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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. 1322.] [24 June 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, WESTERN PROVINCE (COUNTRY AREAS).

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, shall be binding from the 31st day of July, 1955, and for the period ending the 30th day of July, 1960, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 17 (inclusive), and 19 to 25 (inclusive) of the said Agreement shall be binding from the 31st day of July, 1955, and for the period ending the 30th day of July, 1960, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West, and from the 31st day of July, 1955, and for the period ending the 30th day of July, 1960, the provisions contained in clauses 1, 3 to 17 (inclusive, 19, 20 and 23 to 25 (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. 1322.] [24 Junie 1955.
NYWERHEID-VERSOENINGSWET, 1937.

BOUBEDRYF, WESTELIKE PROVINSIE (PLATTE- LANDSE GEBIEDE).

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 Boubedryf betrekking het, vanaf die 31ste dag van Julie 1955, en vir die tydperk wat op die 30ste dag van Julie 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 vakverenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 17, en 19 tot en met 25 van genoemde Ooreenkoms vervat, vanaf die 31ste dag van Julie 1955 en vir die tydperk wat op die 30ste dag van Julie 1960 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes; 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, 20 en 23 tot en met 25 van genoemde Ooreenkoms vervat, vanaf die 31ste dag Julie 1950 en vir die tydperk wat op die 30ste dag van Julie 1960 eindig in die magistraatsdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf wat nie by die woordomskrywing 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

Boland Master Builders' Association

(hereinafter called "the employers" or "the employers' organization"), 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 excepting stonemasons, and by the employers of all such employees;
- (b) in the Magisterial Districts of Wellington, Stellenbosch and Somerset West by all employees except stonemasons who are engaged in the manufacture and erection of gravestones and cemetery memorials of all types, and by the employers of all such employees;

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 condition fixed thereunder, and shall apply to trainees under the Training of Artisans Act, No. 38 of 1951, in so far as they are not inconsistent with any regulations made or any provisions fixed under such Act; and provided further that they shall not apply to persons engaged in the erection, maintenance, repair or alterations on forms of dwelling-houses or other buildings, the cost of the erection, maintenance, repair or alteration whereof does not exceed a total of £500; and provided further that the terms of clauses 7, 11, 12, 15, 21, and 22 shall not apply to employees engaged on unskilled work.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such a 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 expression used in this Agreement, which is 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 concreting and 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, slating and roof tiling, bituminous work and asphalt and sheeting;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE).

OOREENKOMS

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

Boland Master Builders' Association

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

Amalgamated Society of Woodworkers,

South African Operative Masons' Society,

Western Province Building, Electrical and Allied Trades' Union (hieronder „die werknemers” of die „vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

1. BESTEK VAN TOEPASSING.

Die bepalings in hierdie Ooreenkoms moet nagekom word—

- (a) in die magistraatsdistrik Paarl deur alle werknemers, uitgesonderd klipmesselaars, en deur die werkgewers van alle sodanige werknemers;
- (b) in die magistraatsdistrikte Wellington, Stellenbosch en Somerset-Wes deur alle werknemers, uitgesonderd klipmesselaars, wat alle tipes grafstene en begraafplaasgedenksene vervaardig en oprig, en deur werkgewers van alle sodanige werknemers;

met dien verstande dat die bepalings op vakleerlinge van toepassing is vir sover dit nie onbestaanbaar is met die bepalings van die Wet op Vakleerlinge of met 'n kontrak daarvolgens aangegaan of 'n voorwaarde daarvolgens vasgestel nie, en van toepassing is op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, vir sover dit nie onbestaanbaar is met regulasies of bepalings wat kragtens daardie Wet uitgevaardig is nie; en voorts met dien verstande dat dit nie van toepassing is nie op persone wat werksaam is by die oprigting, instandhouding, herstel of verbouing van plaaswonings of ander plaasgeboe waarvan die koste van oprigting, instandhouding, herstel of verbouing hoogstens £500 bedra; en voorts met dien verstande dat die bepalings van klousules 7, 11, 12, 15, 21 en 22 nie op werknemers wat ongeskoolde werk verrig, van toepassing is nie.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister ingevolge artikel agt-en-veertig van die Wet vasstel en bly vyf jaar lank van krag of vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWINGS.

Enige uitdrukking in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in dié Wet.

„Wet” beteken die Nywerheid-versoeningswet, 1937.

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

„Bounywerheid” of „nywerheid” beteken, sonder om in 'n enkele opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir die oprigting, voltooiing, hernuwing, herstel, onderhoud of verbouing van geboe en bouwerke en/of die vervaardiging van artikels wat gebruik word vir die oprigting, voltooiing of verbouing van geboe en bouwerke, ongeag of die werk, die bereiding van die materiaal of die maak van die nodig artikels op die terrein van die geboe of bouwerke of elders geskied en sluit in alle werk wat uitgevoer of verrig word deur persone daarin wat in die volgende bedrywe of onderafdelings daarvan werksaam is, met inbegrip van uitgrawings en die voorbereiding van bouterreine vir geboe en die sloping van geboe, tensy dit deur die betrokke werkgewer bewys kan word dat sodanige sloping nie uitgevoer is met die doel om die bouterreine vir bouwerksaamhede voor te berei is nie—

messelwerk, met inbegrip van betonwerk en die vassit van betonblokke, plakke of -plate en glasstene, die beteeeling van mure en vloere, voegwerk, plaveiwerk, mosaïekwerk, sigwerk met leiklip, marmer en komposisie, rioolaanlegwerk, leidek- en dakpanwerk, bitumen-, asfalt- en plaatbekleding;

verniswerk, met inbegrip van poleerwerk met 'n kwas of kussinkie en spuitwerk met enige komposisie;

skrynerwerk, met inbegrip van die vervaardiging van alle skrynerwerkartikels, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie;

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

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, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stone-working machinery other than stone-polishing machinery, and the sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

painting, which includes the process of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stenciling, sizing, paperhanging, spraying, glazing, oiling, wax-polishing, distemping, lime and colour washing, woodwork preservation, and which also includes paint removal, scraping, washing and cleaning of painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

plastering, which includes 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, drain-lying, caulking, ventilating, heating, hot and cold water fitting, fire installation, and the manufacture and fitting of all sheet metal work, whether or not the fixing on the building or structure is done by the person making or preparing the article used;

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

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

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

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, asbestos tile, shingling and other roof covering, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood, cork, and rubber and sand-papering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, the application of asphaltic saturated felt of fabrics to floors and/or walls and/or roofs, 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 obligation to take out such motor carrier certificate, issued by the local Road Transportation Board (Cape Town), in terms of the Motor Carrier Transportation Act (Act No. 39 of 1930), and the regulations promulgated thereunder.

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

"Farm" means any area of land not less than three morgen in extent bona fide used exclusively for agricultural or general farming purposes or operations.

"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.

"Structure" includes walls, retaining walls, monuments, gravestones and cemetery memorials of all types.

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

"Unskilled work" means any work other than driving mechanical vehicles 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.

klipmesselwerk, met inbegrip van klipbeitelwerk en klipbouwerk, ook die uitbeitel en bou van ornamentele en monument-klipwerk en die vervaardiging en oprigting van alle soorte grafstene en begraafplaasgedenktekens, betonwerk en die vas-sit van of bouwerk met voorafgevoormde en/of kunsklip of marmer, plavei- en mosaïekwerk, die voegbestryking van vloeren muurteëls, die bediening van klippewerkingsmasjinerie (uitgesonderd klippoleermasjinerie) en die skerpmaak van klipp-messelaarsgereedskap, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie;

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

skilderwerk, met inbegrip van versiering, emaljerie, vlam-skildering, marmering, beitswerk, verniswerk, vergulding, streep-verfwerk, sjabloonwerk, planering, behanging, spuitverfwerk, glasurering, oliebewerking, waspolitoering, distemperwerk, witkalk en kleurkalkwerk en die verduursaming van hout, en met inbegrip van die verwydering van verf, die afskraping, was en skoonmaak van geverfde of gedistemperde mure, en die was en skoonmaak van houtwerk, wanneer sodanige verwydering, skraping, was en skoonmaak ter voorbereiding vir enigeen van die voormelde werksaamhede geskied;

pleisterwerk, met inbegrip van modelleerwerk, granoliet- en komposisiebevloering, komposiesiemuurbekleding, en poleerwerk, die aanbring van voorafgevoormde of kunsklipwerk, die beteeëling van mure en vloere, mosaïekwerk, met inbegrip van die aansit van asfalt- of bitumenmastiksoorte met die doel om horisontale of vertikale oppervlaktes waterdig te maak, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie;

loodgieterswerk, met inbegrip van loodlaswerk, die aanlê van gas, sanitêre en huishoudelike ingenieurswerk, d'e aanlê van riole, kalfaterwerk, ventlering, verwarming, die aanlê van warm- en kouwater, d'e aanbring van brandblusinstallasies en die vervaardiging en aanlê van alle metaalplaatwerk, ongeag of die persoon wat die gebruikte artikel vervaardig of berei, dit in die gebou of bouwerk aanbring of nie;

winkel- kantoor- en bankuitrusting, met inbegrip van die vervaardiging en/of aanbring van winkelfronte, vensters, uitstallaste, toonbanke, skermes en los en vaste toebehoere;

staalbewapening, met inbegrip van die maak en oprigting van bekisting, toesig hou oor die buig, plaas en in posisie plaas van staal en beton;

staalkonstruksie, met inbegrip van die aanbring van alle soorte staal- of ander metaalpilare, hooftbalkke, staaldwarbalkke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, met inbegrip van timmerwerk, houtbewerking, masjienwerk, draaiwerk, houtsnijwerk, die aanbring van gegolfdde dakyster, asbesdakpanne, -dakspaan en ander soorte dakbedekking, klank- en akoestiek materiaal, kurk- en asbesisoleerwerk, latwerk, die aanbring van komposisieplafonne en -muurbekleding, houtproppe in mure, die bekleding van houtwerk met metaal, die insit van blokkies- en ander vloere met inbegrip van hout, kurk en rubber, en die skuurpapierbewerking daarvan, kurktapyte en enige klas of soort linoleum insit wanneer dit in enige gebou of bouwerk aangebring word, die aansit van asfaltversadigde felt of -doek aan vloere en/of mure en/of dakke, ongeag of die persoon wat die gebruikte artikel vervaardig of voorberei, dit in die gebou of bouwerk aanbring of nie.

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

"Raad" beteken die Nywerheidsraad vir die Bounywerheid (Westeike Provinsie) wat kragtens artikel twee van die Nijwerheid Verzoenings Wet, 1924, geregistreer is en geag word kragtens Artikel negentiën van die Wet geregistreer te gewees het.

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

"Noodwerk" beteken werk wat onverwyld verrig moet word om te verhoed dat lewens, lyf en lede, gesondheid of eiendom in gevaar gestel word.

"Plaas" beteken 'n stuk grond minstens drie morg- groot wat bona fide en uitsluitlik vir landbou- of algemene boerdrydoel-eindes of -bedrywighede gebruik word.

"Meganiese voertuig" beteken 'n voertuig wat deur meganiese krag voortbeweeg (uitgesonderd trolliebusse en tweewielvoertuie) en vir die vervoer of aansleep van goedere van enige aard gebruik word.

"Bouwerk" beteken ook mure, keermure, monumente en alle soorte grafstene en begraafplaasgedenktekens.

"Behoorlike slaapplek" beteken 'n waterdigte skulplek wat veilig toegesluit kan word en van 'n houtvloer en die nodige was- en gemakgeriewe voorsien is.

"Ongeskoolde werk" beteken alle werk (uitgesonderd die bestuur van meganiese voertuie) wat nie onder die bedrywighede wat bepaaldelik genoem word in die lys van ambagte (nl. „steen-messelwerk" tot en met „houtwerk" in die omskrywing van „Bounywerheid"), ingesluit is nie.

"Werkende werkgewer" of „vennoot" beteken 'n werkgewer of vennoot wat self werk verrig wat onder die omskrywing van „Bounywerheid" ingesluit is.

4. WAGES.

(1) (a) Subject to the provisions of paragraph (b) of this sub-clause and of sub-clause (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 Hour.
s. d.

- (i) Employees engaged on unskilled work and employed in the Building Industry for less than twelve months ... 0 7½
Employees engaged on unskilled work and employed in the Building Industry for at least twelve months ... 0 9

- (ii) Operators of floor sand-papering machines and employees engaged in the polishing of stone and terrazzo ... 1 7

- (iii) Drivers of mechanical vehicles:—

Per Week.
£ s. d.

- Of a pay load of 16,001 lb. and over ... 5 12 6
Of a pay load of 14,001 lb. and up to 16,000 lb. ... 5 2 6
Of a pay load of 12,001 lb. and up to 14,000 lb. ... 4 17 6
Of a pay load of 10,001 lb. and up to 12,000 lb. ... 4 7 6
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.

- (iv) Employees engaged in limewashing bagged or unplastered work ... 1 6

- (v) Employees in the painting trade:—

- First six months from date this Agreement comes into operation ... 2 6
Thereafter ... 2 9

- (vi) Employees in all other trades:—

- First six months from date this Agreement comes into operation ... 3 2
Thereafter ... 3 3

(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, during the operation of this Agreement, a cost of living allowance at the rates laid down in War Measure No. 43 of 1942 (as continued by the War Measures further Continuation Acts, No. 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 the said paragraph, to which allowance, in respect of each hour worked by each of his employees for whom wages are prescribed in sub-paragraphs (v) and (vi) of the said paragraph, shall be added the following:—

For the first three years from the date this Agreement comes into operation, 1½d. per hour.

Thereafter, 2d. per hour.

Provided that—

- (a) the said allowance shall be payable on not more than 44 hours in any one week, irrespective of whether such time was worked at ordinary or at overtime rates;
(b) no employee shall be paid less than cost of living allowance for a day if he has worked on that day, irrespective of the time worked, except in the case of any failure on the part of an employee to fulfil the terms of his contract a pro rata deduction from the cost of living allowance may be made in respect of the same period.

(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 times worked on Sundays, Good Friday, 10th October, Christmas Day, Boxing Day and New Year's Day, until the usual starting time of the following day.

(4) *10th October.*—Except as provided in sub-clause (3) of this clause, an employer shall in respect of 10th October, notwithstanding that such day may fall on a Saturday or Sunday, pay to each of his employees in his employ who did not work on that day one half of his ordinary or usual rate of wages and cost of living allowance as prescribed in this clause, plus one half of the holiday fund contribution prescribed in sub-clause (2) of clause 20, such payment to be calculated on the basis of a nine-hour day.

4. LONE.

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

Per uur.
s. d.

- (i) Werknemers wat ongeskoolde werk verrig en minder as twaalf maande in die bouwyerheid in diens is ... 0 7½
Werknemers wat ongeskoolde werk verrig en minstens twaalf maande in die bouwyerheid in diens is ... 0 9

- (ii) Bedieners van vloerskuurpapiermasjiene en werknemers wat klip en terrasso poleer ... 1 7

- (iii) Drywers van meganiese voertuie:—

Per week.
£ s. d.

- met 'n loonvrag van 16,001 lb. en meer ... 5 12 6
met 'n loonvrag van 14,001 tot en met 16,000 lb. ... 5 2 6
met 'n loonvrag van 12,001 tot en met 14,000 lb. ... 4 17 6
met 'n loonvrag van 10,001 tot en met 12,000 lb. ... 4 7 6
met 'n loonvrag van 8,001 tot en met 10,000 lb. ... 4 0 0
alle ander meganiese voertuie ... 3 10 0

Per uur.
s. d.

- (iv) Werknemers wat gesmeerde- of ongepleisterde werk uitkalk ... 1 6

- (v) Werknemers in die skilderbedryf:—

- Eerste ses maande na die datum waarop hierdie Ooreenkoms in werking tree ... 2 6
Daarna ... 2 9

- (vi) Werknemers in alle ander bedrywe:—

- Eerste ses maande na die datum waarop hierdie Ooreenkoms in werking tree ... 3 2
Daarna ... 3 3

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

(c) *Lewenskostoelae.*—Benewens die lone wat ingevolge paragraaf (a) van hierdie subklousule aan werknemers betaalbaar is, moet elke werkgewer gedurende die geldigheidsduur van hierdie Ooreenkoms aan elkeen van sy werknemers vir wie lone in genoemde paragraaf voorgeskryf word, lewenskostoelae betaal teen die skale vasgestel in Oorlogsmaatreël No. 43 van 1942 (soos voortgesit kragtens die Wet op die Verdere Voortsetting van Oorlogsmaatreëls, No. 18 van 1948 en No. 29 van 1950), soos gewysig, en soos dit van tyd tot tyd gewysig kan word, by welke toelae ten opsigte van elke uur wat gewerk is deur elkeen van sy werknemers vir wie lone in subparagrafe (v) en (vi) van genoemde paragraaf voorgeskryf word, die volgende gevoeg moet word:—

Vir die eerste drie jaar na die datum waarop hierdie Ooreenkoms in werking tree, 1½d. per uur.
Daarna, 2d. per uur.

Met dien verstande dat—

- (a) genoemde toelae in één week ten opsigte van hoogstens 44 uur betaalbaar, ongeag of daar vir dié tyd teen die gewone skale of teen oortydskale gewerk is; en

- (b) daar aan geen werknemer minder as één dag se lewenskostoelae vir 'n dag waarop hy gewerk het, betaal mag word nie, ongeag die tyd wat gewerk is, uitgesonderd dat in die geval van versuim aan die kant van 'n werknemer om die voorwaardes van sy kontrak na te kom, 'n pro rata korting van die lewenskostoelae ten opsigte van daardie tydperk afgetrek kan word.

(2) *Minderjariges.*—Lone minstens so hoog as die lone wat deur die Komitee vir Vakleerlinge in die Bounwyerheid in die Kaapse Afdeling vir die eerste jaar van 'n vakleerling vasgestel is, moet aan 'n minderjarige betaal word 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 vakleerlingkontrak in diens gehou kan word.

(3) *Besoldiging vir werk op sekere dae.*—Dubbel die lone wat in hierdie klousule vasgestel word, moet deur 'n werkgewer betaal word vir alle tyd wat op Sondag, Goede Vrydag, 10 Oktober, Kersdag, Tweede Kersdag en Nuwejaarsdag tot die gewone begintyd van die volgende dag gewerk word.

(4) *10 Oktober.*—Uitgesonderd soos bepaal in subklousule (3) van hierdie klousule, moet 'n werkgewer ten opsigte van 10 Oktober, ongeag die feit dat sodanige dag op 'n Saterdag of 'n Sondag kan val, aan elkeen van sy werknemers in sy diens wat nie op daardie dag gewerk het nie, die helfte van sy gewone of gebruikelike lone en lewenskostoelae, soos in hierdie klousule voorgeskryf, betaal, plus een-helfte van die vakansiefondsbydrae wat in subklousule (2) van klousule 20 voorgeskryf word, en dié besoldiging moet op die grondslag van 'n werkdag van nege uur bereken word.

(5) *Dangerous Work.*—On all jobs of a dangerous nature, wages in excess of the minimum prescribed shall be paid, the amount to be mutually agreed upon between the individual employers and employees, but where a dispute arises, however, the dispute shall be referred to the Council for decision.

5. PIECE-WORK.

(1) The giving out by employers or the performance by employees of work on a piece-work basis is prohibited, for the purposes 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, 20 and 21 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 Industrial Council for decision.

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) 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, 20, 21 and 22 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. LODGING ALLOWANCE.

An employee working on a job so situated as to render him unable to return to his home daily shall be provided by his employer with suitable sleeping accommodation in proximity to the place of work; alternatively an employer shall pay to such employee an allowance of 7s. 6d. per day in lieu thereof.

8. HOURS OF WORK.

(1) Except as provided in sub-clauses (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 7.30 a.m. or finish work later than 5.30 p.m., except on Fridays when the finishing time shall be not later than 4.30 p.m.; provided that no employee shall be allowed to work more than five hours continuously without an interval of one hour.

(2) Except as provided in sub-clause (6), the ordinary working hours, which shall not exceed forty-four per week, shall be apportioned as follows: Nine hours daily on Mondays to Thursdays and eight hours on Fridays.

(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, 10th October, 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 drivers of mechanical vehicles and of employees engaged on unskilled work (the painting and plumbing trades excepted) 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 7.20 a.m. or finish later than 5.45 p.m., except on Fridays when the finishing time shall be not later than 4.40 p.m.; provided that no employee shall be allowed to work more than five hours continuously without an interval of one hour.

(5) *Gevaarlike werk.*—Vir alle werk van 'n gevaarlike aard moet hoër lone as die voorgeskrewe minimum lone betaal word; die individuele werkgewers en werknemers moet onderling ooreenkom wat die bedrag betref; maar indien daar 'n geskil ontstaan, moet die geskil voor die Raad vir beslissing gelê word.

5. STUKWERK.

(1) Die uitbesteding van werk deur werkgewers of die verrigting van werk deur werknemers op 'n stukwerkgrondslag is verbode. Vir die toepassing van hierdie klousule beteken "stukwerk" 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bloot bereken word op die hoeveelheid of omvang van die gedane werk, ongeag die hoeveelheid tyd wat hy aan sodanige werk bestee het.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule mag 'n stelsel van aanspooringbonusse ingestel en aangewend word as 'n bepaalde werkgewer en sy werknemers onderling daartoe ooreenkom; met dien verstande dat die besoldiging en ander geldelike voordele wat werknemers as gevolg van die instelling en aanwending van so 'n stelsel toekom, nie minder is as dié voorgeskryf by klousules 4, 9, 20 en 21 van hierdie Ooreenkoms nie; en voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in alle opsigte nagekom word. Geskille wat uit die toepassing van hierdie subklousule voortspruit, kan deur enigeen van die partye vir beslissing aan die Nywerheidsraad voorgelê word.

6. BETALING VAN LONE EN OORTYD.

(1) (a) Alle lone en oortydverdienste en alle ander besoldiging wat aan 'n werknemer verskuldig is, moet weekliks by of voor ophoutyd op Vrydae of by beëindiging van diens as dié voor Vrydae geskied, in kontant betaal word. Betaling kan egter op ander dae as Vrydae geskied as die toestemming van die Raad vooraf daarvoor verkry is.

(b) Lone, oortydverdienste en alle ander verskuldigde besoldiging moet aan werknemers oorhandig word in verseëelde koeferte waarop die name van die werkgewer en werknemer, die getal ure gewerk en die aftrekkings wat daar gemaak is, die ingeslote bedrag en die datum van betaling aangegee moet word.

(2) Geen aftrekkings van enige aard, uitgesonderd dié wat toegelaat word by klousules 10, 19, 20, 21 en 22 van hierdie Ooreenkoms, kan gemaak word van die loon wat aan 'n werknemer verskuldig is nie; met dien verstande dat 'n werkgewer bedrae mag aftrek wat hy ingevolge 'n wet, ordonnansie of geregtelike lasgewing namens 'n werknemer moet betaal.

7. LOSIESTOELAE.

'n Werkgewer moet 'n werknemer wat besig is met werk op 'n plek wat so geleë is dat dit vir hom onmoontlik is om daaglik huis toe te gaan, van behoorlike slaapplek naby dié werk voorsien of hom in plaas daarvan 'n toelaag van 7s. 6d. per dag betaal.

8. WERKURE.

(1) Uitgesonderd soos bepaal in subklousules (3) en (6) van hierdie klousule en behoudens die bepalings van klousule 9 van hierdie Ooreenkoms, mag geen werkgewer op enige dag 'n werknemer toelaat of van hom vereis om voor 7.30 v.m. te begin werk of later as 5.30 n.m. op te hou werk nie, uitgesonderd op Vrydae wanneer hy nie later as 4.30 n.m. mag ophou werk nie; met dien verstande dat geen werknemer toegelaat mag word om langer as 5 uur aanneen, sonder 'n onderbreking van een uur, te werk nie.

(2) Uitgesonderd soos bepaal in subklousule (6) word die gewone werkure, wat hoogstens 44 in een week mag beloop, as volg verdeel: Nege uur per dag op Maandae tot en met Donderdae en agt uur op Vrydae.

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

(4) Alle werkende werkgewers en vennote moet hulle hou aan die werkure voorgeskryf by of bepaal ooreenkomstig hierdie klousule.

(5) Geen werknemer mag solank hy by 'n werkgewer in diens is, hetsy teen besoldiging of nie, buite die ure voorgeskryf by of bepaal ooreenkomstig hierdie klousule, of op Sondae, Saterdag, Goeie Vrydag, 10 Oktober, Kersdag, Tweede Kersdag of Nuwejaarsdag, of vir eie rekening of ten behoeve van 'n ander persoon of ander persone, werk in die bounywerheid vra, onderneem of verrig nie, tensy die skriftelike toestemming van die Raad vooraf daarvoor verkry is, uitgesonderd dat so 'n werknemer slegs vir homself mag werk.

(6) In die geval van drywers van meganiese voertuie en van werknemers wat ongeskoolde werk verrig (uitgesonderd dié skilders- en loodgietersambagte) is onderstaande bepalings van toepassing:—

(a) Behoudens die bepalings van klousule 9 van hierdie Ooreenkoms kan geen werkgewer van 'n werknemer vereis of hom toelaat om op een dag voor 7.20 v.m. te begin werk of na 5.45 n.m. op te hou werk nie, uitgesonderd op Vrydae wanneer werknemers nie later as 4.40 n.m. moet ophou werk nie; met dien verstande dat geen werknemer toegelaat mag word om langer as 5 uur aanneen sonder 'n onderbreking van een uur te werk nie.

- (b) The ordinary working hours, which shall not exceed forty-six per week, shall be apportioned as follows: Nine hours and twenty-five minutes daily on Mondays to Thursdays and eight hours twenty 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) No employer shall require or allow an employee to work on Good Friday, Christmas Day, Boxing Day, New Year's Day, 10th October, on Saturdays and Sundays, unless the consent of the Council has been first obtained.

9. OVERTIME.

- (1) Except as provided in sub-clause (7) of clause 8, an employer may require or permit an employee to work overtime for a period not exceeding two hours daily on Mondays to Thursdays (inclusive) only; provided that the limitation of two 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 contractor who executed such work shall, within twenty-four hours of the commencement of the Council's next business day, deliver to the Council a statement in writing, setting forth—
- his name and address;
 - the nature of the work executed;
 - the place where, the date on which and the times when it was commenced and completed; and
 - 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—
- his name and address;
 - the nature of the work to be executed;
 - the place where, the date on which and the times when it is to be commenced and completed; and
 - the reasons why it should be executed outside the hours prescribed in clause 8.
- (3) Subject to the provisions of sub-clause (3) of clause 4 or sub-clause (3) of clause 8, and of sub-clause (4) of this clause, any hours worked as described in this sub-clause shall be paid for at—
- (a) one and one-half times the ordinary or usual rate of pay for each hour worked or part of an hour worked between 5.30 p.m. and 10 p.m. on any day from Mondays to Thursdays, or between 4.30 p.m. and 10 p.m. on Fridays, or between 7.30 a.m. and 5 p.m. on Saturdays;
- (b) double the ordinary or usual rates of pay for each hour or part of an hour worked between 10 p.m. on any day from Mondays to Fridays and the usual starting time on the following day, or between 5 p.m. and midnight on Saturdays.
- (4) The provisions of sub-clause (3) of this clause shall not apply to drivers of mechanical vehicles or to employees engaged on unskilled work (the painting and plumbing trades excepted). Subject to the provision of sub-clause (3) of clause 4, and of paragraph (c) of sub-clause (6) of clause 8, overtime worked by such employees shall be paid for at—

- (a) one and one-half times the ordinary or usual rates of pay for each hour or part of an hour worked between 5.45 p.m. and 10.5 p.m. on any day from Mondays to Thursdays, or between 4.40 p.m. and 10.5 p.m. on Fridays, or between 7.20 a.m. and 5.5 p.m. on Saturdays;
- (b) double the ordinary or usual rates of pay for each hour or part of an hour worked between 10.5 p.m. on any day from Mondays to Fridays and the usual starting time on the following day or between 5.5 p.m. and midnight on Saturdays.

10. TERMINATION OF EMPLOYMENT.

- (1) An employee desirous of terminating an engagement with an employer and any employer desirous of terminating the services of an employee, shall give in the case of carpenters and joiners not less than two hours' notice, and in the case of all other employees one hour's notice of such termination; provided that—
- (a) employment shall in no case terminate before the finishing time on any day prescribed in, or as may be laid down in accordance with the terms of clause 8 of this Agreement on the day on which notice is given;
- (b) an employer may, in lieu of such notice, pay to an employee wages at the rate prescribed in clause 4 of this Agreement for the period prescribed for such notice, and, in that event, such period shall, for the purpose of this Agreement, be deemed to be time worked.

- (b) Die gewone werkure wat hoogstens 46 moet wees, moet as volg verdeel word: 9 uur en 25 minute per dag op Maandae tot en met Donderdag en 8 uur en 20 minute op Vrydae.
- (c) Behoudens die toestemming van die Raad kan 'n werk-gewer werknemers in diens neem om twee of drie skofte te werk gedurende 'n tydperk van 24 uur; met dien verstande dat geen werknemer egter meer as een skof in 'n tydperk 24 uur mag werk nie, uitgesonderd ooreenkomstig die voorwaardes voorgeskryf in klousule 9 van hierdie Ooreenkoms. Een van hierdie skofte omet binne die tye voorgeskryf in paragraaf (a) van hierdie subklousule gewerk word. 'n Werknemer wat 'n ander skof as die een tussen sodanige tye werk, moet die loon ontvang wat ingevolge klousule 4 van hierdie Ooreenkoms betaalbaar is, plus 15 persent.

(7) Geen werk-gewer kan van 'n werknemer veries of hom toelaat om op Goeie Vrydag, Kersdag, Tweede Kersdag, Nuwejaarsdag, 10 Oktober, op Saterdag en Sondag te werk nie, tensy die toestemming van die Raad vooraf verkry is.

9. OORTYD.

- (1) Uitgesonderd soos bepaal in subklousule (7) van klousule 8, kan 'n werk-gewer van 'n werknemer vereis of hom toelaat om oortyd vir 'n tydperk van hoogstens 2 uur slegs op Maandae tot en met Donderdae te werk; met dien verstande dat die beperking van 2 uur per dag nie op drywers van meganiese voertuie van toepassing 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; in so 'n geval moet die kontrakteur wat sodanige werk uitgevoer het, binne 24 uur na die aanvang van die Raad se volgende werkdag, 'n skriftelike verklaring aan die Raad oorhandig wat onderstaande besonderhede bevat:—
- sy naam en adres;
 - die aard van die werk verrig;
 - die plek waar, die datum en die tye waarop dit begin en voltooi; en
 - die redes waarom daar nie ingevolge die volgende paragraaf om toestemming aansoek gedoen is nie; of
- (b) met die toestemming van die Raad waarom aansoek skriftelik gedoen moet word by die Raad voor 4 nm. op die werkdag voor die dag waarop sodanige oortyd gewerk gaan word. Die applikant moet die volgende vermeld:—
- sy naam en adres;
 - die aard van die werk wat verrig gaan word;
 - die plek waar, die datum en tye waarop dit begin en voltooi gaan word; en
 - die redes waarom dit buite die ure voorgeskryf in klousule 8, gedoen moet word.
- (3) Behoudens die bepalings van subklousule (3) van klousule 4 of subklousule (3) van klousule 8 en van subklousule (4) van hierdie klousule, moet besoldiging vir elke uur gewerk soos in hierdie subklousule beskryf word, geskied teen—
- (a) 1½ maal die gewone loonskaal vir elke uur of gedeelte van 'n uur gewerk tussen 5.30 nm. en 10 nm. op enige dag van Maandag tot en met Donderdag of tussen 4.30 nm. en 10 nm. op Vrydag of tussen 7.30 vm. en 5 nm. op Saterdag;
- (b) dubbel die gewone loonskaal vir elke uur of gedeelte van 'n uur gewerk tussen 10 nm. op enige dag van Maandag tot Vrydag en die gewone begintyd op die volgende dag, of tussen 5 nm. en middernag op Saterdag.
- (4) Die bepalings van subklousule (3) is nie van toepassing op drywers van meganiese voertuie of op werknemers wat ongeskoolde werk verrig nie (uitgesonderd die skilder- en loodgieters-bedrywe). Behoudens die bepalings van subklousule (3) van klousule (4) en van paragraaf (c) van subklousule (6) van klousule 8, moet werknemers vir oortyd wat hulle gewerk het, besoldig word teen—
- (a) 1½ maal die gewone loon vir elke uur of gedeelte van 'n uur gewerk tussen 5.45 nm. en 10.5 nm. op enige dag van Maandae tot Donderdae, of tussen 4.40 nm. en 10.5 nm. op Vrydae of tussen 7.20 vm. en 5.5 nm. op Saterdag;
- (b) dubbel die gewone besoldiging vir elke uur of gedeelte van 'n uur gewerk tussen 10.5 nm. op enige dag van Maandae tot Vrydae en die gewone begintyd op die volgende dag of tussen 5.5 nm. en middernag op Saterdag.

10. DIENSBEÏNDIGING.

- (1) 'n Werknemer wat sy diens by 'n werk-gewer wil beëindig of 'n werk-gewer wat 'n werknemer se diens wil beëindig, moet in die geval van timmermans en skrynwerkers minstens twee uur en in die geval van alle ander werknemers een uur vooraf kennis gee van sodanige diensbeëindiging; met dien verstande dat—
- (a) diens in geen geval voor ophoutyd, soos voorgeskryf of voorgeskryf mag word in ooreenstemming met die bepalings van klousule 8 van hierdie Ooreenkoms, op die dag waarop diens opgesê word, mag eindig nie;
- (b) 'n werk-gewer in die plek van sodanige kennisgewing, aan 'n werknemer vir die tydperk voorgeskryf vir sodanige kennisgewing, loon kan betaal teen die skaal voorgeskryf in klousule 4 van hierdie Ooreenkoms en in die geval word so 'n tydperk vir die toepassing van hierdie Ooreenkoms geag as tyd wat hy gewerk het.

(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) Any employee engaged as a carpenter or joiner shall during the period of notice referred to in sub-clause (1) of this clause be allowed to put his tools in working order, but shall nevertheless continue at the work for which he was engaged for any portion of the period of notice not required for this purpose.

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

(5) 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. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of this 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, handscrews, glue-brushes, wrenches, crowbars, augurs and bits over 12 inches long, and all hammers, over 3 lb., and saws for cutting asbestos sheets.

(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 paperhangers*: All tools except putty knives, dusters and paperhangers' brushes and scissors.

This provision shall apply for the first six months from the date this Agreement comes into operation. Thereafter painters and paperhangers shall supply all their own tools.

(d) *Plasterers*: 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 large 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 12 rivet and over, and grooving tools;

(xii) sheet-metal workers' mallets and heavy dressers;

(xiii) punches over $\frac{1}{4}$ (quarter) inch in diameter;

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

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

(1) *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) (vi) of clause 4 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) (vi) of clause 4 of this Agreement.

(b) Employees engaged in sharpening tools, fixing sawblades 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) (vi) 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.

(2) As 'n werknemer sy diens verlaat sonder om sy werkgever kennis te gee soos voorgeskryf in subklousule (1) van hierdie klousule, kan die werkgever van die loon wat aan so 'n werknemer verskuldig is, 'n bedrag aftrek wat gelyk is aan die loon wat betaalbaar is ingevolge klousule 4 van hierdie Ooreenkoms vir 'n tydperk wat gelyk is aan die kennisgewing.

(3) 'n Werknemer wat as 'n timmerman of skrynwerker in diens is, moet gedurende die tydperk van kennisgewing gemeld in subklousule (1) van hierdie klousule, toegelaat word om sy gereedskap in orde te bring, maar moet nogtans vir enige gedeelte van die tydperk van kennisgewing wat nie vir hierdie doel nodig is nie, voortgaan met die werk waarvoor hy in diens geneem is.

(4) Die bepalings van subklousule (1), (2) en (3) van hierdie klousule is nie van toepassing nie, tensy 'n werknemer minstens drie agtereenvolgende dae vir dieselfde werkgever gewerk het.

(5) Niks in hierdie klousule ontnem 'n werkgever die reg om 'n werknemer weens nat weer of 'n tekort aan materiaal tydelik werkloos te stel nie, maar geen werkgever kan 'n werknemer as 'n tugmaatreël van sy werk skors nie.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgever moet by alle werke geskikte toesluitplekke vir gereedskap verskaf. Hierdie bepaling is nie op klein werksies van toepassing nie. Die werkgever moet alle gereedskap van werknemers in werksinkels en in toesluitplekke wat ingevolge hierdie subklousule verskaf is, teen verlies deur brand verseker; met dien verstande dat hierdie bepalings slegs van toepassing is wanneer die werknemer se naam op die gereedskap aangebring is en sodanige werknemer die werkgevers van 'n lys van sodanige gereedskap voorsien het en die werkgever genoegsame geleentheid gegee het om die lys te kontroleer. Indien daar van hierdie gereedskap nie verseker is nie, is die werkgever nogtans vir sodanige verlies aanspreeklik.

(2) Werkgevers moet slypstene in goeie orde verskaf vir die skerpmaak van gereedskap. Waar daar nie 'n slypsteen by 'n werk verskaf word nie, moet behoorlike tyd en geriewe word die beëindiging van hul diens aan die timmermans en skrynwerkers gegee word om hul gereedskap in orde te bring.

(3) Werkgevers moet die volgende in goeie orde verskaf in die geval van:—

(a) *Timmermans*: Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, bore en boorysters langer as 12 duim, en alle hamers swaarder as 3 lb. en sae vir die saag van asbesplate.

(b) *Klipmesselaars en steenhouders*:—

(i) Kloue en gereedskap vir die bewerking van graniet en ander klip, kunsklip of kunsgraniet;

(ii) 'n geskikte steenhouderskuur, waarvan die dak minstens 10 voet hoog is. Hierdie reël is nie van toepassing op klein werksies op boupersele nie;

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

(c) *Skilders en behangers*: Alle gereedskap, uitgesonderd stopverfmesse, stoffers en plakkerskwaste en -skêre.

Hierdie bepaling is van toepassing gedurende die eerste ses maande na die datum waarop hierdie Ooreenkoms in werking tree. Daarna moet skilders en behangers almal hul eie gereedskap verskaf.

(d) *Pleistersaars*: Daghaborde en steiers van geskikte hoogte, rollers, reilhoute en spesiale gereedskap vir granolietwerk.

(e) *Loodgieters en gasaanlêers*:—

(i) Masjiene wat in die werksinkels of by die werk gebruik word;

(ii) bankaambeelde en klinkstawe en bore van alle groottes;

(iii) draadsnygereedskap soos stokke, snymoere, snytappe en palratte;

(iv) pypsnijgereedskap en skroewe;

(v) spesiale en swaar kalfaatysters en vuurpotte;

(vi) smeltpotte en groot gietlepele;

(vii) soldeerboute en groot blaaslampe;

(viii) beitels, ponne en muurpenne langer as 9 duim;

(ix) vyle en metaalsaagblaie;

(x) draaibankspille met deursnee van meer as 2 duim;

(xi) klinknaelstelle van No. 12 en hoër en groefsnijgereedskap;

(xii) plaatmetaalwerkers se plethamer en swaar klophamers;

(xiii) ponne van meer as $\frac{1}{4}$ ('n kwart)-duim in deursnee;

(xiv) moersleutels en tange langer as 12 duim.

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

(1) *Betonwerk*.—Alle betonwerk moet verrig word onder die behoorlike en voortdurende toesig van 'n geskoolde werknemer aan wie die lone betaal moet word wat voorgeskryf is in subklousule (1) (a) (vi) van klousule 4 van hierdie Ooreenkoms.

(2) *Klipwerk*.—(a) Aan bedieners van klipdraaimasjiene en skaafmasjiene, asook diamant- en karborundumsaagmasjiene, moet minstens die loon voorgeskryf in subklousule (1) (a) (vi) van klousule 4 van hierdie Ooreenkoms, betaal word.

(b) Werknemers wat gereedskap skerp maak, saagblaie vassit en klippe regstel om gesaag te word en alle klippe vassit en gelykstel vir die poleermasjiene, moet minstens die loon betaal word wat voorgeskryf word in subklousule (1) (a) (vi) van klousule 4 van hierdie Ooreenkoms.

(c) Klipwerkbanke moet minstens 6 voet van mekaar staan en gedurende werkure mag geen stof met suiers of op 'n ander manier afgeblaas word nie.

(d) 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) (vi) of this Agreement are paid shall be utilised in the Building Industry in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West.

(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) (vi) of clause 4 of this Agreement.

(4) *Joinery*.—No 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) (vi) of this Agreement, shall be utilised in the Building Industry in the Magisterial Districts of Paarl, Wellington, Stellenbosch and Somerset West.

13. WET WEATHER SHELTER.

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

14. LATRINES.

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

15. REFRESHMENTS.

Every employer shall provide a time not exceeding ten minutes in the morning and ten minutes in the afternoon for taking refreshments, such time to be agreed upon in consultation between the employer and employees on each job.

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 measuring not less than 3 feet by 2 feet showing the full name and business address of such employer or partnership.

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 conditions 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; provided that such licence shall not be valid in any area other than the area or areas for which it is granted.

(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. 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, any payments for overtime, also time worked for the purpose of ascertaining whether the terms of the Agreement are being observed.

19. EXPENSES OF THE 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) (i) 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.

(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.

20. HOLIDAY PERIOD.

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

commencing at 5.30 p.m. on the 21st December, 1955, and ending at 7.30 a.m. on the 9th January, 1956;
commencing at 5.30 p.m. on the 20th December, 1956, and ending at 7.30 a.m. on the 7th January, 1957;
commencing at 5.30 p.m. on the 19th December, 1957, and ending at 7.30 a.m. on the 6th January, 1958;
commencing at 5.30 p.m. on the 18th December, 1958, and ending at 7.30 a.m. on the 5th January, 1959;
commencing at 5.30 p.m. on the 17th December, 1959, and ending at 7.30 a.m. on the 4th January, 1960.

(d) Geen klip wat in 'n distrik in die Unie van Suid-Afrika bewerk is waar laer lone betaal word as dié wat vir sulke werk in klousule 4 (1) (a) (vi) van hierdie Ooreenkoms voorgeskryf word, mag in die boubedryf in die magistraatsdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes gebruik word nie.

(e) Alle vierkantklip moet in die werkgewer se werkplaas of by die werk gewerk word, maar kan slegs met 'n slinterhamer in die steengroef kleiner gemaak word. As die werkgewer se werkplaas by die steengroef geleë is, moet dit op 'n redelike afstand van die steengroef se werkvlak wees.

(3) *Steiers*.—Alle steiers moet behoorlik van goeie materiaal opgerig word en moet opgerig word onder toesig van 'n touwerker of ander werknemer aan wie minstens die loon voorgeskryf in subklousule (1) (a) (vi) van klousule 4 van hierdie Ooreenkoms betaal moet word.

(4) *Skrynwerk*.—Geen skrynwerk wat vervaardig is in 'n distrik in die Unie van Suid-Afrika waar die loon wat aan 'n ambags-gesel wat sulke werk vervaardig, betaal word, laer is as dié voorgeskryf in klousule 4 (1) (a) (vi) van hierdie Ooreenkoms, mag in die boubedryf in die magistraatsdistrikte Paarl, Wellington, Stellenbosch en Somerset-Wes gebruik word nie.

13. SKUILPLEK TEEN NAT WEER.

Werkgewers moet te alle tye waar bouwerk verrig word, voorsiening maak vir behoorlike skuilplek waaronder werknemers gedurende nat weer kan skuil.

14. LATRINES.

Behoorlike sanitêre geriewe moet by alle werke afsonderlik aan blankes en nie-blankes verskaf word.

15. VERVERSINGS.

Elke werkgewer moet hoogstens tien minute in die voormiddag en tien minute in die namiddag vir die nuttigting van verversings toestaan; hierdie tyd word bepaal by onderlinge ooreenkoms tussen die werkgewer en werknemers by elke werk.

16. KENNISGEWINGBORDE.

Elke werkgewer en alle werkgewers in vennootskap moet oral waar bouwerk verrig word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord van minstens 3 voet by 2 voet oprig waarop die naam voluit en besigheidsadres van sodanige werkgewer of vennootskap gemeld word.

17. VRYSTELLINGS.

(1) Die Raad kan, as daar gegronde en voldoende rede daarvoor bestaan, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad is bevoeg om die voorwaardes waarop en die tyd waarvoor vrystelling verleen word, vas te stel.

(3) Aan elke persoon aan wie vrystelling verleen is, moet 'n vrystellingsertifikaat, wat deur die Voorsitter van die Raad onderteken is, uitgereik word; met dien verstande dat so 'n sertifikaat slegs in die gebied of gebiede waarvoor dit uitgereik is, geldig sal wees.

(4) Die Raad kan te eniger tyd 'n vrystellingsertifikaat gedurende die tydperk waarvoor dit uitgereik is, wysig of intrek.

18. AGENTE.

Die Raad moet persone as agente aanstel om te help met die toepassing van die bepalings van hierdie Ooreenkoms. 'n Agent kan enige inrigting binnegaan en enige werkgewer of werknemer ondervra en die register van lone en toelaes wat betaal is en die betaling vir oortyd, asook die tyd wat daar gewerk is, nagaan ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

19. UITGAWES VAN DIE RAAD.

(1) Ten einde die Raad se uitgawes te besty, moet elke werkgewer 1d. per week aftrek van die loon van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (i) 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 nie van toepassing is op 'n werknemer wat minder as drie dae in één week by dieselfde werkgewer gewerk het nie.

(2) Alle bedrae wat ingevorder word ooreenkomstig die bepalings van subklousule (1) van hierdie klousule, moet saam met 'n staat waarop die getal werknemers in diens en hul ambagte gemeld word, voor of op die sewende dag van elke maand aan die agent van die Raad, Posbus 2212, Kaapstad, gestuur word.

20. VAKANSIETYDPERKE.

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

wat om 5.30 nm. op 21 Desember 1955 begin en om 7.30 vm. op 9 Januarie 1956 eindig;
wat om 5.30 nm. op 20 Desember 1956 begin en om 7.30 vm. op 7 Januarie 1957 eindig;
wat om 5.30 nm. op 19 Desember 1957 begin en om 7.30 vm. op 6 Januarie 1958 eindig;
wat om 5.30 nm. op 18 Desember 1958 begin en om 7.30 vm. op 5 Januarie 1959 eindig;
wat om 5.30 nm. op 17 Desember 1959 begin en om 7.30 vm. op 4 Januarie 1960 eindig.

(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 (i) of paragraph (a) of clause 4 (1) and who have been employed in the Building Industry for less than twelve months, ½d. 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 (i) of paragraph (a) of clause 4 (1) and who have been employed in the Building Industry for a period of at least twelve months: 3d. per hour.
- (c) In respect of employees for whom wages are prescribed in sub-paragraphs (ii), (iii) and (iv) of paragraph (a) of clause 4 (1): 3d. per hour.
- (d) In respect of employees for whom wages are prescribed in sub-paragraphs (v) and (vi) of paragraph (a) of clause 4 (1): 4d. per hour.

Provided that the said contribution 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 19 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:—

10s. in respect of the amounts contributed in terms of paragraphs (b) and (c) of sub-clause (2);

13s. 4d. in respect of the amounts contributed in terms of paragraph (d) of sub-clause (2);

provided that where an employee has worked more than 19 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-paragraphs multiplied by the difference between 40 and the number of hours actually worked.

(4) The provisions of sub-clause (3) of this clause shall not apply unless the employee has worked for at least 19 hours in any week for the same employer. In the event of any such employee working less than 19 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.

(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 issue 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 in 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.

(2) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer ten opsigte van elke uur wat elkeen van sy werknemers gewerk het en op die manier wat in hierdie klousule voorgeskryf word, 'n bedrag as volg tot 'n vakansiefonds bydra:—

- (a) Ten opsigte van werknemers vir wie lone in subparagraaf (i) van paragraaf (a) van klousule 4 (1) voorgeskryf word en wat minder as twaalf maande in die boubedryf werksaam was, ½d. per uur wat weekliks saam met sy gewone besoldiging in kontant aan die werknemer betaal moet word in plaas van aan die vakansiefonds;
- (b) ten opsigte van werknemers vir wie lone in subparagraaf (i) van paragraaf (a) van klousule 4 (1) voorgeskryf word, en wat minstens 12 maande in die boubedryf werksaam was: 3d. per uur;
- (c) ten opsigte van werknemers vir wie lone in subparagrafe (ii), (iii) en (iv) van paragraaf (a) van klousule 4 (1) voorgeskryf word: 3d. per uur;
- (d) ten opsigte van werknemers vir wie lone in subparagrafe (v) en (vi) van paragraaf (a) van klousule 4 (1) voorgeskryf word: 4d. per uur;

met dien verstande dat genoemde bydrae tot die vakansiefonds op hoogstens 40 uur in enige week betaalbaar is, ongeag of sodanige tyd teen gewone of oortydione gewerk is.

(3) Ten opsigte van die bedrae wat kragtens paragrafe (b), (c) en (d) van subklousule (2) bygedra is, moet die werkgewer op elke betaaldag aan elkeen van sy werknemers wat minstens 19 uur in enige week vir hom gewerk het, een seël uitreik wat leesbaar deur hom met sy naam en die datum van uitreiking gerojear is, en die waarde van hierdie seël moet soos volg wees:—

10s. ten opsigte van die bedrae kragtens paragrafe (b) en (c) van subklousule (2);

13s. 4d. ten opsigte van die bedrae bygedra kragtens paragraaf (d) van subklousule (2);

met dien verstande dat as 'n werknemer langer as 19 uur, maar minder as 40 uur in enige week vir dieselfde werkgewer gewerk het, sodanige werkgewer van die loon aan sodanige werknemer verskuldig, 'n bedrag kan aftrek wat gelyk is aan die betrokke skaal voorgeskryf in die genoemde subparagrafe, vermenigvuldig met die verskil tussen 40 en die getal ure wat werklik gewerk is.

(4) Die bepalings van subklousule (3) van hierdie klousule is nie van toepassing nie tensy die werknemer minstens 19 uur in enige week vir dieselfde werkgewer gewerk het. Ingeval enige sodanige werknemer minder as 19 uur in enige week by dieselfde werkgewer werk, moet sodanige werkgewer in plaas van tot daardie fonds by te dra, sodanige werknemer in kontant betaal teen die betrokke skaal wat in subklousule (2) van hierdie klousule voorgeskryf is.

(5) Die seëls wat kragtens subklousule (3) van hierdie klousule aan elke werknemer uitgereik is, moet deur sodanige werknemer geplaak word in 'n bydraeboekie wat sonder versuim van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

Aansoek om 'n bydraeboekie moet deur die werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is; die werknemer moet hierdie vorm invul en sy naam voluit, adres en beroep vermeld, asook sy gewone handtekening daarop skryf.

(6) Die werkgewer moet die seëls genoem in subartikel (3), by die Raad koop en moet te alle tye 'n voldoende voorraad daarvan hou; met dien verstande dat die Raad die werkgewer kan vergoed vir seëls wat nie gebruik is nie.

(7) Werknemers moet hul bydraeboekies onmiddellik na die eerste betaaldag in November by die kantoor van die Raad inlewer en 'n ontvangsbewys moet daarvoor uitgereik word en as hulle genoemde ontvangsbewys onderskeidelik op of na 15 Desember 1955, 14 Desember 1956, 13 Desember 1957, 12 Desember 1958 of 11 Desember 1959 toon, word die bedrae aan hulle uitbetaal wat hulle in dié fonds in hul krediet het.

(8) Die Raad is nie aanspreeklik vir betaling ten opsigte van seëls wat ingevolge subklousule (3) van hierdie klousule aan werknemers uitgereik is nie, tensy sodanige seëls in 'n bydraeboekie geplaak is wat die van Raad verkry is en sodanige bydraeboekie voor die verstryking van ses kalendermaande van die datum van die aanvang van die vakansietydperk by die Raad ingedien is. Alle geld uit die verkoop van seëls aldus uitgereik wat nie by die verstryking van genoemde tydperk van ses kalendermaande opgeëis word nie, word in die algemene fonds van die Raad gestort. Die Raad moet alle eise wat ingedien word na die verstryking van genoemde tydperk van ses maande op hul meriete behandel en kan (sonder regs aanspreeklikheid) te eniger tyd die betaling van eise magtig uit geld wat ingevolge hierdie subklousule aan die Raad toegeval het.

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

(10) Alle bedrae wat die Raad in die krediet van die fonds hou, kan van tyd tot tyd op vaste deposito of lopende rekening belê word by 'n bank, bougenootskap, versekeringsmaatskappy of ander geregistreerde deposito-nemende inrigting wat deur die Raad goedgekeur is. Geen werknemer het reg op rente wat die Fonds toegeval het nie; ook is hy nie aanspreeklik vir bydraes tot die administrasiekoste van die Fonds nie.

(11) Die bedrae wat elke werknemer in sy krediet in die fonds het, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie.

21. PENSION OR LIKE FUND.

(1) In addition to other remuneration payable to employees for whom wages are prescribed in sub-paragraphs (v) and (vi) 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 2½d. 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, and each such employee shall contribute 1d. per hour worked which his employer shall deduct from his wages; 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) of this clause issue on each pay day to each of such employees who has worked for him for at least 19 hours in any week, one stamp to the value of eleven shillings and eightpence which stamp shall be legibly cancelled with his name and the date of issue; provided that where an employee has worked more than 19 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. Such deduction shall be in addition to the contribution to be made by the employee as prescribed in sub-clause (1) of this clause.

(3) The provisions of sub-clauses (1) and (2) of this clause shall not apply unless the employee has worked for at least 19 hours in any week for the same employer. In the event of any such employee working less than 19 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 2½d. 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 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.

22. SICK BENEFIT DEDUCTION.

(1) Every employer shall deduct an amount of six shillings and eightpence 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 (v) and (vi) of 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 19 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.

21. PENSIOEN- OF DERGELIKE FONDS.

(1) Benewens ander besoldiging wat betaalbaar is aan werknemers vir wie lone in subparagrafe (v) en (vi) van paragraaf (a) van klousule 4 (1) voorgeskryf word, moet elke werkgever ten opsigte van elke sodanige werknemer in sy diens 'n bedrag van 2½d. per uur gewerk, bydra tot 'n pensioen- of dergelike fonds op die wyse hieronder in hierdie klousule voorgeskryf; afskrifte van die stukke wat hierop betrekking het, is by die Sekretaris van Arbeid in bewaring gegee en alle afskrifte van alle veranderinge, byvoegings of wysigings van sodanige stukke moet ook van tyd tot tyd by hom ingedien word, en elke sodanige werknemer moet 'n bydrae maak van 1d. per uur gewerk, 'n bydrae wat die werkgever van sy loon moet aftrek; met dien verstande dat genoemde bydraes slegs betaalbaar is ten opsigte van hoogstens 40 uur in een week, ongeag of sodanige tyd teen gewone of oortydskale gewerk is.

(2) Ten opsigte van die bydraes ingevolge subklousule (1) van hierdie klousule moet die werkgever op elke betaaldag aan elke werknemer wat minstens 19 uur in één week vir hom gewerk het, een seël uitreik ter waarde van elf sjelings en agt pennies en dié seël moet hy leesbaar met sy naam en die datum roeier; met dien verstande dat waar 'n werknemer meer as 19 uur maar minder as 40 uur in een week vir dieselfde werkgever gewerk het, so 'n werkgever 'n bedrag van die loon van so 'n werknemer mag aftrek wat gelyk is aan 3½d. vermenigvuldig met die verskil tussen 40 en die getal ure wat werklik gewerk is. So 'n aftrekking is bo en behalwe die bydrae wat die werknemer ingevolge subklousule (1) van hierdie klousule moet maak.

(3) Die bepalinge van subklousules (1) en (2) van hierdie klousule is nie van toepassing nie tensy die werknemer minstens 19 uur lank in enige week vir dieselfde werkgever gewerk het. Ingeval enige sodanige werknemer minder as 19 uur in enige week by dieselfde werkgever gewerk, moet dié werkgever in plaas van tot die fonds by te dra, die werknemer in kontant teen 'n loon van 2½d. per uur betaal ten opsigte van elke uur wat hy in daardie week gewerk het.

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

Die werknemer moet om 'n bydraeboekie aansoek doen om 'n vorm wat by die Raad verkry moet word en die werknemer moet die vorm invul met vermelding van sy volle naam en adres, beroep, naam van vakvereniging waarvan hy lid is en met sy gewone handtekening daarop.

(5) Die werkgever moet die seëls, genoem in subartikel (2), by die Raad koop en hy moet te alle tye 'n voldoende voorraad daarvan hou; met dien verstande dat die Raad hom moet uitbetaal vir die waarde van die seëls wat nie gebruik is nie.

(6) Voordele wat ontstaan uit die pensioen- of dergelike fonds, genoem in hierdie klousule, is nie oordraagbaar en kan nie gesedeer of verpand word nie; met dien verstande dat 'n werknemer nogtans 'n begunstigde mag benoem om die opbrengs van sy polis te ontvang ingeval hy voor sy aftrede te sterwe kom.

(7) Ingeval die Raad ophou om te funksioneer of gederegistreer word en hierdie Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet nog van krag bly, kan die Minister 'n komitee bestaande uit 'n gelyke getal verteenwoordigers van die werkgevers en werknemers en plaasvervangers aanstel, of die Minister kan 'n kurator of kurators aanstel om die pligte van die Raad in verband met 'n pensioen- of dergelike fonds wat ingevolge hierdie Ooreenkoms gestig is, na te kom, en vir dié doel besit sodanige komitee van kurators al die bevoegdhede van die Raad.

22. AFTREKKINGS VIR SIEKTEBYSTAND.

(1) Vir die doel van 'n siektebystandfonds moet elke werkgever 'n bedrag van ses sjelings en agt pennies aftrek van die besoldiging elke week verskuldig aan elkeen van sy werknemers wat lid van enigeen van die vakverenigings is wat partye by hierdie Ooreenkoms is en vir wie lone in subparagrafe (v) en (vi) van paragraaf (a) van klousule 4 (1) voorgeskryf word; met dien verstande dat die bepalinge van hierdie subklousule nie van toepassing is ten opsigte van enige sodanige werknemer wat minder as 19 uur in enige bepaalde week vir dieselfde werkgever gewerk het nie.

(2) Die werkgever moet ten opsigte van bedrae wat deur hom kragtens subklousule (1) van hierdie klousule afgetrek is, op elke betaaldag aan elkeen van die betrokke werknemers een seël uitreik ter waarde van ses sjelings en agt pennies, en hierdie seël moet deur hom leesbaar met sy naam en die datum van uitreiking geroeier word.

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

(4) Die Raad moet aan die Western Province Building and Allied Trades' Sick Fund alle gelde betaal ten opsigte van seëls wat deur werkgevers kragtens subklousule (3) van hierdie klousule aangekoop is; met dien verstande dat enige terugbetalings wat ten opsigte van die waarde van enige ongebruikte seëls aan werknemers gedoen is, van sodanige betalings afgetrek moet word.

(5) 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 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.

23. 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.

24. 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.

25. 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.
J. F. KRUGER,
Member of the Council.
W. O. PRIME,
Member of the Council.

21st March, 1955.

* No. 1323.] [24 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. 1322 of 24th 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.

(5) Ingeval die Raad ophou om te bestaan of gederegistreer word, en indien hierdie Ooreenkoms kragtens artikel *vier-entertig* (2) van die Wet bindend bly, kan die Minister 'n komitee uit die werkgewers en werknemers op die grondslag van gelykheid van werkgewer- en werknemerverteenwoordigers en plaasvervangers aanstel; of die Minister kan 'n kurator of kurators aanstel om die pligte van die Raad na te kom, soos vasgestel in subklousules (3) en (4) van hierdie klousule. Sodanige komitee of kuratore het vir dié doel die volle gesag van die Raad.

23. TOEPASSING VAN OOREENKOMS.

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms en kan, ter voorligting van werkgewers en werknemers, menings uitreik wat nie strydig met die bepalings daarvan is nie.

24. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n afskrif van hierdie Ooreenkoms in albei amptelike tale in elke werkwinkel of -plaas waar hy besigheid dryf, op 'n opvallende plek, wat vir alle werknemers toeganklik is, vertoon.

25. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder die ouderdom van 15 jaar mag in die Bounywerheid in diens geneem word nie.

Namens die Raad onderteken.

J. M. HARPER,
Voorsitter van die Raad.
J. F. KRUGER,
Lid van die Raad.
W. O. PRIME,
Lid van die Raad.

21 Maart 1955.

* No. 1323.] [24 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 Boubedryf, Westelike Provinsie, gepubliseer by Goewermenskennisgewing No. 1322 van 24 Junie 1955, vir die persone wie se werke daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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