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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1176.]

[10 June 1955.

INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, WESTERN PROVINCE.— PENINSULA AGREEMENT.

I, JOHANNES DE KLERK, 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, Western Province, shall be binding from the 16th day of June, 1955, and for the period ending the 15th day of June, 1960, upon the employers' organisation and trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 17 (inclusive), 19, 21 to 23 (inclusive) and 25 to 28 (inclusive) of the said Agreement shall be binding from the 16th day of June, 1955, and for the period ending the 15th day of June, 1960, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of the Cape, Paarl, Wynberg, Bellville and Simonstown; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Paarl, Wynberg, Bellville and Simonstown, and from the 16th day of June, 1955, and for the period ending the 15th day of June, 1960, the provisions contained in clauses 1, 3 to 17 (inclusive), 19, 21 and 25 to 28 (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.

J. DE KLERK,
Minister of Labour.

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1176.]

[10 Junie 1955.

NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, WESTELIKE PROVINSIE.— OOREENKOMS VIR DIE SKIEREILAND.

Ek, JOHANNES DE KLERK, 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 hierby verskyn en op die Bounywerheid, Westelike Provinsie, betrekking het, vanaf die 16de dag van Junie 1955 en vir die tydperk wat op die 15de dag van Junie 1960 eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 17, 19, 21 tot en met 23 en 25 tot en met 28 van genoemde Ooreenkoms vervat, vanaf die 16de dag van Junie 1955 en vir die tydperk wat op die 15de dag van Junie 1960 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Paarl, Wynberg, Simonstad en Bellville; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 17, 19, 21 en 25 tot en met 28 van genoemde Ooreenkoms vervat, vanaf die 16de dag van Junie 1955 en vir die tydperk wat op die 15de dag van Junie 1960 eindig, in die magistraatsdistrikte die Kaap, Paarl, Wynberg, Simonstad en Bellville *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the Master Builders' and Allied Trades' Association (Cape Peninsula)

Paarl-Wellington Monumental and Quarry Masters' Association (hereinafter called "the employers" or "the employers' organizations") of the one part, and the

Amalgamated Society of Woodworkers,
South African Operative Masons' Society,

Western Province Building, Electrical and Allied Trades' Union (hereinafter called "the employees" or "the trade union"), of the other part,

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

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed—

- (a) in the Magisterial District of Paarl by all employees who are employed as stonemasons and by the employers of all such employees;
- (b) in the Cape Peninsula by all employees and employers in the Building Industry, who are members of the employers' organisation or of any of the trade unions;

provided that they shall apply to apprentices 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, and shall apply to trainees under the Training of Artisans Act (Act No. 38 of 1951), in so far as they are not inconsistent with any regulations made or any conditions fixed under such Act, and provided further that the terms of clauses 11, 12, 15, 18, 22, 23 and 24 shall not apply to employees engaged on unskilled work.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force for five years from that date, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement, which are defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act.

"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, and as may be 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 the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material 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 activities or sub-division thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations—

bricklaying, which includes the fixing of concrete blocks, slabs or plates and glass bricks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying and roof tiling;

bituminous work and asphalt and sheeting, which includes the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs;

fixing of corrugated asbestos sheets on all types of buildings or constructions, whether of steel or wood;

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

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

light-making in lead, which includes the manufacture and glazing relating thereto;

masonry, which includes stone cutting and building, also the cutting and building of ornamental and monumental stone work and the manufacture and erection of gravestones and cemetery memorials of all types, the cutting and fixing of grave kerbing, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stone-polishing machinery, and the

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (WESTELIKE PROVINSIE).

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Master Builders' and Allied Trades' Association
(Cape Peninsula);

Paarl-Wellington Monumental and Quarry Masters' Association (hieronder „die werkgewers” of „die werkgewersorganisasies” genoem), aan die een kant, en die

Amalgamated Society of Woodworkers:
South African Operative Mason's Society;

Western Province Building, Electrical and Allied Trades' Union (hieronder „die werknemers” of „die vakverenigings” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet nagekom word—

- (a) in die magistraatsdistrik Paarl deur alle werknemers wat as klipmesselaars in diens is en deur die werkgewers van alle sodanige werknemers;
- (b) in die Kaapse Skiereiland deur alle werknemers en werkgewers in die bounywerheid wat lede van die werkgewers-organisasie of enigeen van die vakverenigings is;

met dien verstande dat dit op vakleerlinge van toepassing is vir sover dit nie strydig is met die Wet op Vakleerlinge of enige kontrak daarkragtens aangegaan of enige voorwaardes daarvolgens vasgestel nie, en van toepassing is op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951 (Wet No. 38 van 1951), vir sover dit nie met enige regulasies, kragtens daardie Wet opgestel, strydig is nie; en voorts met dien verstande dat die bepalings van klousules 11, 12, 15, 18, 22, 23 en 24 nie van toepassing is op werknemers wat ongeskoolde werk verrig nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet vasgestel word en bly vyf jaar lank van krag van daardie datum af, of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet.

„Wet” beteken die Nywerheid-versoeningswet, 1937.

„Vakleerling” beteken 'n werknemer wat in diens is kragtens 'n skriftelike leerlingkontrak geregistreer ingevolge die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, en soos van tyd tot tyd gewysig kan word.

„Bounywerheid” of „nywerheid” beteken, sonder die gewone betekenis van die uitdrukking in enige opsig te beperk, die nywerheid waarin werkgewer en werknemer geassosieer is vir die doel van die oprigting, voltooiing, hernuwing, herstel, onderhoud of verbouing van geboue en bouwerke en/of maak van artikels vir gebruik vir die oprigting, voltooiing of verbouing van geboue en bouwerke, of die werk verrig, die materiaal berei, of die nodige artikels gemaak word op die terreine van die geboue of bouwerke, of elders en omvat alle werk wat daarin verrig word deur persone wat in die volgende bedrywe of onderafdelings daarvan, werkzaam is, met inbegrip van uitgrawings en die voorbereiding van terreine vir sowel geboue as die sloping van geboue, tensy die betrokke werkgewer kan aantoon dat sodanige sloping nie vir die doel van die voorbereiding van die terrein vir bouwerkzaamhede uitgevoer is nie:—

Messelwerk, met inbegrip van die vassit van betonblokke, -platstene of -plate en glasstene, die beteëling van mure en vloere, voegwerk, plaveiwerk, mosaïekwerk, sigwerk in lei-klip, in marmer en komposisie, rioolaanleg en dakbeteëling;

bitumenwerk en asfalt en plaatbekleding, met inbegrip van die vassit van asfaltversadigde vilt of doek aan vloere en/of mure en/of dakke;

die vassit van gegolfdde asbesplate op alle soorte geboue of bouwerke, hetsy van staal of hout;

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

skrynwark, met inbegrip van die vervaardiging van alle skrynwarkartikels, ongeag of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou aangebring word of nie;

werk met glas in lood, met inbegrip van die vervaardiging en glasuring in verband daarmee;

klipmesselwerk, met inbegrip van klipbeitelwerk en klipbouwerk, ook die uitbeitel en bou van ornamentele en monumentklipwerk en die vervaardiging en oprigting van alle soorte grafstene en begraaftaas gedenktekens, die kap en aansit van grafrandstene, betonwerk en die aanbring of bou van voorafgevoormde en/of kunsklip van marmer, plaveiwerk, mosaïekwerk, voegwerk, die beteëling van mure en vloere, die bediening van klipwerkmasjinerie (uitgesonderd klip-poleermasjinerie) en die skerpmaak van klipmesselaarsgereed-

sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

painting, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stenciling, sizing, paperhanging, spraying, rolling, glazing, oiling, wax-polishing (excluding floors), distemping, lime and colour washing, woodwork preservation, knotting and priming, and which also includes paint removal;

plastering, which includes the plastering and skimming of all types of ceilings, modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stone work, wall and floor tiling, paving, mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, 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, caulking, ventilating, heating, hot and cold water fitting, fire installation, and the manufacture and fitting of all sheet metal work, whether or not the fixing on the building or structure is done by the person making or preparing the article used;

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

slating;

steel reinforcing, which includes the making and erection of shuttering, supervising of the bending, placing, and fixing in position of steel and concrete;

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, asbestos tile, shingling and other roof covering (other than corrugated asbestos sheets), sound and acoustic material, cork and asbestos insulation, wood lathing, brandering, composition ceiling and wall covering, plugging of walls (excluding drilling), covering of woodwork with metal, block and other flooring, including wood, cork and rubber and sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

"Pay load" means the maximum weight which a motor vehicle is authorised to carry in terms of any motor carrier certificate or certificate of exemption from obligations to take out such motor carrier certificate issued by the local Road Transportation Board (Cape Town), in terms of the Motor Carrier Transportation Act (No. 39 of 1930), and the regulations promulgated thereunder.

"Cape Peninsula" means the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville.

"Council" means the Industrial Council for the Building Industry (Western Province), registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section nineteen of the Act.

"Driver" shall in respect of a mechanical vehicle, refer to the person having control of the steering apparatus thereof.

"Emergency Works" means work which if not done without delay would endanger life, limb, health or property.

"Experience", in relation to an unskilled employee, means the total period or periods of employment which such employee has had in the Building Industry.

"Mechanical vehicle" means any vehicle self-propelled by mechanical power (excluding trolley buses and two-wheeled vehicles) used for the conveyance or haulage of goods of any description.

"Overtime" means any time worked outside of the hours prescribed in sub-clauses (1) and (6) and/or any time worked on any of the days mentioned in sub-clause (8) of clause 8 of this Agreement.

"Public transport" means transport by rail, motor-bus or trolley car.

"Statutory cost-of-living index figure" means the weighted average retail price index relating to food, fuel, light, rent and sundries for the nine principal urban areas in the Union of South Africa as assessed by the Director of Census and Statistics and published in the monthly press release statement.

"Structure" includes walls, retaining walls, monuments, grave-stones and cemetery memorials of all types.

"Suitable sleeping accommodation" means a waterproof shelter capable of being securely locked with a wooden floor and furnished with beds or stretchers and the necessary washing and lavatory accommodation.

skap, ongeag of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou of bouwerk aangebring word of nie;

metaalwerk, met inbegrip van die aansit van staalplafonne, metaalvensters, metaaldeure, bouersmidwerk, metaalrame, metaaltrappe en argitektoniese metaalwerk, die vervaardiging en/of vassit van getrokke metaalwerk en metaalplate en uitgedrukte metaal, ongeag of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou of bouwerk aangebring word of nie;

skilder, met inbegrip van versierwerk, emaljerij, vlamskilderij, marmering, beits- en verniswerk, vergulding, die skilder van lyne, sjabloneerwerk, lymverfwerk, muurbehangwerk, spuitwerk, rol- en glasuurwerk, olie, waspolering (uitgesonderd vloere), distemping, witkalk en kleurkalk, bederfwering van houtwerk, kwaslak- en grondverfwerk, en dit omvat ook die verwydering van verf;

pleisterwerk, wat die pleister en afskuim van alle soorte plafonne omvat, modellering, die insit van granoliet- en komposisievloere, komposisiemuurbekleding en polering, voorafgevoerde of kunslipwerk, die beteeëling van mure en vloere, plaveiwerk, mosaiekwerk, met inbegrip van die gebruik van asfalt- of bitumenmastikke vir waterdigting op horizontale of vertikale oppervlaktes, ongeag of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, met inbegrip van loodswiswerk, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfaterwerk, ventilasie, verwarming, warm- en kouwateraanleg, brandblusaanleg en die vervaardiging en aanbring van alle metaalplaatwerk, ongeag of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrusting, met inbegrip van die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstallkaste, toonbanke, skermes en binne-uitrusting en toebehore;

leibedekking;

staalversterking, met inbegrip van die maak en oprigting van bekisting, toesig hou oor die buig, plaas en op sy plek vassit van staal en beton;

houtwerk, met inbegrip van timmerwerk, houtbewerking, masjienwerk, houtdraai- en houtsnijwerk, die vassit van gegolfd dakyster, asbesdakpanne, houtdakspane en ander dakbedekking (uitgesonderd gegolfd asbesplate), geluid- en akoestiek materiaal, kurk- en asbesisolasie, die aansit van houtlatjies, komposisieplafon- en -muurbedekking, die insit van houtproppe in mure (uitgesonderd boorwerk), die bedekking van houtwerk met metaal, die insit van blokkies- en ander vloere, met inbegrip van hout, kurk en rubber en die skuur daarvan, die insit van kurktapyte en enige klasse of soorte linoleum wanneer dit in 'n gebou of bouwerk aangebring word, ongeag of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei, in die gebou of bouwerk aangebring word of nie.

"Vraggrens" beteken die maksimum gewig wat 'n motorvoertuig mag vervoer ooreenkomstig 'n motorvervoersertifikaat of sertifikaat van vrystelling van die verpligting om so 'n sertifikaat uit te neem, wat deur die Plaaslike Padvervoerraad (Kaapstad) uitgereik is kragtens die Motortransportwet (Wet No. 39 van 1930), en die regulasies ingevolge daarvan uitgevaardig.

"Kaapse Skiereiland", beteken die magistraatsdistrikte die Kaap, Wynberg, Simonstad en Bellville.

"Raad" beteken die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie), geregistreer kragtens artikel twee van die Nijverheid Verzoenings Wet, 1924, en beskou as geregistreer kragtens artikel negentien van die Wet.

"Drywer" beteken, ten opsigte van 'n meganiese voertuig, die persoon wat in beheer van die stuurapparaat daarvan is.

"Noodwerk" beteken werk wat, as dit nie sonder versuim gedoen word nie, die lewe, gesondheid of eiendom in gevaar sou stel.

"Ondervinding" beteken, met betrekking tot 'n ongeskoolde werknemer, die totale tydperk of tydperke diens wat sodanige werknemer in die bounywerheid gehad het.

"Meganiese voertuig" beteken enige voertuig wat deur meganiese krag voortbeweeg (met uitsondering van elektriese busse en tweewielvoertuie) wat vir die vervoer of sleep van goedere van enige aard gebruik word.

"Oortyd" beteken enige tyd wat buite die ure in subklousules (1) en (6) voorgeskryf, gewerk word en/of enige tyd wat op enigen van die dae dae gewerk word wat in subklousule (8) van klousule 8 van hierdie Ooreenkoms genoem word.

"Openbare vervoer" beteken vervoer per spoor, motorbus of trollibus.

"Wetlike lewenskoste-indeksyfer" beteken die beswaarde gemiddeld kleinhandelprysindeks vir voedsel, brandstof, ligte, huur en diverse vir die nege vernaamste stedelike gebiede in die Unie van Suid-Afrika soos vasgestel deur die Direkteur van Sensus en Statistiek en gepubliseer in die maandelikse persverklaring.

"Bouwerk" omvat mure, steunmure, monumente en alle soorte grafstene en begraaftaafgedenktekens.

"Behoorlike slaapplek" beteken 'n waterdigte skuiplek wat deeglik gesluit kan word, 'n houtvloer het en met beddens of kampbeddens gemeubileer is en die nodige was- en gemakgeriewe besit.

"Unskilled work" means any work other than driving mechanical vehicles, operating a power-driven crane or operating a hoist, not included in the activities specifically referred to in the list of trades, viz., "bricklaying" to "woodworking" in the definition of Building Industry.

"Working employer" or "partner" means any employer or any partner who himself performs any work included in the definition of Building Industry.

4. WAGES.

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

	Per Week. £ s. d.
(i) Drivers of mechanical vehicles—	
of a pay load of 16,001 lb. and over	6 0 0
of a pay load of 14,001 and up to 16,000 lb.	5 10 0
of a pay load of 12,001 lb. and up to 14,000 lb.	5 0 0
of a pay load of 10,001 lb. and up to 12,000 lb.	4 10 0
of a pay load of 8,001 lb. and up to 10,000 lb.	4 0 0
All other mechanical vehicles	3 10 0
	Per Hour. £ s. d.
(ii) Employees engaged in unskilled work—	
during the first six months of experience	0 0 8
thereafter	0 1 0
provided that any employee who was employed in the industry at the date of publication of this Agreement, shall be paid at the higher rate; and provided further that any employee engaged in unskilled work who, in addition to his ordinary work, performs the duties of a watchman shall be paid 5s. per week extra.	
(iii) Operator of a hoist	0 1 6
(iv) Operator of a power-driven crane	0 1 9
(v) Operators of floor sandpapering machines and employees engaged in the polishing of stones and terrazzo	0 2 0
(vi) Employees engaged on bituminous work and/or on the laying of asphalt and sheeting	0 2 0
(vii) Employees engaged in lime-washing bagged or unplastered work (excluding shell roofs)	0 2 3
(viii) Putty glaziers	0 2 3
(ix) Learner putty glaziers—	
during first year of experience	0 1 0
during second year of experience	0 1 4
during third year of experience	0 1 8
Thereafter at the rate prescribed in sub-paragraph (viii):	
(x) Employees engaged in roof tiling and roof slating	0 2 7
(xi) Employees engaged in the fixing of corrugated asbestos sheets on all types of buildings or constructions, whether of steel or wood	0 3 0
provided that one in every five or less employees engaged in the said work shall be a carpenter who shall be paid not less than the wages prescribed in sub-paragraph (xiii) of paragraph (a) of this sub-clause.	
(xii) Employees in the painting trade (excluding paint sprayers) and employees engaged in french polishing using a brush	0 3 2
Paint sprayers and employees engaged in french polishing using spray	0 3 4
(xiii) Employees in all other trades	0 3 7

(b) *Differential Rates.*—An employee who on any day performs two or more classes of work, for which different rates of wages are payable, shall be paid at the higher rate for all hours worked on such day.

(c) *Cost-of-Living Allowance.*—In addition to the wages payable to employees under paragraph (a) of this sub-clause every employer shall pay from the date this Agreement comes into operation a Cost-of-Living Allowance, as follows:—

- At the rates laid down in War Measure No. 43 of 1942 (as continued by the War Measures further Continuation Acts of 18 of 1948 and No. 29 of 1950), as amended, and as may be amended from time to time, to each of his employees for whom wages are prescribed in sub-paragraph (i) of paragraph (a) of this sub-clause;
- at the rate of 7d. per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (ii) of paragraph (a) of this sub-clause;
- at the rate of 9d. per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (iii) and (iv) of paragraph (a) of this sub-clause;
- at the rate of 1s. and 1s. 1d. per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (iii) and (iv) of paragraph (a) of this sub-clause;

"Ongekoolde werk" beteken enige werk, uitgesonderd die dryf van meganiese voertuie, die bediening van 'n kraghyskraan of 'n hyskraan, wat nie ingesluit is in die bedrywighede wat spesifiek in die lys van vakke nie, nl. „messelwerk" tot „houtwerk" in die woordskrywing van bounywerheid genoem word nie.

„Werkende werkgewer" of „vennoot" beteken enige werkgewer of enige vennoot wat self enige werk verrig wat in die woordskrywing van bounywerheid ingesluit is.

4. LONE.

(1) (a) Behoudens soos bepaal in paragraaf (b) van hierdie subklousule en van subklousules (2), (3) en (4) van hierdie klousule van die Ooreenkoms, mag geen lone teen laer skale as die ondergenoemde deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

	Per week. £ s. d.
(i) Drywers van meganiese voertuie—	
met 'n vruggrens van 16,001 lb. en meer	6 0 0
met 'n vruggrens van 14,001 lb. tot en met 16,000 lb.	5 10 0
met 'n vruggrens van 12,001 lb. tot en met 14,000 lb.	5 0 0
met 'n vruggrens van 10,001 lb. tot en met 12,000 lb.	4 10 0
met 'n vruggrens van 8,001 lb. tot en met 10,000 lb.	4 0 0
Alle ander meganiese voertuie	3 10 0
	Per uur. £ s. d.
(ii) Werknemers wat ongekoolde werk verrig—	
gedurende die eerste ses maande ondervinding	0 0 8
daarna	0 1 0
met dien verstande dat enige werknemer wat op die datum van publikasie van hierdie Ooreenkoms in die nywerheid in diens was, teen die hoër skaal betaal moet word; en voorts met dien verstande dat enige werknemer wat ongekoolde werk verrig, en wat benewens sy gewone werk ook die pligte van 'n wag nakom, 'n bykomende 5s. per week betaal moet word.	
(iii) Bediener van 'n hystoestel	0 1 6
(iv) Bediener van 'n kraghyskraan	0 1 9
(v) Bedieners van vloerskuurmasjiene en werknemers wat klip en terrazzo poleer	0 2 0
(vi) Werknemers wat met bitumen werk en/of asfalt en asfaltplate lê	0 2 0
(vii) Werknemers wat gepleisterde of ongepleisterde werk witkalk (uitgesonderd skulpdakke)	0 2 3
(viii) Ruitinsitters	0 2 3
(ix) Leerling-ruitinsitters:—	
Gedurende die eerste jaar ondervinding	0 1 0
Gedurende die tweede jaar ondervinding	0 1 4
Gedurende die derde jaar ondervinding	0 1 8
Daarna teen die tarief in subparagraaf (viii) voorgeskryf.	
(x) Werknemers wat teël- en leidakke opsit	0 2 7
(xi) Werknemers wat gegolfde asbesplate op alle soorte geboue of bouwerke vassit, hetsy van staal of hout	0 3 0
met dien verstande dat een uit elke vyf of minder werknemers wat genoemde werk verrig 'n timmerman moet wees wat minstens die lone betaal moet word wat voorgeskryf is in subparagraaf (xii) van paragraaf (a) van hierdie subklousule.	
(xii) Werknemers in die skilderbedryf (uitgesonderd verfspuiters) en werknemers wat verniswerk met 'n kwas doen	0 3 2
Verfspuiters en werknemers wat verniswerk met spuite doen	0 3 4
(xiii) Werknemers in alle ander bedrywe	0 3 7

(b) *Differensiële lone.*—'n Werknemer wat twee of meer klasse werk op 'n dag verrig waarvoor verskillende loonskale betaalbaar is, moet vir alle ure wat op daardie dag gewerk is, teen die hoogste skaal betaal word.

(c) *Lewenskostoelae.*—Benewens die lone wat kragtens paragraaf (a) van hierdie subklousule aan werknemers betaalbaar is, moet elke werkgewer met ingang van die datum waarop hierdie Ooreenkoms in werking tree, 'n lewenskostoelae soos volg betaal:—

- Ten die skale vasgestel in Oorlogsmaatreeël No. 43 van 1942 (soos voortgesit deur die Wette op die Verdere voortsetting van Oorlogsmaatreeëls, No. 18 van 1948 en No. 29 van 1950), soos gewysig en soos dit van tyd tot tyd gewysig kan word, aan elkeen van sy werknemers vir wie lone in subparagraaf (i) van paragraaf (a) van hierdie subklousule voorgeskryf word;
- teen 7d. per uur gewerk, aan elkeen van sy werknemers vir wie lone in subparagraaf (ii) van paragraaf (a) van hierdie subklousule voorgeskryf word;
- teen 9d. per uur gewerk, aan elkeen van sy werknemers vir wie lone in paragrafe (iii) en (iv) van paragraaf (a) van hierdie subklousule voorgeskryf word;
- teen 1s. en 1s. 1d. per uur gewerk, aan elkeen van sy werknemers vir wie lone in subparagrafe (v) en (vi) onderskeidelik van paragraaf (a) van hierdie subklousule voorgeskryf word;

- (v) at the rate of 1s. 3d. per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (vii) and (viii) of paragraph (a) of this sub-clause;
- (vi) at the rate of 7d., 8d. and 9d. per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (iv) of paragraph (a) of this sub-clause, during the first, second and third years respectively, of their experience;
- (vii) at the rate of 1s. 4d. per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (x) of paragraph (a) of this sub-clause;
- (viii) at the rate of 1s. 8d. per hour worked to each of his employees for whom wages are prescribed in sub-paragraph (xi) of paragraph (a) of this sub-clause—provided that a carpenter who is being paid not less than the wages prescribed in terms of the proviso to the said sub-paragraph, shall be paid a cost of living allowance at the rate laid down in sub-paragraph (ix) of this paragraph;
- (ix) at the rate of 2s. 0½d. per hour worked to each of his employees for whom wages are prescribed in sub-paragraphs (xii) and (xiii) of paragraph (a) of this sub-clause; provided that—

- (a) the allowances prescribed in sub-paragraphs (ii), (iii), (iv), (v), (vi), (vii) and (viii) of this paragraph shall be increased or decreased respectively by ½d. per hour for every complete 4 points by which the statutory cost-of-living index figure is greater or less than the figure of 171.6; and that the allowance prescribed in sub-paragraph (ix) of this paragraph shall be increased or decreased respectively by ½d. for every complete 1.5 points by which the statutory cost-of-living index figure is greater or less than the figure of 171.6.
Any increase or decrease in the allowance in terms of these provisions shall become effective from the commencement of the second pay-week following the publication of the statutory cost-of-living index figure;
- (b) the said allowance shall be payable on not more than 40 hours in any one week irrespective of whether such time was worked at ordinary or at overtime rates;
- (c) the cost of living allowance payable in terms of this section shall include the allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, provided that if at any time the allowance prescribed herein is less than the allowance under the said War Measure, the latter allowance shall be payable.

(2) *Minors.*—Wages not being less than the wages laid down by the Cape Division Building Apprenticeship Committee for the first year of an apprentice shall be paid to a minor employed with the consent of the Apprenticeship Registrar during the period he may, in terms of section twenty of the Apprenticeship Act, 1944, be employed without a contract of apprenticeship.

(3) *Payments for Work on Certain Days.*—Double the rates of wages laid down in this clause shall be paid by an employer for all time worked on Saturdays, Sundays, Good Friday, Easter Monday, Christmas Day, Boxing Day, and New Year's Day, until the usual starting time on the following day; provided that double the rates shall not apply in respect of drivers of mechanical vehicles who are required or allowed to work on Saturdays.

(4) *Dangrous Work.*—In addition to the wages prescribed in sub-clause (1) an employer shall pay to his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which such employee is engaged in performing dangerous work.

For the purposes of this sub-clause "dangerous work" means any work—

- (a) 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;
- (b) performed on the outside of a building other than in the course of the erection of a new building, on or from a swinging scaffold, boatswain's chair, or a roof or extension ladder, at a height of more than 30 feet from ground level, in connection with the renovation, alteration or repair of such building or the erection of illuminations or the hanging of bunting;
- (c) performed on a independent chimney or steel stack at a height of more than 30 feet from the ground level;
- (d) performed in old sewers or in trenches over 15 feet in depth.

(5) Nothing in this Agreement shall operate to reduce the wage of an employee who, on the date or immediately prior to the date of coming into force of this Agreement, was paid by his employer a wage at a rate higher than the minimum rate prescribed in this clause for an employee of his class, and such employee shall, whilst employed by the same employer, continue to be paid a rate not lower than such higher rate, as if such higher rate was the minimum prescribed in sub-clause (1) of this clause for an employee of his class.

(6) Every employer shall upon termination of the employment of an unskilled employee supply such employee free of charge with a certificate of service showing the full names of the employer and employee, the nature of employment and the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

- (v) teen 1s. 3d. per uur gewerk, aan elkeen van sy werknemers vir wie lone in subparagraaf (vii) en (viii) van paragraaf (a) van hierdie subklousule voorgeskrif word;
- (vi) teen 7d., 8d., en 9d., per uur gewerk, aan elkeen van sy werknemers vir wie lone in subparagraaf (ix) van paragraaf (a) van hierdie subklousule voorgeskrif word, onderskeidelik gedurende die eerste, tweede en derde jare van hulle ervaring;
- (vii) teen 1s. 4d. per uur gewerk aan elkeen van sy werknemers vir wie lone in subparagraaf (x) van paragraaf (a) van hierdie subklousule voorgeskrif word;
- (viii) teen 1s. 8d. per uur gewerk, aan elkeen van sy werknemers vir wie lone in subparagraaf (xi) van paragraaf (a) van hierdie subklousule voorgeskrif word; met dien verstande dat 'n timmerman wat minstens die lone betaal word wat voorgeskrif is kragtens die voorbehoud van genoemde subparagraaf, 'n lewenskostetoelae teen die skaal vasgestel in subparagraaf (ix) van hierdie paragraaf betaal moet word;
- (ix) teen 2s. 0½d. per uur gewerk, aan elkeen van sy werknemers vir wie lone in subparagraaf (xii) en (xiii) van paragraaf (a) van hierdie subklousule voorgeskrif word; met dien verstande dat—

- (a) die toelae voorgeskrif in subparagraaf (ii), (iii), (iv), (v), (vi), (vii) en (viii) van hierdie paragraaf onderskeidelik met ½d. per uur verhoog of verminder moet word vir elke volle 4 punte waarmee die wetlike lewenskoste-indeksyfer hoër of minder as die syfer 171.6 is; en dat die toelae in subparagraaf (ix) van hierdie paragraaf voorgeskrif, onderskeidelik met ½d. verhoog of verminder moet word vir elke volle 1.5 punte waarmee die wetlike lewenskoste-indeksyfer hoër of minder as die syfer 171.6 is.
Enige verhoging of vermindering van die toelae ingevolge hierdie bepalings word van krag van die begin af van die tweede betaalweek wat volg op die publikasie van die statutêre lewenskoste-indeksyfer;
- (b) genoemde toelae nie op meer as 40 uur in 'n week betaalbaar sal wees nie, ongeag of dié tyd teen gewone oortydskale gewerk is of nie;
- (c) die lewenskostetoelae betaalbaar ingevolge die bepalings van hierdie artikel die toelae betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, insluit; met dien verstande dat indien die toelae wat hierin voorgeskrif word, minder is as die toelae ingevolge genoemde Oorlogsmaatreël, laasgenoemde toelae betaalbaar is.

(2) *Minderjariges.*—Lone wat nie laer moet wees as die lone wat deur die Komitee vir Vakleerlinge in die Bounywerheid in die Kaapse Afdeling vir die eerste jaar van 'n vakleerling vasgestel is nie, moet betaal word aan 'n minderjarige wat met die toestemming van die Registrateur van Vakleerlinge, in diens is gedurende die tydperk wat hy kragtens artikel twintig van die Wet op Vakleerlinge, 1944, sonder 'n leerlingkontrak in diens mag wees.

(3) *Betaling vir werk op sekere dae.*—Dubbel die lone soos in hierdie klousule vasgestel, moet deur 'n werkgewer betaal word vir alle tyd wat op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Kersdag, Tweede Kersdag en Nuwejaarsdag tot die gewone begintyd op die volgende dag gewerk word; met dien verstande dat dubbel die lone nie van toepassing is op drywers van meganiese voertuie van wie vereis word of wat toegelaat word om op Saterdag te werk nie.

(4) *Gevaarlike werk.*—'n Werkgewer moet sy werknemer, benewens die loon in subklousule (1) voorgeskrif, minstens 10 persent van die loon betaal ten opsigte van elke uur of gedeelte van 'n uur wat die werknemer gevaarlike werk verrig.

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

- (a) wat as gevaarlik geklassifiseer is in lands-, provinsiale of munisipale wette of regulasies betreffende die bounywerheid en wat van toepassing is in die stad of plek waarin dié soort werk verrig word;
- (b) wat aan die buitekant van 'n gebou, uitgesonderd in die loop van die oprigting van 'n nuwe gebou, op of van 'n hangsteier, hangstoeltjie of 'n dak of 'n uitskuipeleer op 'n hoogte van meer as 30 voet bo grondhoogte in verband met vernuwing, verbouing of herstel van so 'n gebou, of die aanbring van ligte of die ophang van vlagdoek, verrig word;
- (c) wat op 'n alleenstaande baksteen- of staalskoorsteen op 'n hoogte van meer as 30 voet bo die begane grond verrig word;
- (d) wat in ou riole of in slole dieper as 15 voet verrig word.

(5) Niks in hierdie Ooreenkoms mag die loon verminder van 'n werknemer wat op die datum of onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree, deur sy werkgewer 'n loon betaal is teen 'n skaal wat hoër is as die minimum skaal voorgeskrif in hierdie klousule vir 'n werknemer van sy klas nie, en sodanige werknemer moet, terwyl hy by dieselfde werkgewer in diens is, betaal word teen 'n loon wat nie minder as sodanige hoër skaal is nie, asof sodanige hoër loon die minimum loon was wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskrif word.

(6) Elke werkgewer moet by die diensbeëindiging van 'n ongeskoolde werknemer sodanige werknemer kosteloos van 'n dienssertifikaat voorsien wat die name van die werkgewer en werknemer voluit, die aard van die diens en die aanvangs- en beëindigingsdatums van die kontrak en die loonskaal op die datum van daardie beëindiging aantoon.

5. PIECE-WORK/LABOUR ONLY CONTRACT.

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

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

(2) Notwithstanding the provisions of sub-clause (1) of this clause, it shall be permissible, by mutual agreement between any individual employer and his employees, to introduce and to operate a system of incentive payments, provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clauses 4, 9, 21 and 22 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-clause may be submitted by either party to the Council for decision.

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

6. PAYMENT OF WAGES AND OVERTIME.

(1) (a) All wages and earnings for overtime, and all other remunerations due shall be paid in cash weekly not later than finishing time on Fridays, or on termination of employment if this takes place before Fridays. Payments may, however, be made on days other than Fridays with the prior consent of the Council.

(b) Subject to the provisions of sub-clause (1) (c) of clause 10 any employer who fails to make payment on termination of employment as laid down in sub-clause (1) (a) of this clause, shall make such payment not later than finishing time on the next working day and at the same time and in addition thereto shall, subject to a minimum payment in respect of a period of one hour, pay to such employee all wages, allowances and other remuneration right up to the time such payment is made, in respect of every working hour or part of a working hour from the time of termination of employment till the time of final payment, which time shall be fixed by the employer who shall give notice thereof in writing to the employee.

(c) Wages, earnings for overtime, and all other remunerations due shall be handed to employees in sealed envelopes bearing the name of the employer and employee, number of hours worked, and any deductions which may have been made, amount enclosed and date of payment.

(2) No deductions of any kind other than those permitted under clauses 10, 19, 21, 22 and 23 of this Agreement may be made from the wages and rates due to an employee, provided that any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee may be deducted.

7. WALKING TIME, TRANSPORT AND LODGING ALLOWANCE.

(1) Subject to sub-clause (2) (b) of this clause, no transport allowance shall be payable in respect of any job situated between the following points and the General Post Office, Darling Street Cape Town:—

Sea Point Bus Terminus.
Tamboers Kloof Terminus.
Wyllie's Siding.
Oranjezicht Bus Terminus.
Maitland Town Hall.
Pinelands Railway Station.
Athlone Railway Station.
Martin Adams Hall, Good Hope Garden Village, Brooklyn.
Claremont Railway Station.

(2) (a) Whenever a job is situated beyond the points referred to in sub-clause (1) of this clause, an employer shall, subject to the provisions of sub-clause (3) of this clause, pay an employee working on such job a walking time allowance at the rate of one-quarter of an hour's wages as prescribed in clause 4 for every mile of distance beyond such points, or from the place of residence of the employee, whichever distance is the lesser. This allowance shall be payable for one way only daily, provided that, in lieu of the payment of such allowance an employer may provide or pay for transport, both ways, from the terminal points referred to in sub-clause (1) of this clause, to the job.

(b) Whenever a job is situated at a point more than one mile distant from the nearest stopping place on any route between the points referred to in sub-clause (1) served by public transport, an employer shall, subject to the provisions of sub-clause (3) of this clause, pay to an employee working on such a job a walking time allowance at the rate of one-quarter of an hour's wages as prescribed in clause 4 for every mile of the distance beyond such points or from the place of residence of the employee, whichever distance is the lesser. This allowance shall be payable for one way only daily, provided that, in lieu of the payment of such allowance, an employer may provide or pay for transport, both ways, in respect of the said distance.

5. STUKWERK/KONTRAK UITSLUITLIK VIR ARBEID.

(1) Die uitgee van werk deur werkgewers of die verrigting van werk deur werknemers op 'n stukwerkbasis word verbied.

Vir die toepassing van hierdie klousule beteken „stukwerk" enige stelsel van werk waarvolgens die minimum loon waarop 'n werknemer geregtig is, slegs bereken word op die hoeveelheid of omvang van gedane werk ongeag die tyd wat aan die werk bestee word.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, is dit toelaatbaar om 'n stelsel van prestasielone in te stel en in werking te stel by onderlinge ooreenkoms tussen 'n individuele werkgewer en sy werknemers; met dien verstande dat die besoldiging en ander geldelike voordele wat die werknemers toekom, nie as 'n gevolg van die instelling en inwerkingstelling van so 'n stelsel minder mag wees as dié in klousules 4, 9, 21 en 22 van hierdie Ooreenkoms voorgeskryf nie; en voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in elke opsig gehou word. Enige geskil wat deur die werking van hierdie subklousule voorkom, kan deur een van die partye vir beslissing aan die Raad voorgeleë word.

(3) Geen werkgewer mag werk op 'n basis van kontrak uitsluitlik vir arbeid uitbestee nie.

6. BETALING VAN LONE EN OORTYD.

(1) (a) Alle verskuldigde lone, oortydverdienste en alle ander besoldiging moet wekeliks voor ophoutyd op Vrydag of by diensbeëindiging as dit voor Vrydag val, in kontant betaal word. Met voorafgaande skriftelike toestemming van die Raad kan egter op 'n ander dag as Vrydag betaal word.

(b) Behoudens soos bepaal in subklousule (1) (c) van klousule 10, moet enige werkgewer wat in gebreke bly om by diensbeëindiging, soos vasgestel in subklousule (1) (a) van hierdie klousule, betaling te doen, sodanige betaling voor of op die ophoutyd op die daaropvolgende werkdag doen en tegelykertyd en daarbenevens moet hy, onderworpe aan 'n minimum betaling ten opsigte van 'n tydperk van een uur, aan sodanige werknemer alle lone, toelaes en ander besoldiging tot op die tyd waarop sodanige betaling geskied, betaal ten opsigte van elke werkuur of gedeelte van 'n werkuur van die tyd van diensbeëindiging af tot die tyd van die finale betaling, welke tyd vasgestel moet word deur die werkgewer wat skriftelik kennis daarvan aan die werknemer moet gee.

(c) Lone, oortydverdienste en alle ander verskuldigde besoldiging moet aan werknemers oorhandig word in geslote koeverte waarop die name van die werkgewer en werknemer, die getal ure wat gewerk is en bedrae wat afgetrek mag wees, die ingeslote bedrag en die datum van betaling, vermeld word.

(2) Geen bedrae hoegenaamd, uitgesonderd dié toegestaan kragtens klousules 10, 19, 21, 22 en 23 van hierdie Ooreenkoms, mag van die lone en skale wat aan 'n werknemer verskuldig is, afgetrek word nie; met dien verstande dat enige bedrag wat die werkgewer verplig is om kragtens 'n wet, ordonnansie of regsding namens 'n werknemer te betaal, afgetrek kan word.

7. TOELAES VIR STAPTYD, VERVOER EN VERBLYP.

(1) Onderworpe aan subklousule (2) (b) van hierdie klousule, word geen vervoertoeleae ten opsigte van werk binne die volgende punte en die Hoofposkantoor, Darlingstraat, Kaapstad, geleë, betaal nie:—

Seepunt-busterminus.
Tamboerskloof-terminus.
Wylliehalte.
Oranjezicht-busterminus.
Maitland-stadsaal.
Pinelands-spoorwegstasie.
Athlone-spoorwegstasie.
Mart'n Adams-saal, Goeie Hoop-tuindorp, Brooklyn.
Claremont-spoorwegstasie.

(2) (a) Wanneer 'n werk ook al verder as die plekke in subklousule (1) van hierdie klousule genoem, geleë is, moet 'n werkgewer, behoudens die bepalings van subklousule (3) van hierdie klousule, 'n werknemer wat op sodanige werk werksaam is, 'n staptydoelaes betaal teen die skaal van 'n kwartier se loon, in klousule 4 voorgeskryf, vir elke myl verder as daardie plekke, of, na gelang van die kortste afstand, van die werknemer se woonplek af. Hierdie toelaes is slegs vir een rigting per dag betaalbaar; met dien verstande dat in plaas van dié toelaes te betaal, die werkgewer vervoer vir al twee rigtings kan verskaf of daarvoor betaal vanaf die eindpunt in subklousule (1) van hierdie klousule genoem, tot by die werk.

(b) Wanneer die werk ook al op 'n plek meer as een myl van die naaste stopplek op enige roete tussen die plekke, in subklousule (1) genoem, wat deur openbare vervoer bedien word, geleë is, moet 'n werkgewer, onderworpe aan subklousule (3) van hierdie klousule, 'n werknemer wat op die werk werksaam is, 'n staptydoelaes betaal teen die skaal van 'n kwartier se loon, in klousule 4 voorgeskryf, vir elke myl verder as daardie plekke, of, na gelang van die kortste afstand, van die werknemer se woonplek af. Hierdie toelaes is slegs vir een rigting per dag betaalbaar; met dien verstande dat in plaas van sulke toelaes te betaal, die werkgewer ten opsigte van die afstand, vervoer in al twee rigtings kan verskaf.

(3) (a) Within the area of the Cape Peninsula the following transport allowances and/or allowance for sleeping accommodation shall be paid by an employer to an employee working on a job so situated as to render the employee unable to return to his home daily:—

(i) Second-class railway fare, and in the case of employees engaged on unskilled work, third-class railway fare to and from the place of work at the beginning and termination of such work respectively. An employee travelling on his employer's business during working hours shall be paid at the ordinary rate for each hour so travelled. If required to travel after the ordinary working hours, he shall be paid at half the ordinary rates until the usual time of starting the next day, or the termination of the journey, whichever is the shorter.

(ii) Suitable sleeping accommodation in proximity to the place of work, or an allowance of 8s. per day, and in the case of employees engaged on unskilled work, 2s. 6d. per day, in lieu thereof.

(b) An employee, if able to proceed to his home at the week-ends and return by the ordinary starting time on Mondays (or Tuesdays if Christmas Day or New Year's Day falls on a Sunday or Monday or on the Tuesday following Easter Monday), shall be entitled to a second-class railway fares at week ends, but no payment in lieu of such fare shall be made if the journey is not undertaken; wages shall not be payable in respect of any time spent in travelling during such week-ends.

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

8. HOURS OF WORK.

(1) Except as provided in sub-clause (3) and (6) of this clause, and subject to the provisions of clause 9 of this Agreement, no employer shall on any day require or allow an employee to start work earlier than 8 a.m. or finish work later than 5 p.m. Provided that no employee shall be allowed to work more than 5 hours continuously without an interval of one hour.

(2) Except as provided in sub-clause (6), the ordinary working hours shall not exceed 40 hours per week apportioned at eight hours daily from Mondays to Fridays inclusive.

(3) Subject to the consent of the Council 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 clause 9 of this Agreement. One of the shifts shall be worked within the times prescribed in sub-clause (1) of this clause. An employee working any shift other than the shift between such times shall receive the wages payable under clause 4 of this Agreement plus 15 per cent.

(4) All working employers and partners shall observe the working hours prescribed in or as may be laid down in accordance with this clause.

(5) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the building industry, whether for remuneration or not, outside the hours prescribed in or as may be laid down in accordance with this clause, nor on Saturdays, Sundays, Good Friday, Easter Monday, Christmas Day, Boxing Day or New Year's Day, either on his own account or on behalf of any other person or persons, unless the consent of the Council has first been obtained in writing, save that such employee may perform work for himself only.

(6) In the case of employees engaged on unskilled work the following provisions shall apply:—

(a) Subject to the provisions of clause 9 of this Agreement no employer shall on any day require or allow an employee to start work earlier than 7.30 a.m. or finish later than 5.5 p.m., except on Fridays when the finishing time shall be not later than 5 p.m.; provided that no employee shall be allowed to work more than 5 hours continuously without an interval of one hour.

(b) The ordinary working hours shall not exceed 42 hours and 50 minutes per week apportioned at 8 hours and 35 minutes daily on Mondays to Thursdays inclusive and 8 hours and 30 minutes on Fridays.

(c) Subject to the consent of the Council, 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 clause 9 of this Agreement. One of these shifts shall be worked within the times prescribed in paragraph (a) of this sub-clause. An employee working any shift other than the shift between such times shall receive the wages payable under clause 4 of this Agreement plus 15 per cent.

(7) The provisions of sub-clauses (1) to (6) shall not apply to the drivers of mechanical vehicles for whom wages are prescribed in paragraph (a) (i) of sub-clause (1) of clause 4.

The ordinary working hours of such employees shall not exceed 44 hours in any one week.

(8) No employer shall require or allow an employee to work on Saturdays, Sundays, Good Friday, Easter Monday, Christmas Day, Boxing Day or on New Year's Day, unless the consent of the Council has been first obtained, except that drivers of mechanical vehicles may be required to work on Saturdays.

(9) May Day.—An employee may observe May Day as an optional holiday should he desire to do so.

(3) (a) Binne die gebied van die Kaapse Skiereiland moet 'n werknemer wat na werk gestuur word wat so afgeleë is dat hy nie daaglik huistoe kan gaan nie, deur die werkgever onderstaande toelae vir vervoer en/of vir slaapplek betaal word:—

(i) 'n Tweedeklas-spoorwegkaartjie, en in die geval van werknemers wat ongeskoolde werk verrig, 'n derdeklas-spoorwegkaartjie, na en van die werkplek onderskeidelik aan die begin en die beëindiging van die werk. 'n Werknemer wat gedurende gewone werkure reis in verband met sy werkgever se besigheid, moet teen die gewone loon betaal word vir elke uur aldus gereis. As hy na die gewone werkure moet reis, word hy volgens die helfte van die gewone loonskaal betaal tot die gewone begintyd die volgende dag, of, na gelang van watter die kortste is, tot die beëindiging van die reis.

(ii) Behoorlike slaapplek naby die werkplek, of in plaas daarvan 'n toelae van 8s. per dag, en in die geval van werknemers in diens op ongeskoolde werk, 2s. 6d. per dag.

(b) 'n Werknemer wat vir naweke huistoe kan gaan en terugkeer op die gewone begintyd van die werk op Maandag (of Dinsdag, as Kersdag of Nuwejaarsdag op 'n Sondag of Maandag of op die Dinsdag na Paasmaandag val), is elke naweek geregtig op 'n tweedeklas-spoorwegkaartjie, maar ingeval die reis nie onderneem word nie, is geen toelae in plaas van die kaartjie betaalbaar nie, en ten opsigte van tyd wat gedurende die naweek gereis word, word geen loon betaal nie.

(4) Ingeval 'n werknemer op dieselfde dag na meer as een plek gestuur word om te werk, moet vir die tyd in beslag geneem om van die een werkplek na die ander te reis, betaal word as tyd gewerk teen die skale voorgeskryf in klousule 4.

8. WERKURE.

(1) Uitgesonderd soos bepaal in subklousules (3) en (6) van hierdie klousule en onderworpe aan klousule 9 van hierdie Ooreenkoms, kan 'n werkgever nie eis of toelaat dat 'n werknemer voor 8 vm. begin werk of na 5 nm. ophou werk nie; met dien verstande dat geen werknemer toegelaat word om meer as 5 agtereenvolgende ure sonder 'n onderbreking van een uur te werk nie.

(2) Uitgesonderd soos bepaal in subklousule (6), mag die gewone werkure nie meer as 40 uur per week, verdeel in 8 uur per dag van Maandag tot en met Vrydag, wees nie.

(3) Behoudens toestemming van die Raad kan 'n werkgever werknemers aanneem om in 2 of 3 skofte gedurende 'n tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof binne 'n tydperk van 24 uur mag werk nie, uitgesonderd op die voorwaardes bepaal in klousule 9 van hierdie Ooreenkoms. Een van die skofte moet gewerk word binne die ure voorgeskryf in subklousule (1) van hierdie klousule. 'n Werknemer wat in 'n ander skof as die skof binne dié ure werk, moet die loon ontvang wat betaalbaar is ingevolge klousule 4 van hierdie Ooreenkoms, plus 15 persent.

(4) Alle werkende werkgevers en vennote moet die werkure nakom wat kragtens hierdie klousule voorgeskryf is of voorgeskryf kan word.

(5) Geen werknemer mag solank hy by 'n werkgever in diens is, hetsy hy vir besoldiging of nie, buite die werkure wat kragtens hierdie klousule voorgeskryf is of ingevolge daarvan voorgeskryf mag word, of op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Kersdag, Tweede Kersdag of Nuwejaarsdag, hetsy vir eie rekening of ten behoeve van 'n ander persoon of persone, werk in die bouwyerheid vra, onderneem of verrig, ongeag of hy daarvoor betaal word of nie, tensy met die vooraangaande skriftelike toestemming van die Raad, uitgesonderd dat so 'n werknemer slegs werk vir homself mag doen.

(6) Die volgende bepaling is van toepassing in die geval van werknemers wat ongeskoolde werk doen:—

(a) Behoudens klousule 9 van hierdie Ooreenkoms, kan 'n werkgever nie eis of toelaat dat 'n werknemer voor 7.30 vm. begin werk, of sy werk na 5.5 nm. staak nie, uitgesonderd op Vrydag wanneer die ophou tyd nie later as 5 nm. mag wees nie; met dien verstande dat geen werknemer toegelaat kan word om meer as vyf uur aaneen sonder 'n onderbreking van een uur te werk nie.

(b) Die gewone werkure mag hoogstens 42 uur en 50 minute per week wees, verdeel in 8 uur 35 minute daaglik op Maandag tot en met Donderdag, en 8 uur 30 minute op Vrydag.

(c) Behoudens toestemming van die Raad kan 'n werkgever werknemers aanneem om in twee of drie skofte gedurende 'n tydperk van 24 uur te werk; met dien verstande egter dat geen werknemer meer as een skof binne 'n tydperk van 24 uur mag werk nie, uitgesonderd op die voorwaardes bepaal in klousule 9 van hierdie Ooreenkoms. Een van die skofte moet gewerk word binne die ure voorgeskryf in paragraaf (a) van hierdie subklousule. 'n Werknemer wat 'n ander skof as die skof binne hierdie ure werk moet die loon ontvang wat betaalbaar is ingevolge klousule 4 van hierdie Ooreenkoms, plus 15 persent.

(7) Die bepalinge van subklousule (1) tot (6) is nie van toepassing op drywers van meganiese voertuie vir wie lone in paragraaf (a) (i) van subklousule (1) van klousule 4 voorgeskryf word nie. Die gewone werkure van dié werknemers moet hoogstens 44 uur per week wees.

(8) Geen werkgever mag van 'n werknemer vereis of hom toelaat om op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Kersdag, Tweede Kersdag of Nuwejaarsdag te werk nie, tensy met vooraangaande toestemming van die Raad, behalwe dat van drywers van meganiese voertuie vereis kan word om op Saterdag te werk.

(9) Meidag.—'n Werknemer kan Meidag as 'n opsionele vaksiedag hou indien hy verkies om dit te doen.

9. OVERTIME.

(1) Except as provided in sub-clause (8) of clause 8, an employer, with the consent of an employee, may permit such employee to work overtime for a period not exceeding 2 hours daily on Mondays to Thursdays (inclusive) only: Provided that the limitations of 2 hours daily shall not apply to the drivers of mechanical vehicles.

(2) Subject to the provisions of sub-clause (1) of this clause no overtime shall be worked except—

(a) in the case of emergency work, in which case the employer who executed such work shall, not later than 1 p.m. on the Council's next business day, deliver to the Council a statement in writing setting forth—

- (i) his name and address;
- (ii) the nature of the work executed;
- (iii) the place where, the date on which and the times when it was commenced and completed; and
- (iv) the reasons why permission was not applied for in terms of the next succeeding paragraph; or

(b) with the permission of the Council, application for which shall be lodged with the Council in writing before 4 p.m. on the business day on which, or on any business day prior to the day on which, such overtime is to be worked. The applicant shall state—

- (i) his name and address;
- (ii) the nature of the work to be executed;
- (iii) the place where, the date on which and the times when it is to be commenced and completed; and
- (iv) the reasons why it should be executed outside the hours prescribed in clause 8;

provided that when any applicant has been granted permission to work overtime, he or his representative shall sign and affix in a prominent position on the job where the work is to be executed and before such work is commenced, a notice containing particulars of the work to be executed, the place where, the date or dates on which and the times when it is to be commenced and completed and that permission in respect thereof has been granted by the Council.

The provisions of sub-paragraphs (ii) and (iii) of paragraphs (a) and (b) of this sub-clause shall not apply to the drivers of mechanical vehicles.

(3) Subject to the provisions of sub-clause (3) of clause 4 and of sub-clauses (3) and (6) of clause 8, any employee who is required to work overtime shall be paid at double his ordinary or usual rate of wages for every hour or part of an hour worked in excess of the ordinary daily hours of work, excluding time taken for refractions until the usual starting time on the next working day.

(4) A driver of a mechanical vehicle who is required or allowed to perform—

- (a) more than 44 hours of work in any week; or
- (b) any work after 8 p.m. on any one day (other than Saturdays) on which he had completed 9 hours work by 8 p.m. on such day; or
- (c) any work after 12 noon on Saturdays;

shall for each hour so worked in excess of the relative number of hours per week laid down in paragraph (a) of this sub-clause, or after the respective times mentioned in paragraphs (b) and (c) of this sub-clause, be paid in addition to the weekly wage prescribed in clause 4, one and a quarter times such weekly wage divided by 44 for each hour worked.

10. TERMINATION OF EMPLOYMENT.

(1) Any employer desirous of terminating the services of an employee and any employee desirous of terminating an engagement with an employer shall give not less than two hours notice on any working day, the minimum period of which notice shall become operative at the commencement of the last two hours before finishing time on the day on which notice is given, provided that—

- (a) an employer who gives notice to an employee shall not require such employee to work the minimum period of such notice which period shall, for the purpose of this sub-clause, be deemed to be time worked at the rates laid down in clause 4 of this Agreement;
- (b) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that an employee engaged as a carpenter or joiner shall during the minimum period of such notice be allowed to put his tools in working order but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of such minimum period not required for this purpose;
- (c) an employee who desires to give notice and requires payment of wages due to be made on the day of termination of employment, shall give his notice to the employer before 10 a.m. on the day of such termination; otherwise payment of wages due may, in consequence take place on the next working day.

For the purpose of this clause "working day" means any day prescribed in or as may be laid down in accordance with the provisions of clause 8 of this Agreement.

9. OORTYD.

(1) Uitgesonderd soos bepaal in subklousule (8) van klousule 8 kan 'n werkgewer met die toestemming van 'n werknemer die werknemer toelaat om vir 'n tydperk van hoogstens 2 uur daaglik slegs op Maandae tot en met Donderdae te werk; met dien verstande dat die beperking van 2 uur daaglik nie van toepassing op die drywers van meganiese voertuie is nie.

(2) Behoudens die bepalings van subklousule (1) van hierdie klousule, mag geen oortyd-gewerk word nie, uitgesonderd—

(a) in die geval van noodwerk, en in hierdie geval moet die werkgewer wat die werk uitgevoer het, op of voor 1 n.m. op die volgende besigheidsdag van die Raad 'n skriftelike verslag aan die Raad stuur waarin die volgende uiteengesit is:—

- (i) Sy naam en adres;
- (ii) die aard van die gedane werk;
- (iii) die plek waar, die datum waarop en die tye waarop dit beg'n en voltooi is; en
- (iv) die redes waarom daar nie om toestemming ingevolge die hieropvolgende paragraaf aansoek gedoen is nie; of

(b) met die toestemming van die Raad, moet skriftelike aansoek by die Raad gedoen word voor 4 n.m. op die besigheidsdag waarop, of op 'n besigheidsdag vóór die dag waarop die oortyd gewerk moet word. Die applikant moet die volgende noem:—

- (i) Sy naam en adres;
- (ii) die aard van die werk wat gedoen moet word;
- (iii) die plek waar, die datum waarop en die tye wanneer d't beg'n en voltooi moet word; en
- (iv) die redes waarom dit buite die ure voorgeskryf in klousule 8 gedoen moet word;

met dien verstande dat, wanneer verlof aan 'n applikant toegestaan is om oortyd te werk, hy of sy verteenwoordiger, voordat die werk begin word, op 'n opvallende plek waar die werk uitgevoer word, 'n kennisgewing sal teken en vasleg, wat besonderhede bevat aangaande die werk wat verrig moet word, die datum of datums en die tye wanneer die werk begin en voltooi moet word, en dat verlof daartoe deur die Raad toegestaan is. Die bepalings van sub-paragraawe (ii) en (iii) van paragraawe (a) en (b) van hierdie subklousule is nie van toepassing op die drywers van meganiese voertuie nie.

(3) Behoudens die bepalings van subklousule (3) van klousule 4 en van subklousules (3) en (6) (c) van klousule 8, moet 'n werknemer van wie dit vereis word om oortyd te werk, dubbel sy gewone of gebruikelike loon ontvang vir elke uur of deel van 'n uur wat hy meer as sy gewone daaglikse werkure gewerk het, uitgesonderd vir die tyd wat vir verversings in beslag geneem word, tot die gewone begintyd op die volgende werkdag.

(4) 'n Drywer van 'n meganiese voertuig van wie dit vereis of wat toegelaat word om—

- (a) meer as 44 uur in 'n week te werk; of
- (b) op enige dag (uitgesonderd Saterdag) na 8 n.m. te werk as hy 9 uur werk dié dag teen 8 n.m. voltooi het; of
- (c) na 12-uur middag op Saterdag te werk;

moet vir elke uur aldus bo die betrokke getal ure per week gewerk soos vasgestel in paragraaf (a) van hierdie subklousule, of na die onderskeie tye genoem in paragraawe (b) en (c) van hierdie subklousule, benewens die weekloon voorgeskryf in klousule 4, vir elke uur wat gewerk is, 1½ maal die weekloon, gedeel deur 44, betaal word.

10. DIENSBEÏNDIGING.

(1) 'n Werkgewer wat 'n werknemer se diens wil beëindig, en 'n werknemer wat sy diens by 'n werkgewer wil beëindig, moet op enige werkdag minstens twee uur kennis gee, en die minimum tydperk van sodanige kennisgewing tree in werking aan die begin van die laaste twee uur voor die sluitingsuur van die dag waarop die kennis gegee word; met dien verstande dat—

- (a) 'n werkgewer, wat 'n werknemer kennis gee, nie van so 'n werknemer mag eis dat hy gedurende die minimum tydperk van sodanige kennisgewing moet werk nie; en hierdie tydperk moet vir die doeleindes van hierdie subklousule beskou word as tyd waarin gewerk is volgens die skaal in klousule 4 van hierdie Ooreenkoms vasgestel;
- (b) 'n werknemer wat sy werkgewer kennis gee, moet nietemin tot sluitingstyd voortgaan met die werk waarvoor hy in diens geneem is uitgesonderd dat 'n werknemer wat as 'n timmerman of skrynwerker in diens is, toegelaat moet word om gedurende die minimum tydperk van sodanige kennisgewing sy gereedskap in orde te bring, maar hy moet desnieteenstaande tot die sluitingsuur voortgaan met die werk waarvoor hy in diens is, vir enige deel van sodanige minimum tydperk wat nie vir hierdie doel nodig is nie;
- (c) 'n werknemer wat kennis wil gee en wat die betaling van sy loon op die dag waarop sy diens beëindig word, verlang, moet voor 10 v.m. op die dag van die beëindiging van sy diens aan sy werkgewer daarvan kennis gee, anders kan die betaling van die verskuldigde loon vir gebrek aan kennisgewing eers die volgende werkdag geskied.

Vir die toepassing van hierdie klousule beteken „werkdag” 'n dag in die bepalings van klousule 8 van hierdie Ooreenkoms voorgeskryf, of 'n dag wat daarvolgens bepaal is.

(2) Should an employee cease work without having given to his employer the notice prescribed in sub-clause (1) of this clause, the employer may deduct from any wages due to such employee an amount equivalent to the wages payable in terms of clause 4 of this Agreement for a period equal to such notice.

(3) The provisions of sub-clauses (1) and (2) of this clause shall not apply unless an employee has worked for at least three consecutive days with the same employer.

(4) Nothing in this clause shall prevent an employer from laying off an employee by reason of wet weather or shortage of materials but no employer shall suspend an employee from work for any period as a disciplinary measure.

11. STORAGE AND PROVISION OF TOOLS, ETC.

(1) Suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of his sub-clause shall be insured by the employer against loss by fire; provided that this provision shall apply only when an employee's tools are marked with his name and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory. If any such tools are not insured the employer shall be in any case liable for any such loss.

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

(3) Employers shall provide in good order and condition in the case of:—

- (a) *Carpenters*.—All cramps, hand-screws, glue-brushes, wrenches, crowbars, augurs and bits over 12 inches long, and all hammers over 3 lb., and saws for cutting asbestos sheets, formica and similar material.
- (b) *Masons and Stone-Cutters*.—
 - (i) Tools for working granite or other stone, precast stone or artificial granite and claws;
 - (ii) suitable shed 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.
- (c) *Painters and Paper Hangers*.—All tools except putty knives, dusters and paper-hangers' brushes and scissors;
- (d) *Plaster*.—Dagga-boards and stands of suitable height, rollers, straight edges and special granolithic tools;
- (e) *Plumbers and Gas-Fitters*.—
 - (i) Machines used in shop or on job;
 - (ii) stake and riveting bars and drills of all sizes;
 - (iii) screwing tackle, such as stock, dies, taps and ratchets;
 - (iv) pipe-cutting tools and vices;
 - (v) special and heavy caulking irons and firepots;
 - (vi) metal pots and large ladles;
 - (vii) soldering-irons and blow lamps;
 - (viii) chisels, punches and wall-pins over 9 inches in length;
 - (ix) files and hack-saw blades;
 - (x) mandrills over 2 inches in diameter;
 - (xi) rivet sets from No. 12 rivet and over, and grooving tools;
 - (xii) sheet-metal worker's mallet and heavy dressers;
 - (xiii) punches over ¼ (quarter) inch in diameter;
 - (xiv) wrenches and tongs over 12 inches in length.

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

(1) (a) *Concreting*.—All concreting shall be carried out under the adequate and continuous supervision of a skilled employee who shall be paid the wages prescribed in sub-clause (1) (a) (xiii) of clause 4 of this Agreement.

(b) *Caulking*.—Caulking may be carried out by unskilled employees under the supervision of a drainlayer who shall be paid not less than the wages prescribed in clause 4 (1) (a) (xiii) of this Agreement.

(2) *Stone Work*.—(a) Operators of stone-turning and planing machines, also diamond and carborundum sawing-machines, shall be paid not less than the wages prescribed in sub-clause (1) (a) (xiii) of clause 4 of this Agreement.

(b) Employees engaged in sharpening tools, fixing saw-blades and setting stone ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the wages prescribed in sub-clause (1) (a) (xiii) of clause 4 of this Agreement.

(c) Masons' bankers must not be less than 6 feet apart, and no dust shall be blown off with exhaust or other air during working hours.

(d) No grave stone or cemetery memorial of any type manufactured, and no stone dressed, in a district of the Union of South Africa in which wages lower than those prescribed for such work in clause 4 (1) (a) (xiii) of this Agreement are paid shall be utilised in the Building Industry in the Cape Peninsula.

(2) As 'n werknemer sy diens verlaat sonder om aan sy werk-gewer die kennis, voorgeskryf kragtens subklousule (1) van hierdie klousule is nie van toepassing nie, tensy 'n werknemer minstens nemer verskuldig mag wees vir 'n tydperk gelyk aan die kennis-gewing, 'n bedrag aftrek wat gelyk is aan die loon kragtens artikel 4 van hierdie Ooreenkoms betaalbaar.

(3) Die bepaling van subklousules (1) en (2) van hierdie klousule is nie van toepassing nie, tensy 'n werknemer minstens drie agtereenvolgende dae vir dieselfde werk-gewer gewerk het.

(4) Niks in hierdie klousule belet 'n werk-gewer om 'n werknemer tydelik te skors weens nat weer, of tekort aan materiaal, maar geen werk-gewer mag 'n werknemer as tugmaatreef vir enige tydperk in sy diens skors nie.

11. BEREPEK VIR EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werk-gewer moet voorsiening by alle werk maak vir sluitplekke vir gereedskap en die werk-gewer moet op elke werk 'n verantwoordelike persoon aanstel om toe te sien dat hierdie plekke gesluit is. Hierdie bepaling is nie op klein werkies van toepassing nie. Alle werknemergereedskap in werkwinkels en in sluitplekke verskaf kragtens hierdie subklousule, moet deur die werk-gewer teen brand verseker word; met dien verstande dat hierdie bepaling alleen van toepassing is as 'n werknemer se gereedskap met sy naam gemerk is en die werknemer aan die werk-gewer 'n lys van die gereedskap verstrek het en die werk-gewer redelike geleentheid gegee het om die lys te verifieer. As sulke gereedskap nie verseker is nie, is die werk-gewer in elke geval aanspreeklik vir so 'n verlies.

(2) Werk-gewers moet slypstene vir die skerpmaak van gereedskap in goeie orde en toestand verskaf. As geen slypstene by die werk verskaf word nie, moet voldoende tyd en geleentheid aan timmermans en skrynwerkers gegee word om hul gereedskap voor beëindiging van hul diens in orde te bring.

(3) Werk-gewers moet die volgende in goeie orde en toestand verskaf in die geval van:—

- (a) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, skroefseutels, koevoete, handbore en boorysters van langer as 12 duim en hamers van swaarder as 3 pond en sae om asbesplate, formica en soortgelyke materiaal te saag.
- (b) *Klipmesselaars en klipbeitelaars*.—
 - (i) Gereedskap vir die bewerking van graniet of ander klip, voorafgevormde klip of kunsgraniet, en kloue;
 - (ii) behoorlike afdakke vir klipbeitelaars waarvan die dak minstens 10 voet bo die grondoppervlakte moet wees.—Hierdie bepaling is nie van toepassing op klein werkies op bouterreine nie;
 - (iii) 'n werknemer om alle gereedskap skerp te maak.
- (c) *Skilders en behangers*.—Alle gereedskap, uitgesonderd stop-verfmesse, stoffers, behangerskwaste en skêre.
- (d) *Pleisteraars*.—Daghaborde en bokke van geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granoliet.
- (e) *Loodgieters en gasaanleërs*.—
 - (i) Masjiene wat in werkwinkels of op werk gebruik word;
 - (ii) handaambeelde en klinknaelysters en boorysters van alle groottes;
 - (iii) alle skroefsnijwerktuie soos snyblokke en tapysters en ratels;
 - (iv) pypsnijgereedskap en bankskroewe;
 - (v) spesiale en swaar kalfaterysters en smeltpotte;
 - (vi) smeltpotte en groot gietlepelers;
 - (vii) soldeerboute en groot blaaslampes;
 - (viii) beitels, deurslae en muurpenne van langer as 9 duim;
 - (ix) vyle en metaalsaagblaie;
 - (x) skroefspille van meer as 2 duim deursnee;
 - (xi) klinknaelstelle van klinknael No. 12 en daarbo, en dryfbeitels;
 - (xii) metaalplaatwerkers se plethamers en swaar hamers;
 - (xiii) deurslae van meer as ¼ (een kwart) duim deursnee;
 - (xiv) skroefseutels en tange van langer as 12 duim.

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

(1) (a) *Betonwerk*.—Alle betonwerk moet verrig word onder afdoende en voortdurende toesig van 'n geskoolde werknemer wat die loon in subklousule (1) (a) (xiii) van klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal moet word.

(b) *Kalfaterwerk*.—Kalfaterwerk kan deur ongeskoolde werknemers verrig word onder die toesig van 'n rioollêer wat minstens die loon moet ontvang wat voorgeskryf word in klousule 4 (1) (a) (xiii) van hierdie Ooreenkoms.

(2) *Klipwerk*.—(a) Bedieners van klipdraai- en -skaafmasjiene en van diamant- en karborundumsaagmasjiene moet minstens die loon in subklousule (1) (a) (xiii) van klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal word.

(b) Werknemers wat gereedskap skerpmaak, saagblaie stel en klippe gereedstel om gesaag te word, en alle klippe vir die poliermasjiene gereedmaak en gelyk stel, moet minstens die loon in subklousule (1) (a) (xiii) van klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal word.

(c) Klipmesselaarsstellasies moet minstens 6 voet van mekaar staan en gedurende die werkure mag geen stof met die uitlaat- of ander lug afgeblaas word nie.

(d) Geen grafstene of begraaftaalgedenktekens van watter aard ook, en geen bewerkte klip uit 'n distrik van die Unie van Suid-Afrika waarin laer lone betaal word as dié vir sulke werk in klousule 4 (1) (a) (xiii) van hierdie Ooreenkoms voorgeskryf, mag in die bouwyerheid in die Kaapse Skiereiland gebruik word nie.

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

(3) *Scaffolding*.—All scaffolding shall be properly constructed of sound material, and shall be erected by or under the supervision of a rigger or other employee, who shall be paid not less than the wage prescribed in sub-clause (1) (a) (xiii) of clause 4 of this Agreement.

(4) *Joinery*.—No purpose-made joinery manufactured in a district in the Union of South Africa where the wage paid to journeymen employed on such manufacture is lower than that prescribed in clause 4 (1) (a) (xiii) of this Agreement, shall be utilised in the Building Industry in the Cape Peninsula.

13. WET WEATHER SHELTER.

At any time where building operations are being carried out, employers shall provide suitable accommodation in which employees may take shelter and be kept dry during wet weather.

14. LATRINES.

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

15. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at noon, and in the afternoon, and shall provide a time not exceeding six minutes in the morning and again in the afternoon for taking tea, such times to be agreed upon in consultation between the employer and employees on each job. No employee may leave the position where he is working for tea in the morning or afternoon.

16. NOTICE BOARDS.

Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice board on which shall be legibly displayed the name of such employer or partnership in letters not less than 3 inches high; provided that sub-contractors may use letters not less than 2 inches high.

17. 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 the power to fix the condition under and the period for which any exemption shall operate.

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

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

18. ENGAGEMENT OF EMPLOYEES.

(1) Members of the trade unions who are parties to this Agreement agree to accept employment with members of the employers' organization only, and members of the employers' organization who are parties to this Agreement agree to employ members of the aforesaid trade union only; provided this section shall not apply where membership to a party to this Agreement has been refused without reasonable cause in the opinion of the Council, and the employee or employer concerned reported such refusal to the Council within fourteen days.

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

(3) Provided that this shall not apply to the employment of any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union concerned.

19. EXPENSES OF COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 1d. per week from the wages of each of his employees for whom wages are prescribed in clause 4 (1) (a) (ii) of this Agreement and 3d. per week from the wages of each of his other employees (except apprentices) for whom wages are prescribed in clause 4 of this Agreement, and to the amounts so deducted the employer shall add an equal amount; provided that the provisions of this clause shall not apply in respect of any employee who has worked for the same employer for less than three days in any one week or in respect of any employee for whom wages are prescribed in subparagraph (ix) of paragraph (a) of clause 4 of this Agreement.

(2) All amounts collected in accordance with the provisions of sub-clause (1) of this clause shall, together with a statement showing the number of employees employed and their trades, be forwarded to the agent of the Council, P.O. Box 2212, Cape Town, on or before the seventh day of each month.

(e) Alle vierkantige klip moet in die werkgewer se werkplek of op die werk self bewerk word, maar mag by die klipbreekgat slegs met behulp van splythamers kleiner gemaak word. As die werkgewer se werkplek by die klipbreekgat geleë is, moet dit op 'n redelik veilige afstand van die klipbreekgat se werkfront geleë wees.

(3) *Steiers*.—Alle steiers moet behoorlik uit goeie materiaal saamgestel en opgerig word deur of onder toesig van 'n touwerker of ander werknemer wat minstens die loon soos in subklousule (1) (a) (xiii) van klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal moet word.

(4) *Skrynwerk*.—Geen skrynwerk vir 'n spesiale doel vervaardig in 'n distrik van die Unie van Suid-Afrika waarin laer lone aan vakmanne wat die vervaardiging doen, betaal word as dié in klousule 4 (1) (a) (xiii) van hierdie Ooreenkoms voorgeskryf, mag in die bounywerheid in die Kaapse Skiereiland gebruik word nie.

13. SKUILPLEK VIR NAT WEER.

Waar bouwerksaamhede uitgevoer word moet werkgewers-voorsiening maak vir behoorlike skuiling waar die werknemers te eniger tyd tydens nat weer kan skuil en droog bly.

14. LATRINES.

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

15. VERVERSINGS.

Elke werkgewer moet sorg dat daar 'n persoon is wat vir sy werknemers tee kan maak in die voormiddag, gedurende die middaguur, en in die namiddag en moet voorsiening maak vir 'n tyd van hoogstens ses minute in die voormiddag en weer in die namiddag om tee te drink; hierdie tyd moet by raadpleging tussen die werkgewer en werknemers op elke werk vasgestel word. Geen werknemer mag die plek waar hy werk, vir tee in die voor- en namiddag verlaat nie.

16. KENNISGEWINGBORDE.

Elke werkgewer en alle werkgewers wat in vennootskap werk, moet oral waar bouwerksaamhede uitgevoer word, op 'n opvallende plek, toeganklik vir die publiek, 'n kennisgewingbord oprig waarop die naam van die werkgewer of vennootskap leesbaar vertoon word in letters minstens 3 duim hoog; met dien verstande dat subkontraakteurs letters minstens 2 duim hoog kan gebruik.

17. VRYSTELLINGS.

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

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

(3) Aan elke vrystelste persoon, moet 'n vrystellingsertifikaat, onderteken deur die Voorsitter van die Raad, uitgereik word.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd in die loop van die termyn waarvoor dit uitgereik is, wysig of intrek.

18. INDIENSNEMING VAN WERKNEMERS.

(1) Lede van die vakverenigings wat partye by hierdie Ooreenkoms is, stem toe om diens slegs by lede van die werkgewer-organisasie te aanvaar, en lede van die werkgewerorganisasie wat partye by hierdie Ooreenkoms is, stem toe om slegs lede van voornoemde vakverenigings in diens te neem; met dien verstande dat hierdie artikel nie van toepassing is nie as, na die Raad se mening, lidmaatskap sonder grondige rede van 'n party by hierdie Ooreenkoms geweier is en die betrokke werknemer of werkgewer die Raad binne veertien dae van die weiering in kennis stel.

(2) Die bepalings van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande wat hy in die nywerheid begin werk het, weier om op uitnodiging van die betrokke vakvereniging, lid daarvan te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

(3) Met dien verstande dat hierdie klousule nie van toepassing is op die indiensneming van 'n werknemer wat, na die mening van die Minister, goeie rede het om beswaar daarteen te hê om lid van die betrokke vakvereniging te word of te bly nie.

19. UITGAWES VAN DIE RAAD.

(1) Ter bestryding van die Raad se uitgawes moet elke werkgewer 1d. per week aftrek van die loon van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (ii) van hierdie Ooreenkoms voorgeskryf word en 3d. per week van die loon van elkeen van sy ander werknemers (uitgesonderd vakleerlinge) vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, en by die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg; met dien verstande dat die bepalings van hierdie klousule nóg ten opsigte van 'n werknemer wat minder as drie dae in 'n week by dieselfde werkgewer gewerk het, van toepassing is, nóg ten opsigte van enige werknemer vir wie lone in subparagraaf (ix) van paragraaf (a) van klousule 4 van hierdie Ooreenkoms voorgeskryf is.

(2) Alle bedrae wat kragtens die bepalings van subklousule (1) van hierdie klousule ingevorder word, moet tesaam met 'n staat wat die getal werknemers in diens en hul bedrywe aantoon, uiterlik op die 7de dag van elke maande aan die agent van die Raad, Posbus 2212, Kaapstad, gestuur word.

20. AGENTS.

The Council shall appoint persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the records of wages and allowances paid and payments for overtime, also time worked, for the purposes of ascertaining whether the terms of the Agreement are being observed.

21. HOLIDAY PERIOD.

(1) No employer shall perform or require or allow an employee to perform work, and no employee shall undertake or perform in the Building Industry other than emergency work during the periods—

commencing 5 p.m. on the 23rd December, 1955, and ending at 8 a.m. on the 16th January, 1956;
commencing 5 p.m. on the 21st December, 1956, and ending at 8 a.m. on the 14th January, 1957;
commencing 5 p.m. on the 20th December, 1957, and ending at 8 a.m. on the 13th January, 1958;
commencing 5 p.m. on the 19th December, 1958, and ending at 8 a.m. on the 12th January, 1959;
commencing 5 p.m. on the 18th December, 1959, and ending at 8 a.m. on the 11th January, 1960.

(2) In addition to other remuneration payable in terms of this Agreement an employer shall in respect of each and every hour worked by each of his employees and in the manner prescribed in this clause contribute to a holiday fund an amount as follows:—

- (a) In respect of employees for whom wages are prescribed in sub-paragraph (ii) of paragraph (a) of clause 4 (1): 2d. per hour, to be paid to the employee in cash weekly, in lieu of holiday fund, at the same time as his ordinary remuneration;
 - (b) in respect of employees for whom wages are prescribed in sub-paragraph (iii) and during their first and second years of experience in respect of employees for whom wages are prescribed in sub-paragraph (ix) of paragraph (a) of clause 4 (1) 2d. per hour;
 - (c) in respect of employees for whom wages are prescribed in sub-paragraphs (i), (iv) and (v), and during their third year of experience in respect of employees for whom wages are prescribed in sub-paragraph (ix) of paragraph (a) of clause 4 (1): 3d. per hour.
 - (d) in respect of employees for whom wages are prescribed in sub-paragraphs (vi), (vii), (viii), (x), (xi), (xii) and (xiii) of paragraph (a) of clause 4 (1): 5d. per hour;
- provided that the said contributions to the holiday fund shall be payable on not more than 40 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(3) The employer shall in respect of the amounts contributed in terms of paragraphs (b), (c) and (d) of sub-clause (2) issue on each pay day to each of his employees who has worked for him for at least 17 hours in any week, one stamp legibly cancelled by him with his name and the date of issue, the value of which stamp shall be as follows:—

- 7s. in respect of the amounts contributed in terms of paragraph (b) of sub-clause (2);
- 10s. in respect of the amounts contributed in terms of paragraph (c) of sub-clause (2) and
- 16s. 8d. in respect of the amounts contributed in terms of paragraph (d) of sub-clause (2);

provided that where an employee has worked more than 17 hours but less than 40 hours in any week for the same employer, such employer may deduct from the wages due to such employee an amount equal to the relative rate prescribed in the said sub-paragraph multiplied by the difference between 40 and the number of hours actually worked; and provided further that such employer shall deduct an additional amount of 4d. per week in respect of employees for whom contributions are prescribed in paragraph (b) of sub-clause (2).

(4) The provisions of sub-clauses (2) and (3) of this clause shall not apply unless the employee has worked for at least 17 hours in any week for the same employer. In event of any such employee working less than 17 hours in any week with the same employer, such employer shall in lieu of contributing to such fund, pay such employee in cash at the relative rate prescribed in sub-clause (2) of this clause.

(5) The stamps issued to each employee in terms of sub-clause (3) of this clause shall be affixed by such employee in a contribution book to be obtained without delay from the Secretary of the Council and retained by the employee.

Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation and bearing his usual signature.

(6) The stamps referred to in sub-section (3) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused stamps.

20. AGENTE.

Die Raad moet persone aanstel as agente om te help by die toepassing van die bepalings van hierdie Ooreenkoms. 'n Agent kan enige inrigting betree en enige werkgewer of werknemer ondervra en die register van lone en toelaes wat betaal is en betalings vir oortyd, asook tyd gewerk, nasien ten einde te kan vasstel of die bepalings van hierdie Ooreenkoms nagekom word.

21. VERLOFTYD.

(1) Geen werkgewer mag enige werk verrig of van 'n werknemer vereis of hom toelaat om werk te verrig nie en geen werknemer mag onderneem om in die bouwyerheid werk te verrig nie, uitgesonderd noodwerk, gedurende die tydperke—

beginnende om 5 nm. op 23 Desember 1955 en eindigende om 8 vm. op 16 Januarie 1956;
beginnende om 5 nm. op 21 Desember 1956 en eindigende om 8 vm. op 14 Januarie 1957;
beginnende om 5 nm. op 20 Desember 1957 en eindigende om 8 vm. op 13 Januarie 1958;
beginnende om 5 nm. op 19 Desember 1958 en eindigende om 8 vm. op 12 Januarie 1959;
beginnende om 5 nm. op 18 Desember 1959 en eindigende om 8 vm. op 11 Januarie 1960.

(2) Benewens ander besoldiging kragtens hierdie Ooreenkoms betaalbaar, moet 'n werkgewer ten opsigte van elke uur deur elkeen van sy werknemers gewerk en op die wyse voorgeskryf in hierdie klousule, 'n bedrag tot 'n verloffonds soos volg bydra:—

- (a) Ten opsigte van werknemers vir wie lone in subparagraaf (ii) van paragraaf (a) van klousule 4 (1) voorgeskryf word: 2d. per uur wat weklíks tegelyk met sy gewone besoldiging in kontant aan die werknemer betaal moet word in plaas van aan die verloffonds;
- (b) ten opsigte van werknemers vir wie lone in subparagraaf (iii) en gedurende hulle eerste en tweede jare ondervinding ten opsigte van werknemers vir wie lone in subparagraaf (ix) van paragraaf (a) van klousule 4 (1) voorgeskryf word: 2d. per uur;
- (c) ten opsigte van werknemers vir wie lone in subparagrafe (i), (iv) en (v) voorgeskryf word en gedurende hulle derde jaar ondervinding ten opsigte van werknemers vir wie lone in subparagraaf (ix) van paragraaf (a) van klousule 4 (1) voorgeskryf word: 3d. per uur;
- (d) ten opsigte van werknemers vir wie lone in subparagrafe (vi), (vii), (viii), (x), (xi), (xii) en (xiii) van paragraaf (a) van klousule 4 (1) voorgeskryf word: 5d. per uur;

met dien verstande dat genoemde bydraes aan die verloffonds op hoogstens 40 uur in 'n week betaalbaar is, afgesien van die feit of die tyd teen gewone of oortydloone gewerk is of nie.

(3) Die werkgewer moet ten opsigte van die bedrae kragtens paragrawe (b), (c) en (d) van subklousule (2) bygedra, aan elkeen van die betrokke werknemers wat minstens 17 uur in 'n week vir hom gewerk het, een seël betaal wat leesbaar deur hom met sy naam en die datum van uitgifte afgestempel is, en waarvan die waarde soos volg is:—

- 7s. ten opsigte van die bedrae wat ingevolge paragraaf (b) van subklousule (2) bygedra is;
- 10s. ten opsigte van die bedrae wat ingevolge paragraaf (c) van subklousule (2) bygedra is;
- 16s. 8d. ten opsigte van die bedrae wat ingevolge paragraaf (d) van subklousule (2) bygedra is;

met dien verstande dat wanneer 'n werknemer meer as 17 uur maar minder as 40 uur in 'n week vir dieselfde werkgewer gewerk het, die werkgewer 'n bedrag wat gelyk is aan die betrokke skaal in genoemde paragrawe voorgeskryf, vermenigvuldig met die verskil tussen 40 en die aantal ure werklik gewerk, van die loon wat aan die werknemer verskuldig is, kan aftrek; en voorts met dien verstande dat die werkgewer 'n bykomende bedrag van 4d. per week ten opsigte van werknemers vir wie bydraes voorgeskryf is in paragraaf (b) van subklousule (2), kan aftrek.

(4) Die bepalings van subklousule (2) en (3) van hierdie klousule is nie van toepassing nie, tensy die werknemer vir minstens 17 uur in 'n week vir dieselfde werkgewer gewerk het. Ingeval so 'n werknemer minder as 17 uur in 'n week vir dieselfde werkgewer gewerk het, moet die werkgewer in plaas van 'n bydrae tot die fonds, aan die werknemer die skaal in subklousule (2) van hierdie klousule voorgeskryf, na verhouding in kontant betaal.

(5) Die seëls wat ingevolge die bepalings van subklousule (3) van hierdie klousule aan elke werknemer uitgereik word, moet deur die werknemer in 'n bydraeboekie geplak word wat sonder versuim van die Sekretaris van die Raad verkry en deur die werknemer gehou moet word.

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

(6) Die seëls genoem in subartikel (3) moet deur die werkgewer van die Raad gekoop word en 'n toereikende reservevoorraad daarvan moet te alle tye deur die werkgewer gehou word; met dien verstande dat 'n werkgewer terugbetaling vir die waarde van alle ongebruikte seëls van die Raad kan ontvang.

(7) Immediately after the first pay day in November in each year, employees shall deposit their contribution books at the office of the Council, and shall be issued with a receipt therefor and on production of such relative receipt respectively on or after the 15th December, 1955, the 14th December, 1956, the 13th December, 1957, the 12th December, 1958, or the 11th December, 1959, shall be paid the amount standing to their credit in such fund.

(8) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of sub-clause (3) of this clause unless such stamps are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of six calendar months from the date of the commencement of the holiday period. Any moneys from the sale of stamps so issued and not claimed for at the expiration of the said period of six calendar months shall accrue to the general funds of the Council. The Council shall be obliged to consider on the merits all claims made after the said period of six calendar months and may (without legal liability) authorise at any time the payment of claims from moneys which have accrued to the Council in terms of this sub-clause.

(9) In the case of the death of an employee the amount due to him from the fund shall be paid into his estate.

(10) All amounts held by the Council to the credit of the fund may be invested from time to time on fixed deposit or on call with a bank, building society, insurance company or other registered deposit receiving institution approved by the Council. No employee shall have any claim in respect of interest accruing to the fund, neither shall he be responsible for any contribution towards the expenses of administering the fund.

(11) The amounts credited to each employee in the fund are not transferable and cannot be ceded or pledged.

(12) No stamps shall be issued to an employee otherwise than in accordance with this clause and no employee shall be entitled to payment from the fund of any amount in excess of 49 weekly contributions in respect of any single year ending on the first pay day.

22. PENSION OR LIKE FUND.

(1) In addition to other remuneration payable to employees for whom wages are prescribed in sub-paragraphs (vi), (vii), (viii), (x), (xi), (xii) and (xiii) of paragraph (a) of clause 4 (1) every employer shall contribute in respect of each such employee in his service, in the manner hereinafter prescribed in this clause, an amount of 3½d. per hour worked to a pension or like fund, copies of the documents relating to which have been deposited with the Secretary for Labour with whom copies of all alterations, additions or amendments to such documents shall also from time to time be lodged, provided that the said contributions shall be payable on not more than 40 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(2) The employer shall in respect of the amounts contributed in terms of sub-clause (1) issue on each pay day to each of such employees who has worked for him for at least 17 hours in any week one stamp to the value of eleven shillings and eightpence which stamp shall be legibly cancelled by him with his name and the date of issue; provided that where an employee has worked more than 17 hours but less than 40 hours in any week for the same employer such employer may deduct from the wages due to such employee an amount equal to 3½d. multiplied by the difference between 40 and the number of hours actually worked.

(3) The provisions of sub-clauses (1) and (2) of this clause shall not apply unless the employee has worked for at least 17 hours in any week for the same employer. In the event of any such employee working less than 17 hours in any week with the same employer, such employer shall in lieu of contributing to such fund, pay such employee in cash at the rate of 3½d. per hour in respect of each hour worked in that week.

(4) The stamps issued to each employee in terms of sub-clause (2) of this clause shall be affixed by such employee in a contribution book to be obtained without delay from the Secretary of the Council and retained by the employee.

Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation, name of the trade union of which he is a member and bearing his usual signature.

(5) The stamps referred to in sub-section (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(6) Any benefits accruing under the pension or like fund referred to in this clause shall not be transferable, and cannot be ceded or pledged; provided that an employee may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

(7) In the event of the Council ceasing to function or being deregistered, and where this Agreement remains binding in terms of section thirty-four (2) of the Act the Minister may appoint a Committee from the employers and the employees on the basis of equality of employer and employee representatives and alternates

(7) Onmiddellik na die eerste betaaldag in November van elke jaar moet werknemers hul bydraeboekies by die kantoor van die Raad indien waarvoor 'n kwitansie uitgereik moet word en op vertoning van die betrokke kwitansie onderskeidelik op of na 15 Desember 1955, 14 Desember 1956 of 13 Desember 1957, 12 Desember 1958 of 11 Desember 1959, moet die bedrag wat in hul krediet in die fonds staan, aan hulle betaal word.

(8) Die Raad is nie aanspreeklik vir betaling ten opsigte van seëls wat kragtens subklousule (3) van hierdie klousule aan werknemers uitgereik is nie, tensy hierdie seëls in 'n bydraeboekie wat van die Raad verkry is, ingeplak is en die bydraeboekie voor verloop van ses kalendermaande na die aanvangsdatum van die verloftydperk by die Raad ingedien is. Alle geld wat uit die verkoop van seëls wat aldus uitgereik is, verkry word en nie na verloop van die genoemde tydperk van ses kalendermaande opgeëis is nie, kom die algemene fonds van die Raad toe. Die Raad is verplig om alle eise wat na verstryking van die genoemde tydperk van ses kalendermaande ingedien word, op hul meriete te behandel en kan (sonder wettige aanspreeklikheid) te eniger tyd magtiging verleen vir betaling van eise uit gelde wat kragtens hierdie subklousule die Raad toegekom het.

(9) Ingeval van die dood van 'n werknemer, moet die bedrag wat aan hom uit die fonds verskuldig is, aan sy boedel betaal word.

(10) Alle bedrae wat deur die Raad in die krediet van die fonds gehou word, kan van tyd tot tyd deur die Raad op vaste deposito belê word, of op 'n lopende rekening by 'n bank of bougenootskap, assuransie-maatskappy of ander geregistreerde deposito-nemende inrigting wat deur die Raad goedgekeur is. Geen werknemer het enige aanspraak op rente wat deur die fonds gekweek word nie, ook kan hy nie aanspreeklik gehou word vir enige bydrae tot die bestuurskoste van die fonds nie.

(11) Die bedrae waarmee elke werknemer in die fonds gekrediteer staan, is nie oordraagbaar en daarvan kan nie afstand gedoen en kan dit nie verpand word nie.

(12) Geen seëls mag aan 'n werknemer uitgereik word nie uitgesonderd ooreenkomstig die bepaling van hierdie klousule, en geen werknemer is geregtig op betaling uit die fonds van 'n bedrag wat hoër is as 49 weeklikse bydraes ten opsigte van een enkele jaar wat eindig op die eerste betaaldag in November nie.

22. PENSIOEN OF SOORTGELYKE FONDS.

(1) Benewens ander besoldiging wat aan 'n werknemer betaalbaar is vir wie lone in subparagrafe (vi), (vii), (viii), (x), (xi), (xii) en (xiii) van paragraaf (a) van klousule 4 (1) voorgeskryf is, moet elke werkgewer ten opsigte van elkeen van die werknemers in sy diens 'n bedrag van 3½d. per uur gewerk, in 'n pensioen- of soortgelyke fonds stort op die manier hierna in hierdie klousule voorgeskryf, en afskrifte van die dokumente wat daarop betrekking het aan die Sekretaris van Arbeid gestuur is, by wêre kopieë van alle veranderings, toevoegings of wysigings van tyd tot tyd ingedien moet word; met dien verstande dat genoemde bydraes op hoogstens 40 uur per week betaalbaar is, ongeag of die tyd teen gewone of oortydskale gewerk is.

(2) Die werkgewer moet ten opsigte van die bedrae bygedra ingevolge die bepaling van subklousule (1), aan elkeen van die werknemers wat vir hom minstens 17 uur in 'n week gewerk het, op elke betaaldag een seël ter waarde van 11s. 8d. uitreik; en hierdie seël moet leesbaar deur hom afgestempel word met sy naam en die datum waarop dit uitgereik word; met dien verstande dat wanneer 'n werknemer langer as 17 uur maar minder as 40 uur in 'n week vir dieselfde werkgewer gewerk het, die werkgewer van die loon aan die werknemer verskuldig 'n bedrag kan aftrek wat gelykstaan met 3½d. vermenigvuldig met die verskil tussen 40 en die aantal ure werklik gewerk.

(3) Die bepaling van subklousules (1) en (2) van hierdie klousule is nie van toepassing nie tensy die werknemer minstens 17 uur in 'n week vir dieselfde werkgewer gewerk het. Ingeval 'n werknemer minder as 17 uur in 'n week vir dieselfde werkgewer gewerk het, moet die werkgewer, in plaas van 'n bydrae aan die fonds, die werknemer teen die skaal van 3½d. per uur in konstant betaal ten opsigte van elke uur in daardie week gewerk.

(4) Die seëls wat ingevolge die bepaling van subklousule (2) van hierdie klousule uitgereik word, moet deur die werknemer in 'n bydraeboekie geplak word wat sonder versuim van die Sekretaris van die Raad verkry en deur die werknemer gehou moet word.

Aansoek om 'n bydraeboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is en moet deur die werknemer ingevul word met die werknemer se naam en adres voluit, bedryf, naam van die vakvereniging waarvan hy lid is en sy gewone handtekening.

(5) Die seëls genoem in subartikel (2) moet deur die werkgewer van die Raad gekoop word en 'n toereikende reserwevoorraad moet te alle tye deur die werkgewer gehou word; met dien verstande dat 'n werkgewer terugbetaling vir die waarde van enige ongebruikte seëls kan verkry.

(6) Voordele wat oploop onder die pensioen- of soortgelyke fonds in hierdie klousule genoem, is nie oordraagbaar nie, en mag nie oorgemaak of verpand word nie; met dien verstande dat 'n werknemer desnieteenstaande 'n begunstigde kan benoem om die winste van sy polis te ontvang in die geval van sy dood voordat hy aftree.

(7) Ingeval die Raad ophou om te werk of gederegistreer word, en hierdie Ooreenkoms bindend bly ingevolge die bepaling van artikel vier-en-dertig (2) van die Wet, kan die Minister 'n komitee aanstel van werkgewers en werknemers op die basis van gelykheid van werkgewer- en werknemerveerwoordigers en plaasvervangers in die lidmaatskap van die Komitee; of die Minister kan

in the membership of the Committee, or the Minister may appoint a Trustee or Trustees to carry out the duties of the Council in connection with any pension or like fund established in terms of this Agreement. Such Committee or Trustees shall possess all the power of the Council for such purpose.

23. SICK BENEFIT DEDUCTION.

(1) Every employer shall deduct an amount of six shillings and eight pence from the remuneration due every week to each of his employees who is a member of any of the trade unions who are parties to this Agreement and for whom wages are prescribed in sub-paragraphs (vi), (vii), (viii), (x), (xi), (xii) and (xiii) paragraph (a) of clause 4 (1) for the purpose of a sick benefit fund; provided that the provisions of this sub-clause shall not apply in respect of any such employee who has worked for the same employer for less than 17 hours in any one week.

(2) The employer shall in respect of the amounts deducted by him in terms of sub-clause (1) of this clause issue on each pay day to each of the employees concerned one stamp to the value of six shillings and eightpence which stamp shall be legibly cancelled by him with his name and the date of issue.

(3) The stamps referred to in sub-clause (2) of this clause shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times, provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(4) The Council shall pay to the Western Province Building and Allied Trades' Sick Fund all moneys in respect of stamps purchased by employers in terms of sub-clause (3) of this clause, provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments.

(5) In the event of the Council ceasing to function or being deregistered, and where the agreement remains binding in terms of section thirty-four (2) of the Act, the Minister may appoint a committee from the employers and employees on the basis of equality of employer and employee representatives and alternates in the membership of the committee; or the Minister may appoint a trustee or trustees to carry out the duties of the Council as laid down in sub-clauses (3) and (4) of this clause. Such committee or trustees shall possess all the power of the Council for such purpose.

24. ORGANISERS AND SHOP AND JOB STEWARDS.

Members of the trade unions on each job where 20 or more employees for whom wages are prescribed in sub-paragraphs (vi), (vii), (viii), (x), (xi), (xii) and (xiii) of paragraph (a) of clause 4 (1) are employed, shall be permitted to appoint shop or job stewards for such job, and facilities shall be given to organisers of the trade unions to have access to such shop and job stewards, subjects to the consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

25. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, within one month, 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;

provided that this paragraph shall not apply in respect of any employer who has already furnished the said particulars in terms of the provisions of Government Notice No. 2697, dated the 15th December, 1949, or Government Notice No. 503, dated 14th March, 1952.

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

(c) Where the employer is a partnership or company information in accordance with paragraph (1) (a) of this sub-clause shall be furnished in respect of each partner, director, etc. The title under which the partnership or company is operating shall also be furnished.

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

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

26. ADMINISTRATION OF AGREEMENT.

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

27. EXHIBITION OF AGREEMENT.

A copy of this Agreement in both official languages shall be exhibited by every employer in every workshop or yard where he carries on business, in a conspicuous position accessible to all employees.

'n kurator of kurators aanstel om die pligte van die Raad in verband met 'n pensioen- of soortgelyke fonds wat ingevolge die bepalings van hierdie Ooreenkoms gestig word, te verrig. Vir hierdie doel besit hierdie komitee of kurators al die bevoegdhede van die Raad.

23. AFTREKKINGS VIR SIEKTEBYSTAND.

(1) Elke werkgever moet, vir die doel van 'n bystandfonds, 'n bedrag van 6s. 8d. aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van enigeen van die vakverenigings wat partye is by hierdie Ooreenkoms, en vir wie lone in subparagrafe (vi), (vii), (viii), (x), (xi), (xii) en (xiii) van paragraaf (a) van klousule 4 (1) voorgeskrif word; met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat vir dieselfde werkgever minder as 17 uur in 'n week gewerk het nie.

(2) Die werkgever moet ten opsigte van die bedrae wat deur hom ingevolge die bepalings van subartikel (1) van hierdie klousule afgetrek word, op elke betaaldag aan elkeen van die betrokke werknemers een seël ter waarde van 6s. 8d. uitreik, en hierdie seël moet leesbaar met sy naam en die datum van uitreiking deur hom afgestempel word.

(3) Die seëls in subklousule (2) van hierdie klousule genoem, moet deur die werkgever van die Raad gekoop word, en 'n voldoende voorraad daarvan moet te alle tye deur die werkgever gehou word; met dien verstande dat 'n werkgever deur die Raad vergoed kan word vir die waarde van die ongebruikte seëls.

(4) Die Raad moet aan die siektetonds van die Westelike Provinsie se bou- en verwante bedrywe al die geld betaal ten opsigte van seëls wat deur die werkgevers ingevolge die bepalings van subklousule (3) van hierdie klousule aangekoop is; met dien verstande dat terugbetalings wat aan werkgevers gedoen is ten opsigte van ongebruikte seëls, van die betalings afgetrek moet word.

(5) Ingeval die Raad ophou om te werk of gederegistreer word, en ingeval hierdie Ooreenkoms bindend bly ingevolge die bepalings van artikel 34 (2) van die Wet, kan die Minister 'n Komitee aanstel van werkgevers en werknemers op die basis van gelykheid van werkgever- en werkhemerverteenwoordigers en plaasvervangers vir die lidmaatskap van die komitee; of die Minister kan 'n kurator of kurators aanstel om die pligte van die Raad te verrig soos bepaal in subklousule (3) en (4) van hierdie klousule. Vir hierdie doel besit hierdie komitee of kurators al die bevoegdhede van die Raad.

24. ORGANISEERders EN WERKwINKEL- EN WERKvERTeenwoordigers.

Lede van die vakverenigings wat werksaam is op elke werk waar 20 of meer werknemers in diens is en vir wie lone in subparagrafe (vi), (vii), (viii), (x), (xi), (xii), en (xiii) van paragraaf (a) van klousule 4 (1) voorgeskrif word, moet toegelaat word om werkwinkel- of werkverteenwoordigers aan te stel en aan die vakverenigings moet geleentheid gegee word om met die werkwinkelen werkverteenwoordigers in aanraking te kom, onderworpe aan die toestemming van die werkgever of sy behoorlik gevolgmagtigde verteenwoordiger wat hierdie toestemming nie onredelik mag weerhou nie.

25. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgever in die bounywerheid op die datum van die inwerkingtreding van hierdie ooreenkoms moet binne een maande die volgende besonderhede aan die Sekretaris van die Raad verstrek:—

- (i) Naam voluit;
- (ii) besigheidsadres;
- (iii) die bedryf of bedrywe wat deur hom in die nywerheid uitgeoefen word;

met dien verstande dat hierdie paragraaf nie van toepassing is ten opsigte van 'n werknemer wat alreeds genoemde besonderhede ingevolge die bepalings van Goewermentskennisgewing No. 2697 van 15 Desember 1949 of Goewermentskennisgewing No. 503 van 17 Maart 1952 ingedien het nie.

(b) Die besonderhede kragtens paragraaf (a) van hierdie subklousule vereis moet ook binne een maand na die aanvang van werksaamhede verstrek word deur werkgevers wat na die datum van die inwerkingtreding van hierdie ooreenkoms tot die nywerheid toetree.

(c) As die werkgever 'n vennootskap of maatskappy is, moet die inligting kragtens paragraaf (1) (a) van hierdie subklousule ten opsigte van elke vennoot, direkteur, ens., verstrek word. Die besigheidsnaam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) Die Sekretaris van die Raad moet 'n register byhou van alle werkgevers in klousule (1) hiervan genoem.

(3) Elke geregistreerde werkgever moet die Raad onmiddellik skriftelik in kennis stel van enige verandering van die besonderhede wat by registrasie verstrek is.

26. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan meningsuitsprake vir die leiding van werkgevers en werknemers uitvaardig wat nie met die bepalings van die ooreenkoms in stryd is nie.

27. VERTONING VAN OOREENKOMS.

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

28. EMPLOYMENT OF MINORS.

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

Signed on behalf of the Council.

J. M. HARPER,
Chairman of the Council.
THOS. PATTULLO,
Vice-Chairman of the Council.
G. WEBSTER,
Secretary of the Council.

7th March, 1955.

* No. 1177.]

[10 June 1955.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING INDUSTRY, WESTERN PROVINCE.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Building Industry, Western Province, published under Government Notice No. 1176 of 10th June, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

28. INDIENSNEEMING VAN MINDERJARIGES.

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

Namens die Raad onderteken.

J. M. HARPER,
Voorsitter van die Raad.
THOS. PATTULLO,
Onder-voorsitter van die Raad.
G. WEBSTER,
Sekretaris van die Raad.

7 Maart 1955.

* No. 1177.]

[10 Junie 1955.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, WESTELIKE PROVINSIE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Westelike Provinsie, gepubliseer by Goewermentskennisgewing No. 1176 van 10 Junie 1955, nie vir die persoon wie se werke daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

Wette van die Unie van Suid-Afrika, 1954

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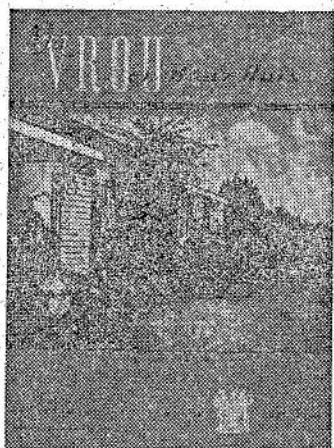
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