geval van alle ander werknemers (uitgesonderd wagte)—

1ste jaar van Ooreenkoms: 41 uur per week.
2de jaar van Ooreenkoms: 40 uur per week.

(2) Behoudens die bepalings van artikel 11 en van sub-artikel (3) van hierdie artikel van die Ooreenkoms, mag 'n werkgewer nie van sy werknemer vereis of hom toelaat om te werk en 'n werknemer mag nie werk op ander tye as die volgende nie:—

(a) In die geval van halfgeskoolde en ongeskoolde arbeiders en bestuurders van meganiese voertuie—

1ste jaar van Ooreenkoms.
Maandag tot Donderdag: 7.40 vm. tot 5.15 nm.
Vrydag: 7.40 vm. tot 5.20 nm.

2de jaar van Ooreenkoms.
Maandag tot Donderdag: 7.50 vm. tot 5.10 nm.
Vrydag: 7.50 vm. tot 5.30 nm.

Met dien verstande dat 'n middagete-onderbreking van 12.40 nm. tot 1.40 nm. in elke tydperk gedurende die eerste jaar van die Ooreenkoms nagekom moet word en van 12.50 nm. tot 1.50 nm. gedurende die tweede jaar van die Ooreenkoms.

(b) In die geval van alle ander werknemers—

1ste jaar van Ooreenkoms.
Maandag tot Donderdag: 7.50 vm. tot 5.05 nm.
Vrydag: 7.50 vm. tot 4.50 nm.

2de jaar van Ooreenkoms.
Maandag tot Vrydag: 8 vm. tot 5 nm.

Met dien verstande dat 'n middagete-onderbreking van 12.50 nm. tot 1.50 nm. in elke tydperk gedurende die eerste jaar van die Ooreenkoms nagekom moet word en van 1 nm. tot 2 nm. gedurende die tweede jaar.

Voorts met dien verstande dat werknemers met die vooraf-verkreë toestemming van die Raad toegelaat mag word om noodwerk of noodsaaklike dienste op Saterdag te verrig—

(i) in die geval van halfgeskoolde en ongeskoolde arbeiders, nie vroeër as 7.50 vm. en nie later as 12.10 nm. nie;

(ii) in die geval van alle ander werknemers, nie vroeër as 8 vm. en nie later as 12 nm. nie;

op voorwaarde dat die werknemers binne die volgende vyf werkdag 'n gelyke getal werkure vryaf gegee word of anders dat vir sulke werk wat op Saterdag gedoen word, betaal moet word teen die skale voorgeskryf in artikel 11 (2) (b) van hierdie Ooreenkoms.

(3) (a) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie behalwe op die voorwaarde voorgeskryf by artikel 11 van hierdie Ooreenkoms.

(b) Waar drie skofte gewerk word, moet een van die skofte binne die tye voorgeskryf by subartikels (1) en (2) van hierdie artikel gewerk word. Waar net twee skofte gewerk word, mag 'n werknemer nie vroeër as 6 vm. begin of later as 3 nm. vir die eerste skof ophou nie, of vroeër as 3 nm. begin of later as 12-uur middernag vir die tweede skof ophou nie; aan 'n werknemer wat enige skof werk, uitgesonderd die skof bepaal by subartikels (1) en (2) van hierdie artikel, moet die lone betaalbaar kragtens artikel 4 van hierdie Ooreenkoms plus 10 persent betaal word en hy moet dit ontvang.

(c) 'n Werkgewer wat voornemens is om werknemers in diens te neem om twee of meer skofte te werk, moet die Raad eers skriftelik van die voorneme in kennis stel en moet die ure noem waarin elke skof gewerk moet word.

(4) Geen werknemer mag, terwyl hy by 'n werkgewer in die bounywerheid in diens is, vir of namens iemand enige werk, hetsy vir besoldiging of nie, buite die ure wat voorgeskryf is, in of vasgestel mag word ooreenkomstig hierdie Ooreenkoms, aanvra, onderneem of verrig of sy bedryf of enige bedryf of onderafdeling daarvan genoem in die omskrywing van „bounywerheid”, uitoefen nie, en ook nie op Saterdag, Sondag, Goeie-Vrydag, Paas-Maandag, Kersdag of gedurende die jaarlikse verloftyd nie, tensy skriftelike verlof vooraf van die Raad verkry is; met dien verstande dat so 'n werknemer slegs vir homself werk mag verrig.

(5) Geen werk, uitgesonderd dié in artikel 11 (1) genoem, mag sonder die voorafverkreë toestemming van die Raad deur 'n werkgewer of 'n werknemer op Goeie-Vrydag, Paas-Maandag, Kersdag, Saterdag, Sondag of gedurende die jaarlikse verloftyd, verrig word nie.

(6) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om vir 'n onafgebroke tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat vir die toepassing van hierdie sub-artikel werktye wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou moet word; voorts met dien verstande dat subartikels (1), (2), (3) en (5) van hierdie artikel nie op voormanne en algemene voormanne van toepassing is nie, en dat subartikels (1), (2), (3), (5) en (6) van hierdie artikel nie op wagte van, toepassing is nie.

11. OORTYDWERK

(1) 'n Werkgewer mag nie van 'n werkgewer vereis of hom toelaat om oortydwerk te verrig nie, uitgesonderd in die volgende gevalle:—

(a) Noodwerk of noodsaaklike dienste; met dien verstande dat die werkgewer in sulke gevalle die Sekretaris van die Raad sonder versuim daarvan in kennis moet stel; en

(b) in the case of all other employees (other than watchmen)—

1st Year of Agreement: 41 hours per week.

2nd Year of Agreement: 40 hours per week.

(2) Subject to the provisions of section 11 and of sub-section (3) of this section of this Agreement, an employer shall not require or allow an employee to work, and an employee shall not work at times other than—

(a) In the case of semi-skilled labourers, unskilled labourers and drivers of mechanical vehicles—

1st Year of Agreement.

Mon. to Thur. 7.40 a.m. to 5.15 p.m.

Fri. 7.40 a.m. to 5.20 p.m.

2nd Year of Agreement.

Mon. to Thur. 7.50 a.m. to 5.10 p.m.

Fri. 7.50 a.m. to 5.30 p.m.

Provided that in every period a lunch interval is observed from 12.40 p.m. to 1.40 p.m. during the first year of the Agreement, and 12.50 p.m. to 1.50 p.m. during the second year of the Agreement.

(b) In the case of all other employees—

1st Year of Agreement.

Mon. to Thur. 7.50 a.m. to 5.05 p.m.

Fri. 7.50 a.m. to 4.50 p.m.

2nd Year of Agreement.

Mon. to Fri. 8 a.m. to 5 p.m.

Provided that in every period a lunch interval is observed from 12.50 p.m. to 1.50 p.m. during the first year of the Agreement, and 1 p.m. to 2 p.m. during the second year; provided further that with the prior consent of the Council employees may be allowed to do emergency work or essential work on Saturdays—

(i) in the case of semi-skilled and unskilled labourers, not earlier than 7.50 a.m. and not later than 12.10 p.m.;

(ii) in the case of all other employees, not earlier than 8 a.m. and not later than 12 noon;

on condition that the employees shall be allowed within the next five working days an equivalent number of working hours off, or alternatively that such work done on Saturdays shall be paid for at the rates prescribed in section 11 (2) (b) of this Agreement.

(3) (a) An employer may engage employees to work two or three shifts during any period of twenty-four hours, provided, however, that no employee shall work more than one shift in any period of twenty-four hours except under the conditions prescribed in section 11 of this Agreement.

(b) Where three shifts are being worked, one of the shifts shall be worked within the times prescribed in sub-sections (1) and (2) of this section.

In the case where two shifts only are worked an employee shall not start earlier than 6 a.m. or finish later than 3 p.m. for the first shift, or start earlier than 3 p.m. or finish later than 12 midnight for the second shift; an employee working any shift other than the shift laid down in sub-sections (1) and (2) of this section shall be paid and receive the wages payable under section 4 of this Agreement, plus 10 per cent.

(c) An employer intending to engage employees to work in two or more shifts shall first notify the Council in writing of such intention, and shall state the hours in which each shift shall be worked.

(4) No employee shall solicit, undertake or perform any work or ply his trade or any trade or subdivision thereof mentioned in the definition of "Building Industry", whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with this Agreement, nor on Saturdays, Sundays, Good Friday, Easter Monday, Christmas Day or during the annual leave period, whilst in the employ of an employer in the Building Industry, except where the prior consent of the Council had first been obtained in writing; provided that such an employee may perform work for himself only.

(5) No work other than that specified in section 11 (1) shall be performed by an employer or an employee on Good Friday, Easter Monday, Christmas Day, Saturday, Sunday, or during the annual leave period, without the prior consent of the Council.

(6) No employer shall require or permit an employee to work for a continuous period of more than five hours without an interrupted interval of at least one hour; provided that for the purpose of this sub-section periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; provided further that sub-sections (1), (2), (3) and (5) of this section shall not apply to foremen or general foremen, and that sub-sections (1), (2), (3), (5) and (6) of this section shall not apply to watchmen.

11. OVERTIME

(1) An employer shall not require nor allow an employee to work overtime except in cases—

(a) of emergency work or essential services; provided that the employer must in such cases notify the Secretary of the Council without delay; and

(b) waar die vereistes van die besondere geval dit nodig maak dat werk vinniger verrig moet word as wat moontlik is deur die ure te werk wat voorgeskryf is of wat ooreenkomstig artikel 10 van hierdie Ooreenkoms bepaal mag word, en wanneer die toestemming van die Raad vooraf verkry is.

(2) Vir oortydwerk moet teen die volgende skale betaal word:—

(a) Op ander dae as Saterdag—

(i) een en 'n half maal die lone voorgeskryf by artikel 4 van hierdie Ooreenkoms vir enige tyd tot en met vier uur gewerk op enige dag meer as die ure wat voorgeskryf is in, of wat vasgestel mag word ooreenkomstig artikel 10 van hierdie Ooreenkoms en daarna;

(ii) tweemaal die lone vir enige tyd op enige dag gewerk meer as die ure kragtens klousule (1) hiervan gewerk;

(b) Op Saterdag—

(i) een en 'n half maal die lone voorgeskryf by artikel 4 van hierdie Ooreenkoms vir werk gedoen—

(aa) tussen 7.50 vm. en 9.50 vm. in die geval van halfgeskoolde en ongeskoolde arbeider; en

(bb) tussen 8 vm en 10 vm. in die geval van alle ander werknemers; en

(ii) tweemaal die lone ten opsigte van werk op ander tye gedoen.

Met dien verstande dat die bepalings van hierdie artikel nie op wagte van toepassing is nie.

12. DIENSBEÏNDIGING.

'n Werkgewer wat verlang om die dienste van 'n werknemer te beëindig en 'n werknemer wat verlang om sy dienste by 'n werkgewer te beëindig, moet—

(1) in die geval van algemene voormanne, voormanne, timmermans, skrynwerkers, elektrisiëns en loodgieters minstens twee uur kennis van sodanige beëindiging gee;

(2) in die geval van messelaars, pleisteraars, skilders en ander vakmanne minstens twee uur kennis van sodanige beëindiging gee;

(3) 'n vakman, algemene voorman of voorman wat betaling van verskuldigde loon op die dag van diensbeëindiging verlang, moet sy werkgewer voor 10 vm. op die dag van diensbeëindiging kennis gee, anders kan die betaling van verskuldigde lone ten gevolge daarvan die volgende werkdag plaasvind;

(4) in die geval van werknemers genoem in paragraaf (1) hiervan geld die tydperk van kennisgewing van die begin van die laaste twee uur van die werkdag en die werknemer moet toegelaat word om sy gereedskap gedurende die kennisgewingstydperk van twee uur in orde te bring en daarna moet hy sy werk hervat en tot die gewone sluitingstyd daarmee voortgaan;

(5) in die geval van werknemers in paragraaf (2) hiervan genoem, geld die tydperk van kennisgewing van die begin van die laaste uur van die werkdag en die werknemer moet toegelaat word om sy gereedskap gedurende die een uur van die tydperk van kennisgewing in orde te bring en daarna moet hy sy werk hervat en tot die gewone sluitingstyd daarmee voortgaan;

(6) in die geval van ongeskoolde arbeiders, halfgeskoolde arbeiders, bestuurders van meganiese voertuie en wagte word daar nie 'n tydperk van kennisgewing van diensbeëindiging vereis nie, maar sodanige beëindiging is onderworpe aan die bepalings van artikel 7 van hierdie Ooreenkoms;

(7) ondanks andersluidende bepalings in hierdie Ooreenkoms, mag diensbeëindiging van 'n vakman, algemene voorman of voorman in geen geval voor die gewone sluitingstyd op die dag wat by kennisgewing van diensbeëindiging aangegee is, plaasvind nie. Met dien verstande dat diens in alle gevalle om 'n goeie rede wat by wet as voldoende erken word, sonder kennisgewing beëindig kan word.

13. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) 'n Geskikte plek, wat vir die doel van hierdie artikel 'n bouwerk beteken wat behoorlik gesluit kan word, moet deur die werkgewer op alle werke verskaf word om gereedskap in toe te sluit. Dit is nie op klein werkies van toepassing nie. Alle werknemersgereedskap in werkwinkels en by werke, uitgesonderd klein werkies, moet deur die werkgewer teen verlies deur brand verseker word en die maksimum aanspreeklikheid is £20 ten opsigte van elke werknemer.

(2) Werkgewers moet slypstene of amarielkywe verskaf vir die skerpmak van gereedskap by die werk. Hierdie subartikel is nie op klein werkies van toepassing nie.

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

(a) *Asfaltwerkers*.—Rollers, borseis en reiplanke.

(b) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, skroefsluitels, koefoete, handbore en boorstukke oor 12 duim lank en alle hamers oor 3 lb., ystersaaglemme en sae om asbes te saag.

(c) *Klipmesselaars en steenhouders*.—

(i) Gereedskap om graniet of harde klip te bewerk, en kloue.

(ii) Geskikte afdakke vir steenhouders, waarvan die dak minstens 10 vt. hoog moet wees. Hierdie reël is nie op klein werkies op bouerreine van toepassing nie.

(iii) 'n werknemer om gereedskap skerp te maak.

(b) where the exigencies of the particular case demand that work shall be performed with greater rapidity than would be possible by working the hours prescribed or as may be laid down in accordance with section 10 of this Agreement, and when the consent of the Council shall have first been obtained.

(2) Overtime shall be paid for at the following rates:—

(a) On days other than Saturdays—

(i) one and one-half times the wages prescribed in section 4 of this Agreement for any time up to four hours worked upon any day in excess of the hours prescribed in or as may be laid down in accordance with section 10 of this Agreement and thereafter;

(ii) twice such wages for any time worked upon any day in excess of the hours worked in terms of clause (a) (i) hereof;

(b) On Saturdays—

(i) one and one-half times the wages prescribed in section 4 of this Agreement for work done—

(aa) between 7.50 a.m. and 9.50 a.m. in the case of semi-skilled and unskilled labourers; and

(bb) between 8 a.m. and 10 a.m. in the case of all other employees; and

(ii) twice such wages in respect of work done at other times;

provided that the provisions of this section shall not apply to watchmen.

12. TERMINATION OF EMPLOYMENT.

Any employer desirous of terminating the services of an employee, and any employee desirous of terminating his services with an employer shall—

(1) in the case of general foremen, foremen, carpenters, joiners, electricians and plumbers, give not less than two hours' notice of such termination;

(2) in the case of bricklayers, plasterers, painters and other journeymen, not less than one hour's notice of such termination;

(3) any journeymen, general formemen or foremen requiring payment of wages due to be made on the day of termination, shall give his notice to the employer before 10 a.m. on the day of termination of employment. Otherwise payment of wages due may, in consequence, take place the next working day;

(4) in the case of employees mentioned in paragraph (1) hereof the notice period becomes operative at the beginning of the last two hours of the working day and the employee shall be permitted during the two hour notice period to put his tools in working order and thereafter he shall resume and continue his work until the normal stopping time;

(5) in the case of employees mentioned in paragraph (2) hereof the notice period becomes operative at the beginning of the last hour of the working day and the employee shall be permitted during the one hour notice period to put his tools in working order and thereafter he shall resume and continue his work until the normal stopping time;

(6) in the case of unskilled labourers, semi-skilled labourers, drivers of mechanical vehicles and watchmen, a period of notice of termination is not required, but such termination is subject to the provisions of section 7 of this Agreement;

(7) notwithstanding anything to the contrary contained in this Agreement, termination of employment of a journeyman, general foreman or foreman shall not in any case take place before the normal stopping time on the day stated when giving notice of termination of employment;

provided that employment may in all cases be terminated without notice for any good cause recognised by law as sufficient.

13. STORAGE AND PROVISION OF TOOLS, ETC.

(1) A suitable place, which for the uprose of this section means a structure capable of being securely locked, shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops and on jobs other than jobbing work shall be insured by the employer against loss by fire, the maximum liability to be £20 in respect of each employee.

(2) Employers shall supply grindstones or emery wheels for sharpening tools on the job. This sub-section shall not apply to jobbing work.

(3) Employer shall provide in the case of—

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

(b) *Carpenters*.—All cramps, handscrows, glue brushes, wrenches, crowbars, augers and bits over 12 inches long and all hammers over 3 lb., hacksaw blades and saws for cutting asbestos.

(c) *Masons and Stonecutters*.

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

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

(iii) An employee to sharpen all tools.

- (d) *Skilders, glaswerkers en plakkers*.—Alle gereedskap uitgezonderd stopverfmesse, glassnyers, stoffers en plakkers se kwaste en skêre.
- (e) *Pleisteraars*.—Mortelborde (hout) en bokke ongeveer 2 vt. 6 dm. hoog, rollers, reiplanke en spesiale granolietgereedskap.
- (f) *Loodgieters en gasaanlêers*.—
- Masjiene wat in die werkwinkel of by die werk gebruik word;
 - handaambeelde en klinkstawe en bore van alle groottes;
 - draadsnygereedskap soos snyblokke en -tappe, ens.;
 - pypsniers en bankskroewe;
 - spesiale en swaar kalfaterysters en vuurpotte;
 - smeltpotte en groot gietlepel;
 - beitels, deurslae en muurpenne langer as 9 duim;
 - soldeerboute en blaaslampe;
 - vyle en metaalsaagblaaië;
 - skroefspille van meer as 2 duim deursny;
 - klinknaelstelle van klinknaels No. 12 en groter en dryfbeitels;
 - metaalplaatwerkers se hamers en dryfhamers;
 - deurslae van meer as $\frac{1}{4}$ (kwart) duim deursny, hol of solied;
 - skroefseutels en tange meer as 12 duim lank.
- (g) *Elektrisiëns*.—Groot vyle, alle bankskroewe, groot beitels, saaglemme, gatsnygereedskap vir intrekkaste en skroefsnijgereedskap, alle hamers oor 2 lb. en snelbore, metaalpotte en gietlepele en „rawl“-proppe.

14. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE SOORTE WERK.

Werkgewers en werknemers moet onderstaande reëls nakom:—

- (1) *Pleisteraars se gietwerksinkels*.—Die volmaak van gietvorms moet uitgevoer word deur ongeskoolde arbeiders onder die toesig van 'n werknemer wat teen minstens die loonskaal besoldig moet word wat vir vakmanne by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, en geen werknemer aldus in diens mag lone teen 'n laer skaal aanneem nie.
- (2) *Betonwerk*.—
- 'n Werknemer in diens om enigeen van ondergenoemde bedrywighede te verrig:—
- Bekisting maak of oprig;
 - Oppervlaktes afwerk;
 - Toesig hou oor die oprigting en aanbring van versterking;
 - Toesig hou oor gelykmaak- en ander betonwerk; moet teen minstens die loonskaal besoldig word wat vir vakmanne by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, en geen werknemer aldus in diens mag lone teen 'n laer skaal aanneem nie.
- (ii) Elke werkgever moet 'n werknemer in diens hê teen minstens die loonskaal wat vir 'n vakman by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, wat onafgebroke in diens moet wees terwyl beton in posisie geplaas word en dit is die uitsluitlike plig van hierdie werknemer om toesig te hou oor ander persone wat hierdie klas werk verrig.
- (3) *Klipwerk*.—
- 'n Werkgever mag geen ander persoon as 'n klipmessaal as bediener van 'n klipdraai- en skaafmasjiën en/of diamant- en karborundsagmasjiën in diens hê nie, tensy sodanige persoon 'n loon ontvang van minstens die skaal wat vir vakmanne by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, en geen werknemer aldus in diens mag lone teen 'n laer skaal aanneem nie.
 - 'n Werkgever mag niemand uitgesonderd 'n gekwalifiseerde klipmessaal in diens hê by werk wat gewoonlik deur klipmesselaars verrig word nie, uitgesonderd die werk omskryf onder die omskrywing van halfgeskoolde arbeider.
- (b) 'n Werkgever moet 'n werknemer wat in diens is om saaglemme te stel, klippe reg te sit om gesaag te word en/of alle klippe vir poleermasjiene vassit of gelykmaak, besoldig teen minstens die skaal voorgeskryf vir vakmanne by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms, en geen werknemer aldus in diens mag 'n loon teen 'n laer skaal aanneem nie.
- (c) 'n Werkgever mag nie toelaat dat klipwerkbanke minder as 6 vt. van mekaar staan nie of dat stof met uitlaat- of saamgeperste lug gedurende werkure afgeblaas word nie.
- (d) Alle gevierkante klip moet in die werkgever se werkplek of op die werk self bewerk word, maar mag by die klippreekplek slegs met behulp van 'n splinterhamer kleiner gemaak word. As die werkgever se werkplek by die klippreekplek geleë is, moet dit op 'n veilige afstand van die werkfront van die klippreekplek af wees.
- (4) *Steiers*.—'n Werkgever moet sorg dat alle steiers van goeie materiaal gemaak is en dat dit opgerig is onder toesig van 'n takelaar of ander persoon aan wie die werkgever minstens die skaal moet betaal wat vir vakmanne by artikel 4 (1) (a) (iv) van hierdie Ooreenkoms voorgeskryf is, en geen werknemer aldus in diens mag 'n loon teen 'n laer skaal aanneem nie.

- (d) *Painters, Glaziers and Paperhangers*.—All tools except putty knives, glass cutters, dusters and paperhangers' brushes and scissors.
- (e) *Plasterers*.—Dagga boards (wood) and stands of approximately 2 feet 6 inches height, rollers, straight-edges and special granolithic tools.
- (f) *Plumbers and Gasfitters*.
- Machines used in shop or on job.
 - Stake and riveting bars and drills of all sizes.
 - Screwing tackle, such as stock, dies, taps and ratchets.
 - Pipe-cutting tools and vices.
 - Special and heavy caulking irons and fire-pots.
 - Metal pots and large ladles.
 - Chisels, punches and wal pins over 9 inches in length.
 - Soldering irons.
 - Files and hacksaw blades.
 - Mandrills over 2 inches in diameter.
 - Rivet sets from No. 12 rivet and over, and grooving tools.
 - Sheet metal workers' mallets and heavy dressers.
 - Punches over $\frac{1}{4}$ (quarter) inch in diameter, hollow or solid.
 - Wrenches and tongs over 12 inches in length.
- (g) *Electricians*.—Large files, all vices, large chisels, saw blades, hole cutting tools for draw in boxes and screw cutting tools, all hammers over 2 lb. and high speed drills, metal pots and ladles and rawl plugs.

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

Employers and employees shall observe the following rules:—

- (1) *Plasterers' Modelling Shops*.—The filling of moulds shall be carried out by unskilled labourers under the supervision of an employee, who shall be paid not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.
- (2) *Concrete Work*.
- An employee employed to perform any of the following operations:—
- Making or erecting shuttering;
 - finishing surfaces;
 - supervising erection and fixing of reinforcing;
 - supervising levelling and other concrete work;
- shall be paid not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate;
- (ii) Every employer shall employ an employee at a rate of not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, who shall be continuously employed whilst concrete is being placed in situ, and it shall be the sole duty of this employee to supervise other persons doing this class of work.
- (3) *Stone Work*.
- An employer shall not employ any person other than a mason as an operator of a stone turning and planing machine and/or of a diamond and carborundum sawing machine unless such person is in receipt of wages not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.
 - An employer shall not employ any person other than a qualified mason on work usually performed by masons, other than the work defined under the definition of semi-skilled labourer.
- (b) An employer shall pay an employee employed in fixing saw-blades, setting stones ready for sawing and/or fixing or levelling all stones for polishing machines, wages at not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.
- (c) An employer shall not permit masons' bankers to be less than 6 feet apart or dust to be blown off with exhaust or compressed air during working hours.
- (d) All squared stone must be worked in the employers' yard or on the job but may be reduced in size at the quarry by the use of a small hammer only. When the employer's yard is situated at the quarry it must be a safe distance from the working face of the quarry.
- (4) *Scaffolding*.—An employer shall ensure that all scaffolding is constructed of sound material and that it is erected under the supervision of a rigger or other person to whom the employer shall pay not less than the rates prescribed for journeymen in section 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.

15. NAT WEER.

(1) *Skulping*.—Op enige plek waar bouwerkzaamhede uitgevoer word, moet werkgewers 'n skulping verskaf waarin werknemers gedurende nat weer kan skuil.

(2) *Besoldiging*.—'n Werknemer wat by die begintyd by die werk is, moet besoldiging van een uur se basiese loon ontvang, of hy gedurende daardie tyd werk of nie.

16. LATRINES.

Sanitêre geriewe moet deur alle werkgewers by alle werke vir blankes en nie-blankes apart verskaf word.

17. VERVERSINGS.

Elke werkgewer moet 'n persoon verskaf vir die bereiding van tee vir sy werknemers in die oggend, tydens die middagete-onderbreking en in die namiddag. Geen werknemer mag die plek waar hy werk vir tee in die oggend of in die namiddag verlaat nie. Tee-onderbrekings moet van 10 vm. tot 10.7 vm. en van 3.53 nm. tot 4 nm. toegestaan word.

18. WERKENDE WERKGEWER OF VENNOOT.

Elke werkende werkgewer of vennoot moet die werkure en ander voorwaardes wat in hierdie Ooreenkoms vir vakmanne voorgeskryf word, nakom.

19. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en hy mag menings ter leiding van werkgewers en werknemers uitspreek wat nie strydig met die bepalings daarvan is nie.

20. UITGAWES VAN DIE RAAD.

(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer op elke betaaldag een sjieling aftrek van die verdienste van elke vakman by hom in diens vir wie lone by artikel 4 (i), subartikel (a) (iii), (iv), (viii) en (ix) van hierdie Ooreenkoms voorgeskryf is.

(b) Die werkgewer moet 8d. bydra ten opsigte van elke sjieling afgetrek ingevolge klousule (a) van hierdie subartikel.

(c) Alle aftrekking en bydraes ingevolge hierdie artikel moet deur die werkgewer aan die Raad betaal word op die wyse voorgeskryf by subartikel (2) van hierdie artikel.

(2) (a) Alle bedrae wat ooreenkomstig die bepalings van subartikel (1) van hierdie artikel betaalbaar is, moet voor die 7de dag van elke maand ten opsigte van die vorige maand aan die Raad betaal word.

(b) Alle bedrae wat kragtens die voorgaande bepalings van hierdie artikel betaal is, moet in besonderhede op die voorgeskrewe vorm (Aanhangsel B), getoon word, tesame met die getal vakmanne en hul bedrywe.

(c) As 'n werkgewer nie ambagsmanne in diens het nie, moet so 'n werkgewer nogtans 'n opgawe voor die 7de dag van elke maand instuur, met die woorde „Geen ambagsmanne” of „Geen vakmanne” dwarsoor die vorm (Aanhangsel B) geskryf.

(d) Alle opgawes (Aanhangsel B) moet die handtekening van die werkgewer of die handtekening van sy behoorlik gemagtigde verteenwoordiger toon, en moet voor of op die 7de dag van elke maand ten opsigte van die vorige maand by die Sekretaris van die Raad ingedien word.

21. VRYSTELLINGS.

(1) Die Raad mag vrystelling van enigen van die bepalings van hierdie Ooreenkoms om enige goeie en voldoende rede verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes vas te stel waarop en die tydperk waarvoor enige vrystelling geldig sal wees.

(3) 'n Vrystellingslisensie, deur die Sekretaris van die Raad geteken, moet aan elke vrystelnde persoon uitgereik en 'n kopie van elke sodanige vrystelling aan die Afdelingsinspekteur, Departement van Arbeid, Port Elizabeth, gestuur word.

(4) 'n Vrystellingslisensie kan te eniger tyd in die loop van die tydperk waarvoor dit uitgereik is, deur die Raad gewysig of ingetrek word. 'n Werkgewer of werknemer moet die bepalings kragtens 'n vrystellingslisensie vasgestel, op dieselfde wyse nakom en uitvoer asof dit 'n bepaling van hierdie Ooreenkoms is.

22. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer in die nywerheid moet binne drie dae na die datum waarop hy 'n werkgewer word of waarop die Ooreenkoms van krag word, nl. die jongste van die twee datums, onderstaande besonderhede aan die Sekretaris van die Raad stuur:—

(i) Naam voluit.

(ii) Besigheidsadres.

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

(b) (i) As die werkgewer 'n vennootskap of maatskappy is, moet inligting kragtens subartikel (1) (a) van hierdie artikel aan die Raad ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris verskaf word.

(ii) Elke individuele werkgewer, vennootskap of maatskappy moet—

(a) die volle titel of firmanaam waaronder die besigheid gedryf gaan word, aan die Raad verstrek;

(b) die Raad skriftelik binne 14 dae in kennis stel van enige verandering van die titel, firmanaam, bestuur, vennote of adres van die besigheid;

15. WET WEATHER.

(1) *Shelter*.—At any site where building operations are being conducted employers shall provide shelter in which employees may take cover during wet weather.

(2) *Payment*.—An employee who is on the job at starting time shall receive payment of one hour's basic pay irrespective of whether he works during that time or not.

16. LATRINES.

Sanitary accommodation shall be provided by all employers on all jobs for Europeans and Non-Europeans separately.

17. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at the lunch interval and in the afternoon. No employee may leave the position where he is working for tea in the morning or afternoon. Tea intervals shall be allowed from 10 a.m. to 10.7 a.m. and from 3.53 p.m. to 4 p.m.

18. WORKING EMPLOYER OR PARTNER.

Any working employer or partner shall observe the working hours and other conditions prescribed for journeymen in this Agreement.

19. ADMINISTRATION OF AGREEMENT.

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

20. EXPENSES OF THE COUNCIL.

(1) (a) For the purpose of meeting the expenses of the Council, each employer shall, on each pay day, deduct one shilling from the earnings of each journeyman employed by him for whom wages are laid down in section 4 (1), sub-sections (a) (iii), (iv), (viii) and (ix) of this Agreement.

(b) In respect of each shilling deducted in terms of clause (a) of this sub-section, the employer shall contribute eightpence.

(c) All deductions and contributions made in terms of this section shall be paid to the Council by the employer in the manner prescribed in sub-section (2) of this section.

(2) (a) All amounts payable in accordance with the provisions of sub-section (1) of this section shall be paid to the Council before the 7th day of each month in respect of the previous month.

(b) All amounts paid in accordance with the foregoing terms of this section shall be shown in detail on the prescriber form (Annexure B) together with the number of journeymen and their trades.

(c) Where an employer did not employ journeymen, such an employer shall nevertheless submit a return before the 7th day of each month, with the words "No Journeymen" or "No Artisans" written across the form (Annexure B).

(d) All returns (Annexure B) shall bear the signature of the employer or the signature of his duly authorised representative, and shall be lodged with the Secretary of the Council on or before the 7th day of each month in respect of the preceding month.

21. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

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

(3) A licence of exemption signed by the Secretary of the Council shall be issued to every person exempted and a copy of each such exemption shall be forwarded to the Divisional Inspector, Department of Labour, Port Elizabeth.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted. An employer or employee shall observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if it were a term of this Agreement.

22. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry shall within three days of the date of becoming an employer or of the Agreement coming into force, whichever is the later, forward to the Secretary of the Council the following particulars:—

(i) Full name.

(ii) Business address.

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

(b) (i) Where the employer is a partnership or company, information in accordance with sub-section (1) (a) of this section shall be furnished to the Council in respect of each partner, director, manager or secretary.

(ii) Every individual employer, partnership or company shall—
(aa) furnish to the Council the full title or style under which such business is to be conducted;

(bb) notify the Council in writing, within fourteen days, of any change in the title, style, management, partners or address of such business;

- (c) binne 14 dae skriftelik kennis aan die Raad gee van enige permanente verandering in die aard van die besigheidsbedrywighede, of enige bykomende bedrywighede onder die bestaande geregistreerde naam, titel of firmaam gedryf;
- (d) die Raad binne 14 dae skriftelik kennis gee van staking van bedrywighede in die bounywerheid.
- (2) Die Sekretaris van die Raad moet 'n register van alle werkgewers en vennootskappe in subartikel (1) hiervan genoem, hou; met dien verstande dat subartikels (1) (a), (1) (b) (i) en (ii) (aa) van hierdie artikel nie op werkgewers wat reeds by die inwerking-treding van hierdie Ooreenkoms by die Raad geregistreer is, van toepassing is nie.

23. KENNISGEWINGBORDE.

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

24. TYD- EN LOONREGISTERS.

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

25. AGENTE.

- (1) Die Raad moet een of meer persone as agente aanstel om te help om aan die bepalings van hierdie Ooreenkoms uitvoering te gee. 'n Agent het die reg—
- (a) om enige perseel of plek waarin die nywerheid uitgeoefen word, binne te gaan te eniger tyd wanneer hy 'n redelike vermoede het dat enige persoon daarin werksaam is;
- (b) om of alleen of in die aanwesigheid van enige ander persone soos hy goedvind ten opsigte van sake betreffende hierdie Ooreenkoms, elke persoon mondeling te ondersoek, wat hy in of by die perseel of plek vind en van dié persone vereis om die gestelde vrae te beantwoord;
- (c) om die voorlegging van die boeke, tydstaats, registers en dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, te eis en dit te ondersoek, na te gaan of af te skryf.

26. VERTONING VAN OOREENKOMS.

'n Werkgewer moet, bo en behalwe die kennisgewings wat hy by artikel *agt-en-vyftig* van die Wet verplig is om te vertoon, 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale in elke werkwinkel of werkplek waar hy besigheid dryf, op 'n opvallende plek wat maklik toeganklik vir al sy werknemers is, laat vertoon.

27. INDIENSNEMING VAN WERKNEMERS.

(1) Lede van die vakverenigings verbind hulle om diens slegs by lede van die werkgewersorganisasie aan te neem, en lede van die werkgewersorganisasie verbind hulle om slegs lede van die vakverenigings in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is as, na die Raad se mening, lidmaatskap van 'n party by hierdie Ooreenkoms sonder grondige rede geweier is nie; voorts met dien verstande dat enige persoon wat hom deur die Raad se beslissing om enige besluit van die party te bekrachtig, veronreg voel, die feite onder die aandag van die Minister van Arbeid kan bring, en as die Minister, na raadpleging met die Raad, so beslis, is hierdie subartikel, met ingang van die datum deur die Minister bepaal, nie van toepassing ten opsigte van sodanige persoon nie, en hierdie datum moet aan die persoon wat hom veronreg voel en die Raad meegedeel word.

(2) Bewys van lidmaatskap van enigeen van die vakverenigings is die voorlegging van 'n geldende driemaandelike werkkartaar deur die Raad verskaf en deur die betrokke vakvereniging uitgereik, en dié werkkartaar moet deur die werknemer op aanvraag vertoon word.

(3) Die bepalings van hierdie artikel is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie van Suid-Afrika binnegekom het nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande waarop hy diens in die nywerheid begin het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand gewys het, die bepalings van hierdie artikel onmiddellik van toepassing word.

(4) 'n Lid van 'n vakvereniging wat nie by 'n lid van die werkgewersorganisasie werk kan kry nie, mag nie by 'n werkgewer wat nie 'n lid van die werkgewersorganisasie is nie in diens tree nie, tensy hy eers vooraf die skriftelike toestemming van die Raad verkry het.

(5) Die bepalings van hierdie artikel is eweseer van toepassing op dié werknemers wat in die hoedanigheid van voorman of algemene voorman in diens geneem is;

Met dien verstande dat die bepalings van hierdie artikel nie van toepassing is op algemene voormanne wat nie vir lidmaatskap van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is, in aanmerking kom nie of wat vir 'n tydperk van drie jaar of langer voor die inwerkingtreding van hierdie Ooreenkoms vrystelling van die bepalings van hierdie artikel eghad het.

28. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder die ouderdom van vyftien jaar mag in die nywerheid in diens geneem word nie.

29. JAARLIKSE VERLOF EN BESOLDIGDE OPENBARE VAKANSIEDAE.

(1) Elke werkgewer moet verlof toestaan en elke werknemer moet verlof neem wat begin op die gewone sluitingstyd op 17 Desember 1953 en 16 Desember 1954, en wat op die gewone

- (cc) Give notice in writing to the Council, within fourteen days, of any permanent change in the nature of the business operations, or any additional operations conducted under the existing registered name, title or style;
- (dd) give notice in writing to the Council, within fourteen days, of ceasing operations in the Building Industry.

(2) The Secretary of the Council shall maintain a register of all employers and partnerships referred to in sub-section (1) hereof; provided that sub-sections (1) (a), (1) (b) (i) and (ii) (aa) of this section shall not apply to employers already registered with the Council on the coming into force of this Agreement.

23. NOTICE BOARDS.

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

24. TIME AND WAGE RECORDS.

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

25. AGENTS.

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

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

26. EXHIBITION OF AGREEMENT.

An employer shall cause a legible copy of this Agreement in both official languages to be exhibited in every workshop or yard where he carries on business, in a conspicuous position easily accessible to all his employees, in addition to the notices he is required to exhibit by section *fifty-eight* of the Act.

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 members of the trade unions only; provided that this clause shall not apply where an employer or employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause; provided further, that any person who feels aggrieved by the Council's decision in confirming any decision of the parties, may bring the facts to the notice of the Minister of Labour, and, if the Minister, after consultation with the Council so decides, this sub-section shall not apply in relation to such person with effect from the date specified by the Minister, which date shall be notified to the aggrieved person and to the Council.

(2) Proof of membership of any of the trade unions shall be the production of a current quarterly working card provided by the Council and issued by the trade union concerned, and such working card shall be produced by the employee on demand.

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

(4) A member of a trade union who is unable to obtain employment with a member of the employers' organisation shall not undertake employment with an employer who is not a member of the employers' organisation unless the prior consent of the Council is first obtained in writing.

(5) The provisions of this section shall apply with equal force to those employees who are employed in the capacity of foremen or general foremen; provided that the provisions of this section shall not apply to general foremen who are not eligible for membership of a trade union party to this Agreement or who have held an exemption from the provisions of this section for a period of three or more years prior to the coming into operation of this Agreement.

28. EMPLOYMENT OF MINORS.

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

29. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

(1) Every employer shall grant and every employee shall take leave beginning at the normal stopping time on the 17th December, 1953, and the 16th December, 1954, and ending at the normal

begintyd, onderskeidelik 4 Januarie 1954 en 3 Januarie 1955 eindig, uitgesonderd—

- (a) in die geval van noodwerk of 'n noodsaaklike diens, wanneer die werkgewer die Sekretaris van die Raad onmiddellik daarvan in kennis moet stel; of
- (b) in 'n geval waar die toestemming van die Raad vooraf verkry is.

In die geval van uitsonderings onder klousules (a) en (b) van hierdie subartikel moet elke werkgewer verlof in 'n onafgebroke tydperk van 17 dae met ingang van die gewone sluitingstyd op 'n Vrydag en eindigende op die gewone begintyd op Dinsdag aan elke werknemer toestaan en moet elke werknemer dit neem, en mag sodanige vervangende verlof nie later as die eerste Dinsdag in die daaropvolgende April eindig nie. Die datums van dié verlof moet skriftelik aan die Sekretaris van die Raad voor die aanvang van die verlof meegedeel word. Wanneer Goede-Vrydag en Paasmaandag binne die tydperk van die verlof val moet twee volle dae by die genoemde tydperk as 'n verdere twee dae verlof gevoeg word, en moet aan die werknemer se basiese loon ten opsigte van sodanige dae voor of op die eerste betaaldag na hervatting van werk of op die datum van diensbeëindiging betaal word, nl. die vroegste van die twee datums.

(2) Goede-Vrydag en Paasmaandag is vakansiedae met volle besoldiging—met uitsondering van lewenskostetoelae en vakansiefondsbetaling—vir alle werknemers uitgesonderd halfgeskoolde en ongeskoolde arbeiders; vir laasgenoemde twee klasse werknemers is Goede-Vrydag en Paasmaandag onbesoldigde vakansiedae; met dien verstande dat die nie-betaling van die lewenskostetoelae nie van toepassing is nie op dié werknemers aan wie ooreenkomstig die bepalings van Oorlogsmaatregel No. 42 van 1943, soos gewysig, of soos dit van tyd tot tyd gewysig mag word, lewenskostetoelae betaal word. In sulke gevalle moet lewenskostetoelae ten opsigte van genoemde vakansiedae betaal word, afgesien daarvan of gewone basiese lone betaalbaar is of nie.

OPMERKING.—Die bepalings van hierdie voorbehoudsbepaling is nie op ongeskoolde en halfgeskoolde arbeiders van toepassing nie.

(3) Benewens die besoldiging betaalbaar ingevolge artikel 4 van hierdie Ooreenkoms, moet elke werkgewer ten opsigte van elke uur wat deur een van sy werknemers gewerk word, aan elkeen van dié werknemers die volgende vakansietoelae betaal:—

- (a) *Ongeskoolde arbeiders.*—Aan elke ongeskoolde arbeider op elke betaaldag of by diensbeëindiging, indien dit op 'n ander dag as betaaldag plaasvind, 'n kontantbedrag van 1d. vir elke gewone uur gewerk.
- (b) *Halfgeskoolde arbeiders en bestuurders van meganiese voertuie.*—Aan elke halfgeskoolde arbeider en elke bestuurder van meganiese voertuie op elke betaaldag of by diensbeëindiging, indien dit op 'n ander dag as betaaldag plaasvind, 'n kontantbedrag van 1½d. vir elke gewone uur gewerk.
- (c) *Vakleerlinge.*—Aan elke vakleerling by hom in diens as 'n vakansietoelae, 'n bedrag wat gelykstaan aan die besoldiging wat hy sou ontvang het indien hy gedurende die vakansietydperk voorgeskryf in subartikel (1) van hierdie artikel sou gewerk het, min enige bedrag wat ten opsigte van openbare vakansiedae wat ooreenkomstig subartikel (2) van hierdie artikel binne dié tydperk val, betaal word.
- (d) *Vakmanne.*—Aan elke vakman, voorman en algemene voorman, behoudens die bepalings van paragrawe (i), (ii) en (iii) hiervan, op elke betaaldag of by diensbeëindiging, indien dit op 'n ander dag as betaaldag plaasvind, 'n bedrag van 3d. vir elke gewone uur gewerk.

(i) Die werkgewer moet, ten opsigte van die bedrae verskuldig ooreenkomstig klousule (d), gedurende die eerste jaar van die Ooreenkoms, aan elke vakman, voorman en algemene voorman by hom in diens een vakansiefondsseël per week met 'n waarde van 10s. 3d. (tien shillings en drie pennies) uitreik, en daarna een seël per week met 'n waarde van 10s. (tien shillings). Elke seël moet duidelik leesbaar gerokeer word deur die naam van die werkgewer en die datum van uitreiking daarop te plaas.

(ii) Waar die aantal gewone ure gewerk minder as 'n volle week is, kan die verskil tussen die waarde van die seël en die werklike vakansiefondsbedrag wat hom toekom van die totale verskuldigde lone afgetrek word.

(iii) Waar 'n vakman, voorman of algemene voorman vir meer as een werkgewer in een week werk, moet die eerste werkgewer die vakansiefondsseël uitreik en daaropvolgende werkgewers in dieselfde week die vakansiefondsbedrae wat hom toekom, in kontant saam met die gewone besoldiging betaal wanneer dit betaalbaar is.

(4) Elke werkgewer moet seëls van die Raad koop om hom in staat te stel om subartikel (3) hiervan na te kom en 'n voldoende reservevoorraad moet te alle tye deur hom gehou word. Die Raad moet die waarde van alle ongebruikte seëls wat teruggestuur word aan die werkgewer vergoed.

(5) Elke werknemer aan wie seëls uitgereik is, moet die seëls in 'n bydraeboekie plak wat hy van die Sekretaris van die Raad moet verkry en hou. Die Raad moet 1s. vir elke boekie laat betaal.

starting time on the 4th January, 1954, and the 3rd January, 1955, respectively, except—

- (a) in a case of emergency work or essential service when the employer must notify the Secretary of the Council without delay; or
- (b) in a case where the prior permission of the Council has first been obtained.

In the case of exceptions under clauses (a) and (b) of this sub-section, every employer shall grant and every employee shall take leave in an unbroken period of 17 days beginning at the normal stopping time on a Friday and ending at the normal starting time on a Tuesday, such substituted leave ending not later than the first Tuesday in April following. The dates of each substituted leave shall be notified to the Secretary of the Council in writing before the commencement of such leave. When Good Friday and Easter Monday fall within the period of such leave, two full days shall be added to the said period as a further two days' leave, and the employee shall be paid two days' basic pay in respect of such days not later than the first pay day following resumption of work or on date of termination of services, whichever is the earlier.

(2) Good Friday and Easter Monday shall be holidays on full pay—excluding cost of living allowance and holiday fund payment—for all employees other than semi-skilled and unskilled labourers; for these latter two classes of employees Good Friday and Easter Monday shall be unpaid holidays; provided that the exclusion of the payment of cost of living allowance shall not apply to those employees who are paid cost of living allowance in accordance with the provisions of War Measure No. 42 of 1943, as amended, or as may be amended from time to time. In such cases cost of living allowance shall be paid in respect of the holidays mentioned herein, irrespective of whether ordinary basic wages are payable or not.

NOTE.—The provisions of this proviso shall not apply to unskilled and semi-skilled labourers.

(3) In addition to the remuneration payable in terms of section 4 of this Agreement, every employer shall, in respect of each and every ordinary hour worked by each of his employees, pay to each such employee the following holiday allowance:—

- (a) *Unskilled Labourers.*—Pay in cash to each unskilled labourer on each and every pay day or on termination of employment should this occur on a day other than a pay day, an amount of 1d. for every ordinary hour worked.
- (b) *Semi-Skilled Labourers and Drivers of Mechanical Vehicles.*—Pay in cash to each semi-skilled labourer and each mechanical vehicle driver on each and every pay day or on termination of employment should this occur on a day other than a pay day, an amount of 1½d. for every ordinary hour worked.
- (c) *Apprentices.*—Pay to each apprentice in his employ as a holiday allowance an amount equal to the remuneration which he would have received had he worked during the holiday period prescribed in sub-section (1) of this section, less any amount paid in respect of public holidays falling within that period in terms of sub-section (2) of this section.
- (d) *Journeymen.*—Pay to each journeyman, foreman and general foreman, subject to the provisions of paragraphs (i), (ii) and (iii) hereof, on each and every pay day or on termination of employment should this occur on a day other than a pay day, an amount of 3d. for every ordinary hour worked;

(i) The employer shall, in respect of the amounts due in terms of clause (d), issue to each journeyman, foreman and general foreman employed by him, one holiday fund stamp per week to the value of 10s. 3d. (ten shillings and three pence) during the first year of the Agreement, and one stamp per week to the value of 10s. (ten shillings) thereafter. Each stamp to be legibly cancelled by placing the employer's name and the date of issue thereon.

(ii) Where the number of ordinary hours worked is less than a full week, the difference between the value of the stamp and the actual amount of holiday fund earned may be deducted from the total wages due.

(iii) Where a journeyman, foreman or general foreman works for more than one employer in any one week the first employer shall issue the holiday fund stamp and subsequent employers in the same week shall pay the holiday fund amounts earned in cash with the ordinary remuneration when due.

(4) Each employer shall purchase from the Council stamps to enable him to comply with sub-section (3) hereof and an adequate reserve shall at all times be maintained by him. The Council shall refund to an employer the value of any unused stamps returned.

(5) Each employee to whom stamps are issued shall affix the stamps in a contribution book which he shall obtain from the Secretary of the Council and retain. The Council shall make a charge of 1s. for each book.

(6) Die bedrae aan die Raad betaal vir die koop van seëls moet deur die Raad namens die werknemers gehou word aan wie sulke seëls uitgereik sal word 'n gedeelte van teruggehoue lone vir verloffdoeleindes, en moet gestort word op 'n fonds bekend as die "Vakansiefonds van die Bounwyerheid".

(7) So gou moontlik na die tweede Vrydag, en nie later as die derde Vrydag in November elke jaar nie, moet elke werknemer sy bydraeboekie in ruil vir 'n kwitansie by die Sekretaris van die Raad deponeer, en die Sekretaris van die Raad moet aan die werknemer 'n som geld betaal gelyk aan die waarde van die seëls wat behoortlik in sy bydraeboekie geplak en gerojier is, op 'n datum nie later as die dag voor die aanvang van sy vakansietyd nie.

(8) Die Raad is nie aanspreeklik vir die betaling van seëls wat kragtens subartikel (3) van hierdie artikel aan werknemers uitgereik is nie, tensy die seëls behoortlik gerojier en in 'n bydraeboekie geplak en die bydraeboekie by die Raad gedeponeer is.

(9) Geen werknemer is geregtig om betaling van die Raad vir die waarde van seëls te eis wat deur hom voor die dag voor die aanvang van sy verloftyd ontvang is nie.

(10) Die bydraeboekie en seëls wat aan werknemers uitgereik word, is nie oordragbaar nie en gelde aan 'n werknemer verskuldig of die reg daarop, mag nie gesedeer of verpand word nie. Seëls in besit van enige persoon, verkry op enige ander manier as wat in die bepalings van hierdie Ooreenkoms vasgestel is, kan deur die Raad ten bate van die algemene fonds van die Raad gekonfiskeer word.

(11) Bedrae deur die Raad vir krediet van die Vakansiefonds van die Bounwyerheid gehou, kan van tyd tot tyd deur die Raad op vaste deposito of op aanvraag by 'n bank of bougenootskap belê word, en rente wat uit sulke beleggings gekweek word, is die uitsluitlike eiendom van die Raad as vergoeding vir die bestuur van die fonds. Geen werkgewer of werknemer het enige eis ten opsigte van die rente nie, ook is hulle nie verantwoordelik vir enige bydrae tot die uitgawes verbonde aan die bestuur van die fonds nie.

(12) Enige onopgeëiste gelde wat in die krediet van die vakansiefonds aan die einde van elke jaar staan, moet, na verstryking van ses maande na die datum van die jaarlikse uitbetaling, tot voordeel van die algemene fonds van die Raad oorgedra word. Met dien verstande dat as laat eise ontvang word nadat die voorgeskrewe tyd verstryk het, betaling van sulke eise deur die Raad volgens die meriete daarvan oorweeg sal word: Voorts met dien verstande dat dit, ondanks andersluidende bepalings van hierdie artikel, nie van werkgewers vereis word om vakansiefonds-betalings ten opsigte van oortydwerk of tyd wat op Saterdag, Sondag, Goeie-Vrydag, Paasmaandag of Kersdag gewerk is, te doen nie.

(13) Die bepalings van hierdie artikel is nie op wagte van toepassing nie.

(14) Die bepalings van hierdie artikel is ook van toepassing op voormanne of algemene voormanne.

30. TOEPASSING.

Geen werkgewer of werknemer mag die bepalings van hierdie Ooreenkoms verontagsaam nie, hetsy genoemde bepaling 'n voordeel of verpligting vir die betrokke werkgewer of werknemer skep of nie. Elke bepalings skep 'n reg of verpligting, al na die geval, ongeag die bestaan van ander bepalings.

Namens die partye op hede die 29ste dag van April 1953 te Port Elizabeth geteken.

F. C. BARWOOD,
Voorsitter van die Raad.
F. WHITEHEAD,
Ondervoorsitter van die Raad.
R. VAN DER MERWE,
Sekretaris van die Raad.

AANHANGSEL "A".

LOONWET.

Datum _____

Werkgewer _____	
Werknemer _____	
Gewone ure gewerk _____	
Ure oortyd gewerk _____	
Lewenskostetoelae _____ per uur	
Vakansiefonds _____ per uur	
Ekstras _____	
TOTAAL.....£	
Min: Raadsheffing.....£	
Werkloosheidsversekeringsfonds.... £	
Vakansiefondsseël..... £	
TOTAAL AAN KONTANT INGESLUIT....£	
Waarde van vakansiefondsseëls ingesluit.....£	

(6) The amounts paid to the Council in purchase of stamps shall be retained by the Council on behalf of the employees to whom such stamps will be issued as a portion of wages deferred for leave purposes and shall be paid into a fund to be known as the "Building Industry Holiday Fund".

(7) As early as possible after the second Friday, and not later than the third Friday in November of each year, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt, and the Secretary of the Council shall pay to the employee a sum of money equal to the value of the stamps properly cancelled and affixed in his contribution book at a date not later than the day prior to the commencement of his holiday period.

(8) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-section (3) of this section unless such stamps are properly cancelled and affixed in a contribution book and such contribution book is deposited with the Council.

(9) No employee shall be entitled to claim payment from the Council of the value of any stamps received by him before the day prior to the commencement of his holiday period.

(10) The contribution books and stamps issued to employees are not transferable and monies due to an employee or the right thereto shall not be ceded or pledged. Stamps in the possession of any person obtained in any manner otherwise than laid down in the terms of this Agreement may be confiscated by the Council for the benefit of the general funds of the Council.

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

(12) Any unclaimed monies standing to the credit of the holiday fund at the end of each year shall, after the lapse of six months from the date of the annual payout, be transferred to the benefit of the general funds of the Council; provided that where any late claims are received after the prescribed period has elapsed, payment of such claims will be considered on their merits by the Council; provided further that, notwithstanding anything to the contrary contained in this section, no employer shall be required to pay any holiday fund payments in respect of overtime worked or time worked Saturdays, Sundays, Good Friday, Easter Monday or Christmas Day.

(13) The provisions of this section shall not apply to watchmen.

(14) The provisions of this section shall also be applied to foremen or general foremen.

30. APPLICATION.

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

Signed on behalf of the parties at Port Elizabeth on this 29th day of April, 1953.

F. C. BARWOOD,
Chairman of the Council.
F. WHITEHEAD,
Vice-Chairman of the Council.
R. VAN DER MERWE,
Secretary of the Council.

ANNEXURE "A".

WAGE ENVELOPE.

Date _____

Employer _____	
Employee _____	
Ordinary hours worked _____ @ _____	
Overtime hours worked _____ @ _____	
Cost-of-living allowance @ _____ per hour	
Holiday fund @ _____ per hour	
Extras _____	
TOTAL.....£	
Less: Council levy..... £	
U.I.F..... £	
Holiday fund stamp..... £	
TOTAL CASH ENCLOSED.....£	
Value of holiday fund stamps enclosed.....£	

AANHANGSEL B.
 NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (PORT ELIZABETH).
 BYDRAES TOT RAADSFONDSE.

Naam van werkgever _____		Adres _____		
Week geëindig (Datum).	Bedryf.	Getal Vak- manne.	Bydraes, van vakmanne.	Opmerkings.
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilders en Glasuurders..... Ander vakmanne.....			<i>L.W.</i> (1) Hierdie opgawe moet nie later nie as die 7de dag van die maand wat volg op die een waarvoor die opgawe verstrek word aan die Sekretaris, Posbus 235, gestuur word. As daar geen vakmanne in diens is nie, moet die vorm dienoreenkomstig gemerk en ingestuur word.
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilders en glasuurders..... Ander vakmanne.....			(2) Versium om hierdie opgawe op die regte tyd te verstrek, is 'n oortreding ingevolge die Nywerheidsversoeningswet No. 36 van 1937 [artikel 53 (1)].
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilders en glasuurders..... Ander vakmanne.....			
	Timmermans..... Klipmesselaars..... Elektrisiërs..... Loodgieters..... Skilder en glasuurders..... Ander vakmanne.....			
	Timmermans..... Klipmesselaars..... Elektisiërs..... Loodgieters..... Skilders en glasuurders..... Ander vakmanne.....			Handtekening van werkgever _____ (2) Raad se kwitansienommer _____
Werkgever se Totaal.....				TOTAAL.....£ _____
Werkgever se bydrae.....				

ANNEXURE B.
 INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (PORT ELIZABETH).
 CONTRIBUTIONS TO COUNCIL FUNDS.

Name of Employer _____		Address _____		
Week Ending (Date).	Trade.	Number of Artisans.	Artisan's Contributions.	Remarks.
	Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			<i>Note.</i> (1) This statement must be sent to the Secretary, P.O. Box 235, not later than the 7th day of the month following that for which the return is made. When no artisans are employed, the form must be marked accordingly, and sent in.
	Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			(2) Failure to submit this statement when due is an offence in terms of the Industrial Conciliation Act, No. 36 of 1937 [section 53 (1)].
	Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			
	Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			
	Carpenters..... Masons..... Electricians..... Plumbers..... Painters and Glazers..... Other Artisans.....			Employer's Signature _____ Council's Receipt No. _____
Employer's Total.....				TOTAL.....£ _____
Employer's Contribution.....				

* No. 1754.]

[14 Augustus 1953.]

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

BOUNYWERHEID, PORT ELIZABETH.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Port Elizabeth, gepubliseer by Goewermmentskennisgewing No. 1753 van 14 Augustus 1953, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

* No. 1754.]

[14 August 1953.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

BUILDING INDUSTRY, PORT ELIZABETH.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, Port Elizabeth, published under Government Notice No. 1753 of the 14th August, 1953, to be not less favourable to the persons whose hours of work are regulated hereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

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