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UNION OF SOUTH AFRICA

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1984.] [30 September 1955.
NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID, QUEENSTOWN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby:—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Bounywerheid, Queenstown, betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, bindend is vir die werkersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1 (ii), 3 tot en met 25 en 27 van die genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik Queenstown; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1 (ii), 3 tot en met 14, 17 tot en met 25 en 27 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat drie jaar van genoemde tweede Maandag af eindig, in die magistraatsdistrik Queenstown *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid 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.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1984.] [30 September 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY, QUEENSTOWN.

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, Queenstown, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and the employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (ii), 3 to 25 (inclusive) and 27 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the Magisterial District of Queenstown; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Queenstown and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 1 (ii), 3 to 14 (inclusive), 17 to 25 (inclusive) and 27 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.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, QUEENSTOWN.

OOREENKOMS

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

National Federation of Building Trade Employers in South Africa (hieronder die „werkgewers” of „werkgewersorganisasie” genoem), aan die een kant, en die Amalgamated Union of Building Trade Workers of South Africa (hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Queenstown.

BYLAE.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(i) Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrik Queenstown nagekom word deur alle werkgewers in die Bounywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers in die Bounywerheid wat lede van die vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(ii) Ondanks die bepalings van subklousule (i) is—

(a) die bepalings van hierdie Ooreenkoms slegs op vakleerlinge van toepassing vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, of met 'n kontrak of voorwaardes wat daarkragtens gesluit of vasgestel is, strydig is nie;

(b) die bepalings van die Ooreenkoms slegs op kwekelinge kragtens die Wet op Opleiding van Ambagsmanne, 1951 (Wet No. 38 van 1951), van toepassing vir sover dit nie met die bepalings van daardie Wet of enige voorwaardes wat daarkragtens vasgestel is, strydig is nie;

(c) die bepalings van die Ooreenkoms nie van toepassing op persone wat werksaam is in verband met die oprigting, onderhoud, herstel of verandering op plase van—

- (1) woonhuise teen 'n koste van minder as £1.000;
- (2) alle ander geboue, ongeag die koste, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word nie;

(d) klousules 4 (3), 8 en 9 (3) is nie van toepassing op werknemers vir wie lone in klousule 4 (1) (a) (i), (ii), (iii), (iv) en (vii) voorgeskryf word nie.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid kragtens artikel 48 van die Wet vasgestel word en bly drie jaar lank van krag of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Nywerheid-versoeningswet, 1937, omskryf word, het dieselfde betekenis as in daardie Wet, en enige verwysing na 'n wet omvat alle wysigings van sodanige wet, en tensy dit strydig met die samehang is, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig; „vakleerling”, 'n werknemer in diens kragtens 'n skriftelike vakleerlingkontrak wat ingevoelge die Wet op Vakleerlinge, 1944, geregistreer is;

„Bounywerheid” of „Nywerheid”, sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir die oprigting, voltooiing, hernuwing, herstel, onderhoud of verbouing van geboue en bouwerke en/of die vervaardiging van artikels wat gebruik word in die oprigting, voltooiing of verbouing van geboue en bouwerke, ongeag of die verrigting van die werk, die bereiding van die materiaal of die maak van die nodige artikels op die terrein van die geboue of bouwerke of elders geskied, en dit omvat alle werk wat uitgevoer of verrig word deur persone daarin wat in die volgende bedrywe of onderafdelings daarvan werksaam is:—

metselwerk, met inbegrip van betonwerk en die vas-sit van betonblokke, plakke of plate, die beteëling van mure en vloere, uitvoeging van baksteenwerk, voegwerk, plaveiwerk, mosaïekwerk, voorwerk met leiklip, marmer en komposisie, rioolaaaleg, leidekwerk, dakpanwerk en sementkalfaatbewerking van erdpyppriole;

elektriese installasiewerk, met inbegrip van die installering van elektriese toebehore en bedrading en bykomende werksaamhede;

lakverniswerk, met inbegrip van polering met 'n kwas of kussinkie en bespuiting met enige komposisiestof;

skrynerwerk, met inbegrip van die insit van alle hout-toebehore en die vervaardiging van alle skrynerwerkartikels wat by sodanige insit behoort, ongeag of die insit in die gebou of bouwerk gedoen word deur die persoon wat die gebruikte artikel vervaardig of berei of nie, en dit omvat rakkaste, kombuis-kaste en ander vaste kombuis-toebehore wat by die gebou as 'n permanente deel daarvan bykom;

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, QUEENSTOWN.

AGREEMENT

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

The National Federation of Building Trade Employers in South Africa

(hereinafter referred to as the “employers” or “employers’ organisation”), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa

(hereinafter called the “employees” or “the trade union”), of the other part,

being parties to the Industrial Council for the Building Industry, Queenstown.

SCHEDULE.

1. SCOPE OF APPLICATION OF AGREEMENT.

(i) The terms of this Agreement shall be observed in the Magisterial District of Queenstown by all employers in the Building Industry, who are members of the employers’ organisation and by all employees in the Building Industry who are members of the trade union and for whom wages are prescribed in this Agreement.

(ii) Notwithstanding the provisions of sub-clause (i)—

(a) the terms of this Agreement shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;

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

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

- (1) dwelling-houses at a cost of less than £1.000;
- (2) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes;

(d) clauses 4 (3), 8 and 9 (3) shall not apply to employees for whom wages are prescribed in clause 4 (1) (a) (i), (ii), (iii), (iv) and (vii).

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1937, as amended;

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

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

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

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

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

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

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

metaalwerk, met inbegrip van die aanbring van staal-plafonne, metaalvensters, metaaldeure, bouersmidswerk, 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 berei, dit in die gebou of bouwerk insit of nie;

klipmesselwerk, met inbegrip van klipbeitelwerk en -bouwerk (met inbegrip van die kap van en bou met sierklip- en monumentklipwerk), betonwerk en die vassit van of bouwerk met voorafgevormde of kunsklip van marmar, plaveiwerk, mosaiekwerk, voegwerk, muur- en vloerbeteëling, bediening van 'n Mall- en Biax- of soortgelyke tipe draagbare spinmasjien, buigbare saag-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipwerkgereedskap, ongeag of die insit in die gebou of bouwerk verrig word deur die persoon wat die gebruikte artikel vervaardig of berei het of nie;

skilderwerk, met inbegrip van versierwerk, muur-behangwerk, die insit van ruite, distemperwerk, wit- en kleurkalkwerk, beitswerk, verniswerk, vlamskildering, marmering en verspuitwerk, letterskilderwerk en muur-versiering, die gebruik van teer en sy produkte, en dit omvat skuurwerk en alle werk wat voornoemde werksaamhede voorafgaan, skuurpapierbewerking van mure en houtwerk, opvulling van barste in mure en stopverfwerk aan houtwerk;

pleisterwerk, met inbegrip van modelleerwerk, modelle maak, vorms maak, afwerk van gietvorms, maak en aanbring van pleisterbordplafonne en vespleistering of ander komposisies, granolitiese terrasso- en komposisiebevloering; komposisiesmuurbekleding en poleerwerk, bediening van 'n Mall- of Biax- of soortgelyke tipe draagbare spinmasjien, buigbare saag- en afwerkmasjien, voorafgevormde of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaiekwerk, metaallatwerk, akoestiekspuitwerk, en alle prosesse wat by die voltooiing van plafonne en mure hoort, ongeag of die persoon wat die gebruikte artikel vervaardig of berei, dit in die gebou of bouwerk insit of nie;

loodgieterswerk, met inbegrip van hardsoldeerwerk en sweiswerk, loodlaswerk, gasaanleg, sanitêre en huishoudelike ingenieurwerk, rioolaanleg, kalfaatwerk, ventilering, verwarming, warm- en kouwateraanleg, die aanbring van brandblusinstallasie 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 insit of nie;

winkel-, kantoer- en bankuitrusting, met inbegrip van die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstalkaste, toonbanke, skermes en binneuitrusting en toebehoere;

staalversterking:

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

houtwerk, met inbegrip van timmerwerk, fineerpaneel- en poleerwerk en skuurpapierbewerking daarvan, houtwerk, masjienwerk, draaiwerk, houtsnijwerk, aansit van dakyster, klank- en akoestiekmetaal, kurk- en asbesisoleerwerk, houtlatwerk, die aanbring van komposisieplafonne en -muurbekleding, die insit van houtproppe in mure, die bekleding van houtwerk met metaal, die insit van blokkies en ander vloere, met inbegrip van hout, linoleum, rubberkomposisie, vloerbekleding in asfalt gelê, of kurk, met inbegrip van die skuurpapierbewerking daarvan, bediening van 'n Mall- en Biax- of soortgelyke tipe draagbare spinmasjien, buigbare saag-, afwerk- en poleermasjien, bekisting en/of bereiding van vorms of gietvorms vir beton; ongeag of die persoon wat die gebruikte artikel vervaardig of berei, dit in die gebou of bouwerk insit of nie; met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se vernaamste besigheid in die kommersiële distribusiebedryf is, uitgesluit is van die woordskrywing wanneer sodanige lêwerk behoort by die verkoop van sodanige linoleum en geen deel van die regstreekse koste aan die klant vorm nie;

„los arbeider”, 'n arbeider wat hoogstens drie dae in enige week by dieselfde werkgewer in diens is;

„Raad”, die Nywerheidsraad vir die Bounywerheid, Queenstown, geregistreer kragtens artikel *negentien* van die Nywerheids-versoeningwet, 1937, soos gewys;

„plattelandse werk”, alle werk binne die magistraatsdistrik Queenstown, maar buite 'n omtrek van agt myl van die Hoofposkantoor af;

„noodsaaklike dienste”, enige werk wat noodsaaklikerwys verrig moet word vir die versekering van die gesondheid en veiligheid van die publiek of vir die voortsetting van enige ander nywerheid, besigheid of onderneming;

„noodwerk”, sodanige werk as wat nie redelikerwys gedurende die ure voorgeskryf in klousule 9 (1) en (2) van hierdie Ooreenkoms, verrig kan word nie;

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

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

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stonework), concreting and the fixing or building of pre-cast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a Mall and Biax or similar type of portable spinner, flexible, cutting, finishing and other stone working machinery, other than stone polishing machinery and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper-hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying, sign-writing and wall decoration; the use of tar and its products, and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling in cracks in walls, puttying of woodwork;

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

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

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

steel reinforcing:

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

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

“casual labourer” means a labourer who is employed by the same employer on not more than three days in any week;

“Council” means the Industrial Council for the Building Industry, Queenstown, registered in terms of section *nineteen* of the Industrial Conciliation Act, 1937, as amended;

“country jobs” means all jobs within the Magisterial District of Queenstown, but outside a radius of eight miles from the General Post Office;

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

“emergency work” means such work as cannot reasonably be performed during the hours prescribed in clause 9 (1) and (2) of this Agreement;

„halfgeskoolde werknemer”, ’n werknemer wat almal of enige van die onderstaande klasse werk verrig, nl.—

toesig slegs oor arbeiders hou, metaalvensters monteer, houtvensterrame vastik, betonmengers of dagha- of ander soortgelyke masjiene bedien, vloerskuurmasjiene bedien, rioolpype kalfater, klippoleermasjiene, uitgesonderd ’n Mall- en Biax- en soortgelyke tipe draagbare spinmasjiene, buigbare saag- en afwerkmasjiene bedien en wat bowendien die werk van ’n arbeider kan verrig;

„geskikte slaapplek”, ’n waterdichte skuiling wat veilig gesluit kan word en ’n houtvloer en die nodige was- en gemakgeriewe het;

„bouwerk”, ook mure, grensmure, steunmure en monumente, uitgesonderd grafstene en begraafplaasmonumente;

„arbeider”, ’n werknemer wat enigeen of almal van die volgende verrig:—

- (i) klippe of grond uitgraaf en uithaal vir fondamente, sloe, riole en kanale;
- (ii) uitgegraafde klippe of grond verwyder;
- (iii) materiaal voer aan of verwyder uit dagha- of betonmengmasjiene, en dagha of beton met die hand of met skopgrawe meng;
- (iv) goedere laai of aflaai;
- (v) dagha, stene, klippe, beton of ander materiaal dra;
- (vi) gebruikte stene skoonmaak;
- (vii) geboue en latrines wat deur Naturelle gebruik word, afwit en teer of dergelyke produkte daaraan smeer en aan ru-houtwerk soos dwarsbalke en onderaan vloere; met dien verstande egter dat die afwit van geboue of latrines gedurende die oprigting daarvan of binne 60 dae na voltooiing van enige gebou van hierdie woordomekrywing uitgesluit word;
- (viii) staalversterkingsmateriaal bind of met draad vasmaak, of sodanige materiaal onder toesig sny, buig en innekaarsit, oprig en vassit;
- (ix) steiers onder toesig van ’n bevoegde persoon oprig;
- (x) beton onder toesig gelykmaak;
- (xi) skroefdraad aan pype onder toesig van ’n vakman sny;
- (xii) vakmanne, waar dit nodig is, help, maar nie geskoolde werk verrig nie;

„werkende werkgewer of vennoot”, enige werkgewer of enige vennoot in ’n vennootskap wat werk in die bounywerheid verrig, wat self soortgelyke werk verrig as dié wat deur enigeen van sy werknemers uitgevoer word.

4. LONE.

(1) (a) Geen laer lone as die volgende, gelees met die orige bepalinge van hierdie klousule, mag deur ’n werkgewer betaal en deur ’n werknemer aangeneem word nie:—

	Per uur.
	s. d.
(i) Arbeider	0 7½
(ii) Halfgeskoolde werknemer	1 6½
(iii) Motorvoertuigdrywer	1 9½
(iv) Bediener van hystoestel	1 9½
(v) Werknemers in die skilderbedryf	3 0
(vi) Werknemers in ander bedrywe	3 4
(vii) Los arbeider	0 8½

(b) *Differensiële lone.*—’n Werknemer wat op een dag twee of meer soorte werk verrig waarvoor verskillende lone betaalbaar is, moet vir alle ure wat hy op sodanige dag werk, besoldig word teen die hoogste loon wat ingevolge paragraaf (a) van hierdie subklousule betaalbaar is.

(2) *Besoldiging vir werk op sekere dae.*—Dubbel die loon wat in hierdie klousule voorgeskryf word, moet deur ’n werkgewer betaal word vir alle tyd wat op Sondae, Goede Vrydag, Meidag, Gelofte-dag, Kersdag en Nuwejaarsdag verrig word en dit moet beskou word dat hierdie dae duur tot die gewone begintyd op die dae wat daarop volg.

(3) Benewens die loon voorgeskryf in subklousule (1), moet ’n werkgewer aan sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van ’n uur waarin sodanige werknemer gevaarlike werk verrig.

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

- (a) as gevaarlik geklassifiseer is in enige statutêre, provinsiale of munisipale wet of regulasie met betrekking tot die Bounywerheid en in werking is in enige dorp of plek waarin of waarby sodanige werk verrig word;
- (b) verrig word aan die buitekant van ’n gebou, uitgesonderd tydens die oprigting van ’n nuwe gebou, op of van ’n hangsteier, hangstoel of ’n dak of skuifloer op ’n hoogte van meer as 30 voet van die grond af in verband met die opknapping, verandering of herstel van sodanige gebou of die oprigting van ligte of die ophang van vlaggies;
- (c) verrig word op ’n alleenstaande skoorsteen of staalbundel-skoorsteen op ’n hoogte van meer as 30 voet van die grond af;
- (d) in ou straatriole gedoen word.

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

Supervising solely labourers, assembling metal windows, sprigging of wood-ashes, operating concrete mixers or mortar or other similar machines, operating floor sanding machines, caulking of drainpipes, operating stone polishing machinery other than a Mall and Biax and similar type of portable spinner, flexible cutting and finishing machine and who may in addition perform the work of a labourer;

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

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

„labourer” means an employee engaged on any or all of the following:—

- (i) Digging or taking out stone or soil for foundations, trenches, drains and channels;
- (ii) removing excavated stone and soil;
- (iii) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand or with shovels;
- (iv) loading or unloading materials;
- (v) carrying mortar, brick, stone, concrete or other materials;
- (vi) cleaning used bricks;
- (vii) lime-washing and the use of tar or similar products on buildings and latrines occupied and used by natives, and rough timber such as joists, and underside of floors, provided, however, that lime-washing in connection with building and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;
- (viii) binding or tying with wire steel reinforcing materials and cutting, bending and assembling, erecting, and fixing such materials under supervision;
- (ix) scaffold erecting under supervision of a competent person;
- (x) levelling concrete under supervision;
- (xi) threading of piping under the supervision of an artisan;
- (xii) assisting artisans wherever necessary but not to perform skilled work;

„working employer or partner” means any employer or any partner in a partnership which carries out work in the Building Industry who himself performs work similar to that carried out by any of his employees.

4. WAGES.

(1) (a) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:—

	Per Hour.
	s. d.
(i) Labourer	0 7½
(ii) Semi-skilled employee	1 6½
(iii) Motor vehicle driver	1 9½
(iv) Operator of hoist	1 9½
(v) Employees in the painting trade	3 0
(vi) Employees in other trades	3 4
(vii) Casual labourer	0 8½

(b) *Differential Rates.*—An employee who on any day performs two or more classes of work, for which different wages are payable, shall be paid at the higher wage payable in terms of paragraph (a) of this sub-clause for all the hours worked on such day.

(2) *Payment for Work on Certain Days.*—Double the wages laid down in this clause shall be paid by an employer for all time worked on Sundays, Good Friday, May Day, Day of the Covenant, Christmas Day and New Year’s Day, which days shall be deemed to extend to the usual starting time on the days following on them.

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

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

- (a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;
- (b) performed on the outside of a building, other than in the course of the erection of a new building, on or from a swinging scaffold, boatswain’s chair, or a roof or extension ladder, at a height of more than 30 feet from ground level, in connection with the renovation, alteration or repair of such building or the rection of illuminations or the hanging of bunting;
- (c) performed on an independent chimney or steel stack at a height of more than 30 feet from the ground level;
- (d) performed in old sewers.

5. LEWENSKOSTETOELAE.

(1) Aan werknemers vir wie lone in klousule 4 (1) (a) (v) en (vi) voorgeskryf word, moet, benewens sodanige lone, 'n lewenskostoelae van 2s. per uur vir elke uur gewerk, uitgesonderd oortyd, betaal word; met dien verstande dat die lewenskostoelae wat aldus betaalbaar is, aan jaarlikse aanpassing in ooreenstemming met die volgende formule onderworpe moet wees:—

- By die verstryking van elke agtereenvolgende tydperk van 12 maande, bereken van die datum af waarop hierdie Ooreenkoms in werking tree, moet die Raad die beswaarde gemiddelde kleinhandelsprysindeks vir die 9 vernaamste gebiede van die Unie vir voedsel, brandstof, ligte, huur en diverse vasstel, soos gepubliseer deur die Direkteur van Sensus en Statistiek in sy maandelikse persverklaring wat onmiddellik voor die verstryking van die betrokke tydperk van 12 maande uitgereik is.
- Op die basis van die syfer aldus verkry, moet die voorgeskrewe lewenskostoelae met 1d. (een pennie) per uur verhoog of verminder word vir elke voltooide vier punte waarby sodanige syfer meer of minder as 200 is.
- Elke sodanige aanpassing word van krag van die eerste van die maand af wat onmiddellik op die verstryking van elke tydperk van 12 maande volg, bereken soos in die voorafgaande paragraaf (a) uiteengesit, en bly van krag vir die daaropvolgende 12 maande of, na gelang van die geval, tot die verstryking van die Ooreenkoms.

(2) Ondanks die bepalings van subklousule (1) moet 'n lewenskostoelae teen 'n skaal voorgeskryf by oorlogsmaatreël, aan 'n werknemer betaal word indien die lewenskostoelae betaalbaar kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word, vir sodanige werknemer gunstiger is as dié wat in hierdie Ooreenkoms voorgeskryf word.

(3) Alle ander werknemers moet lewenskostoelae ontvang teen skale voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word.

6. BETALING VAN LONE, OORTYD- EN ANDER BESOLDIGING.

(1) Lone, verdienste vir oortyd en alle ander verskuldigde besoldiging moet weekliks in kontant betaal word gedurende werkure en voor of om 5 nm. op Vrydae, of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer plaasvind.

Betaling kan egter op dae voor Vrydag gedoen word indien die werkgewer en werknemer daartoe ooreenkom. As Vrydag in die Nywerheid 'n openbare vakansiedag is, moet betaling op die voorafgaande Donderdag plaasvind.

(2) Lone, verdienste vir oortyd en enige ander verskuldigde besoldiging moet in verseelde koeferte met die naam van die werknemer, die getal gewone en oortydure gewerk, aftrekkings gemaak, datum van betaling en die ingeslote bedrag daarop, aan werknemers oorhandig word.

(3) Behoudens die bepalings van klousules 20 (1) en (4) en 24 mag geen aftrekkings gedoen word van bedrae wat aan werknemers verskuld is ten opsigte van lone of besoldiging vir oortydwerk nie; met dien verstande dat as 'n werkgewer by enige wet, ordonnansie of hofbevel verplig word om 'n betaling namens 'n werknemer te doen, enige bedrag wat aldus betaal is, afgetrek kan word.

7. STAPTYD EN VERVOER.

(1) As 'n werk meer as drie myl, maar hoogstens agt myl van die Hoofposkantoor, Queenstown, geleë is, moet die werkgewer aan die werknemer wat na daardie werk gestuur word, 'n toelae van 'n kwartier se loon betaal vir elke myl of gedeelte van 'n myl van die afstand bo sodanige drie myl.

(2) Die toelae is slegs vir een rigting daaglik betaalbaar.

(3) Die werkgewer is geregtig om vervoer i.p.v. die bogenoemde te verskaf, of om t.o.v. die genoemde afstand vir vervoer in albei rigtings te betaal.

(4) Enige tyd wat 'n werknemer nodig het om na of van die werk te gaan, omet buite die gewone werkure wees wat in klousule 9 voorgeskryf word.

(5) 'n Werknemer wat op staptyd- of vervoertoelae geregtig is, moet daardie toelae weekliks eis en ontvang.

(6) Vir die toepassing van hierdie klousule beteken „werk”, die werkwinkel of terrein waar die werk verrig word.

8. WERK OP DIE PLATTELAND.

Die volgende vervoertoelae en/of slaapplektoelae moet deur 'n werkgewer betaal word aan 'n werknemer wat deur hom na plattelandse werk gestuur word:—

- As 'n werknemer daaglik huistoe kan gaan en dit ook doen: Daaglik 'n spoorwegkaartjie, tweede klas retoer. Slegs vir tyd wat by die werk gewerk word, word betaal;
- as 'n werknemer nie daaglik huistoe kan gaan nie—
 - Tweedeklas-spoorwegkaartjie of soortgelyke vervoer na en van die werksplek aan die begin en by die einde van die werk; vir tyd wat gedurende gewone werkure gereis word, word slegs betaal teen die uurloon van die betrokke werknemer, soos voorgeskryf in klousule 4;
 - geskikte slaapplek naby die werksplek, of in plaas daarvan 'n toelae van 10s. per dag;

5. COST OF LIVING ALLOWANCE.

(1) Employees for whom wages are prescribed in clause 4 (1) (a) (v) and (vi) shall, in addition to such wages, be paid a cost of living allowance of 2s. per hour for each hour worked, exclusive of overtime, provided that the cost of living allowance so payable shall be subject to annual adjustment in accordance with the following formula:—

- Upon the expiry of each successive period of twelve months, taken as from the date on which this Agreement comes into operation, the Council shall ascertain the weighted average retail price index figure for the nine principal areas of the Union for food, fuel, light, rent and sundries, as published by the Director of Census and Statistics, in the Census Monthly Press Release Statement issued immediately prior to the expiry of the period of twelve months concerned.
- On the basis of the figure so ascertained, the cost of living allowance prescribed shall be increased or decreased respectively by 1d. (one penny) per hour for every complete four points by which such figure is greater or less than 200.
- Each such adjustment shall become effective from the first of the month immediately following the expiry of each period of twelve months, calculated as described in the preceding paragraph (a), and shall remain operative for the next ensuing twelve months or until the expiry of the agreement, as the case may be.

(2) Notwithstanding the provisions of sub-clause (1), should the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended, or as may be amended from time to time, be more favourable to an employee than that prescribed in this Agreement, a cost of living allowance at the rate prescribed by War Measure shall become payable to such employee.

(3) All other employees shall receive cost of living allowances at the rates prescribed by War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

6. PAYMENT OF WAGES, OVERTIME AND OTHER REMUNERATION.

(1) Wages, earnings for overtime and all other remuneration due shall be paid in cash weekly during working hours and not later than 5 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee. Payments may, however, be made on days prior to Friday if agreed to by the employer and employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

(2) Wages, earnings for overtime and any remuneration due shall be handed to employees in sealed envelopes bearing the name of the employee, number of ordinary and overtime hours worked, deductions made, date of payment and amount enclosed.

(3) Subject to the provisions of clauses 20 (1) and (4), and 24 no deductions shall be made from amounts due to employees in respect of wages or remuneration for overtime work, provided that where an employer is compelled by any law, ordinance or legal process to make any payment on behalf of an employee, any amount so paid may be deducted.

7. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated more than three miles and not more than eight miles from the General Post Office, Queenstown, the employer shall pay to an employee sent to work on such a job an allowance of one-quarter of an hour's wage for every mile or part thereof of the distance beyond such three miles.

(2) The allowance shall be payable for one way only daily.

(3) An employer shall be entitled to provide suitable transport in lieu of the foregoing, or pay for transport, both ways, in respect of the said distance.

(4) Any time occupied by an employee in proceeding to or from work shall be outside the ordinary hours of work prescribed in clause 9.

(5) An employee entitled to walking time or transport allowance shall claim and be paid such allowance weekly.

(6) For the purpose of this clause „job” means the workshop or site where work is being performed.

8. COUNTRY JOBS.

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

- Where an employee is able and does return to his home every day: Return second class railway fare daily. Only time worked on a job shall be paid for;
- Where an employee is unable to return to his home daily—
 - second class railway fare or equivalent transport to and from the place of work at the beginning and termination of such work, time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wage of the employee concerned, as prescribed in clause 4;
 - suitable sleeping accommodation in proximity to the place of work, or an allowance of 10s. per day in lieu thereof;

- (iii) as 'n werknemer oor die naweek huistoe kan gaan en op die gewone begintyd op Maandag (of Dinsdag as Meidag, Kersdag, of Gelofte-dag op 'n Sondag of Maandag val) op die werk terug kan wees, is hy geregtig op 'n spoorwegkaartjie, tweede klas retoer, vir die naweek, maar geen betaling in plaas van sodanige kaartjie word gedoen as die reis nie onderneem word nie; ten opsigte van tyd wat vir die reis gedurende sulke naweke bestee word, is geen loon betaalbaar nie.

9. WERKURE.

- (1) Die gewone werkure van 'n werknemer, uitgesonderd 'n „los arbeider”, mag hoogstens die volgende wees:—
- (a) In die geval van 'n „arbeider”, 43 uur per week;
- (b) in die geval van alle ander werknemers, met uitsondering van „los arbeiders”, 41 uur per week, d.w.s. 8 uur 12 minute daaglik van Maandag tot en met Vrydag, n.l. van 7.48 v.m. tot 12.45 n.m. en 1.45 n.m. tot 5 n.m.
- (2) Die gewone werkure van 'n „los arbeider” mag hoogstens 8½ uur per dag wees.
- (3) Terwyl hy by 'n werkgever in diens is, mag geen werknemer enige werk in die bouwyerheid, hetsy vir besoldiging of nie, buite die ure werk, onderneem of verrig wat in hierdie klousule voorgeskryf word nie, ook nie op Sondag, Goede Vrydag, Meidag, Gelofte-dag, Kersdag of Nuwejaarsdag, hetsy vir eie rekening of namens 'n ander persoon of persone, uitgesonderd dat 'n werknemer slegs vir homself kan werk.
- (4) Geen werk, uitgesonderd dié gespesifiseer in klousule 10 (1), mag op Sondag, Meidag, Goede Vrydag, Gelofte-dag, Kersdag of Nuwejaarsdag, of op Saterdag verrig word nie, uitgesonderd dat 'n werknemer slegs vir homself kan werk.

10. OORTYD.

- (1) 'n Werkgever kan nie van sy werknemer vereis of hom toelaat om oortyd te werk nie, uitgesonderd op noodsaaklike dienste of in die geval van noodwerk.
- (2) Alle ure gewerk bo die ure wat in klousule 9 voorgeskryf word, word as oortyd beskou en behoudens soos bepaal in subklousule (2) van klousule 4 van hierdie Ooreenkoms, moet daarvoor betaal word teen 1½ maal die lone in klousule 4 voorgeskryf vir enige tyd tot vier uur wat gewerk word bo die ure in klousule 9 voorgeskryf en teen dubbel daardie lone vir elke uur of gedeelte van 'n uur wat tot die gewone begintyd op die volgende dag gewerk word; met dien verstande dat 'n werknemer vir wie lone in klousule 4 (1) (a) (v) of (vi) voorgeskryf word, besoldig moet word teen 'n skaal van besoldiging wat gelyk is aan sy gewone loon plus lewenskostoelae vir enige tyd tot vier uur wat gewerk is bo die ure voorgeskryf in klousule 9, as sodanige totale, uurbesoldiging vir die werknemer gunstiger is as 1½ maal die lone wat in klousule 4 voorgeskryf is.
- (3) Geen werkgever mag 'n werknemer toelaat om meer as tien uur oortyd in enige week te werk nie en geen werknemer mag meer as tien uur oortyd in enige week werk nie.

11. DIENSEEÏNDIGING.

- (1) 'n Werknemer, uitgesonderd 'n los arbeider, wat sy diens by 'n werknemer wil beëindig en 'n werkgever wat die dienste van sy werknemer, uitgesonderd 'n los werknemer, wil beëindig, moet minstens een werkdag kennis gee; met dien verstande dat dit nie inbreuk maak op die reg van 'n werkgever of werknemer om die dienskontrak sonder kennisgewing te beëindig weens 'n oorsaak wat wetlik as voldoende erken word nie.
- (2) 'n Werkgever kan aan 'n werknemer een dag se loon gee in plaas van kennisgewing waarop sodanige werknemer kragtens subklousule (1) geregtig is en 'n werknemer kan 'n werkgever eweneens een dag se loon gee in plaas van kennisgewing waarop sodanige werkgever geregtig is.
- (3) Gedurende die tydperk van kennisgewing genoem in subklousule (1), moet 'n werknemer wat as 'n timmerman in diens is, 'n tydperk van hoogstens twee uur en ander werknemers vir wie lone in klousule 4 (1) (a) (v) en (vi) voorgeskryf word, 'n tydperk van hoogstens een uur toegestaan word met die doel om hul gereedskap in 'n werkende toestand te kry.
- (4) Dit is nie 'n vereiste dat kennis aan of deur 'n los arbeider gegee word nie.

12. SKUILPLEK MET NAT WEER.

Op enige terrein waar bouwerkzaamhede verrig word, moet werkgevers 'n behoorlike skuilplek verskaf waar werknemers gedurende nat weer kan skuil.

13. LATRINES.

Alle werkgevers moet op alle werke behoorlike afsonderlike sanitêre geriewe vir blankes en nie-blankes verskaf.

14. TEEPOUSE.

'n Tee-pouse van minstens 10 minute tussen 10 v.m. en 10.30 v.m. moet deur elke werkgever aan sy werknemers gedurende die oggendskof toegestaan word.

15. WERKENDE WERKGEVER EN VENNOOT.

Enige werkende werkgever en/of vennoot of hul regstreekse verteenwoordiger, moet die werkure wat in klousule 10 van hierdie Ooreenkoms voorgeskryf word, nakom.

- (iii) an employee if able to proceed to his home at the weekend and return by the ordinary starting time on Monday (or Tuesday if May Day, Christmas Day or the Day of the Covenant falls on a Sunday or Monday), he shall be entitled to a second class railway return fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken; wages shall not be payable in respect of any time spent travelling during such week-ends.

9. HOURS OF WORK.

- (1) The ordinary hours of work of an employee, other than a „casual labourer”, shall not exceed—
- (a) in the case of a „labourer”, 43 hours per week;
- (b) in the case of all other employees excluding „casual labourers”, 41 hours per week, i.e. 8 hours 12 minutes daily from Mondays to Fridays inclusive, viz. from 7.48 a.m. to 12.45 p.m. and 1.45 p.m. to 5 p.m.
- (2) The ordinary hours of work of a „casual labourer” shall not exceed eight and three-quarters of an hour in any day.
- (3) 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 this clause, nor on Sundays, Good Friday, May Day, the Day of the Covenant, Christmas Day or New Year's Day, either on his own account or on behalf of any other person or persons, save that an employee may perform work for himself only.
- (4) No work other than that specified in clause 10 (1) shall be performed on Sundays, May Day, Good Friday, the Day of the Covenant, Christmas Day and New Year's Day, nor on Saturdays, save that an employee may perform work for himself only.

10. OVERTIME.

- (1) An employer shall not require or allow an employee to work overtime except on essential services or in cases of emergency work.
- (2) All hours worked in excess of the hours prescribed in clause 9 shall be regarded as overtime and subject to the provisions of sub-clause (2) of clause 4 of this Agreement shall be paid for at one and one-half times the wages prescribed in clause 4 for any time up to four hours worked in excess of the hours prescribed in clause 9 and double such wages thereafter for every hour or part of an hour worked until the usual starting time on the following day; provided that an employee for whom wages are prescribed in clause 4 (1) (a) (v) or (vi) shall be paid at a rate of remuneration equal to his ordinary wages plus cost of living allowance for any time up to four hours worked in excess of the hours prescribed in clause 9 where such total hourly remuneration is more favourable to the employee than one and one-half times the wages prescribed in clause 4.
- (3) No employer shall permit his employee to work and no employee shall work more than 10 hours overtime in any one week.

11. TERMINATION OF EMPLOYMENT.

- (1) An employee, other than a casual labourer, desirous of terminating his employment with an employer and an employer desirous of terminating the services of his employee other than a casual labourer shall give not less than one working day's notice; provided that this shall not effect the right of an employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient.
- (2) An employer may give an employee one day's pay in lieu of the notice to which such employee may be entitled in terms of sub-clause (1) and an employee may similarly give an employer one day's pay in lieu of the notice to which such employer is entitled.
- (3) During the period of notice referred to in sub-clause (1) an employee employed as a carpenter shall be allowed a period not exceeding two hours and other employees for whom wages are prescribed in clause 4 (1) (a) (v) and (vi) a period not exceeding one hour for the purpose of putting their tools in working order.
- (4) No notice shall be required to be given to or by a casual labourer.

12. WET WEATHER SHELTER.

At any site where building operations are being conducted, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

13. LATRINES.

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

14. TEA INTERVAL.

A tea interval of ten minutes shall be allowed by every employer to his employees during the morning shift, between the hours 10 a.m. and 10.30 a.m.

15. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner or their direct representative shall observe the working hours prescribed in clause 10 of this Agreement.

16. KENNISGEWINGSBORD.

Elke werkgever en alle werkgewers wat in vennootskap werk, moet, waar werk in die bounywerheid ook al deur hom of hulle uitgevoer word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingsbord van minstens 2 voet by 1½ voet vertoon, waarop die naam en besigheidsadres van sodanige werkgever of vennootskap vermeld word.

Hierdie klousule is slegs van toepassing op werke wat sewe dae of langer duur.

17. JAARLIKSE VERLOF.

Gedurende die volgende tydperke mag geen werkgever in die nywerheid werk onderneem of van 'n werknemer vereis of hom toelaat om werk te verrig nê en geen werknemer in die nywerheid mag werk onderneem of verrig nê, tensy die toestemming van die Raad vooraf skriftelik verkry is:—

- 1955: Van 5 nm. op 15 Desember 1955 tot 7.48 vm. op 9 Januarie 1956.
 1956: Van 5 nm. op 14 Desember 1956 tot 7.48 vm. op 7 Januarie 1957.
 1957: Van 5 nm. op 13 Desember 1957 tot 7.48 vm. op 6 Januarie 1958.

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

(a) *Arbeiders*.—(i) Benewens die besoldiging voorgeskryf kragtens hierdie Ooreenkoms, moet 'n werkgever aan elke arbeider in sy diens 'n bedrag betaal gelyk aan een dag se loon t.o.v. enige openbare vakansiedag genoem in klousule 9 (4) wat nie binne die tydperk van jaarlikse verlof, voorgeskryf in klousule 17, val nie, asof hy op sodanige vakansiedag gewerk het. Sodanige loon moet betaal word op die betaaldag wat op die betrokke openbare vakansiedag volg.

(ii) Bo en behalwe die gewone lone moet 'n werkgever ook op die dag voor die aanvang van die verloftyd genoem in klousule 17, t.o.v. aan elke arbeider in sy diens 'n bedrag betaal wat gelyk is aan een dag se loon t.o.v. elke volle maand diens plus twee dae se loon vir en t.o.v. Kersdag en Nuwejaarsdag.

(iii) 'n Arbeider wie se dienskontrak met 'n werkgever voor die aanvang van die verloftyd genoem in klousule 17, eindig, moet by die beëindiging daarvan t.o.v. elke volle maand diens by daardie werkgever 'n bedrag betaal word wat gelyk is aan een dag se loon.

(iv) Vir die toepassing van subklousule (iii) beteken „een dag se loon” die verskuldigde besoldiging t.o.v. 'n werkdag van 8 uur en 36 minute.

(b) *Vakleerlinge*.—Elke werkgever moet aan elke vakleerling in sy diens op die laaste betaaldag voor die aanvang van die verloftyd genoem in klousule 17 hiervan, die loon betaal wat daardie vakleerling sou verdien het as hy aangehou het om gedurende die genoemde verloftyd vir sy werkgever te werk.

(c) *Alle ander werknemers (uitgesonderd los arbeiders)*.—(i) Benewens enige ander besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig mag wees, moet namens sodanige werknemer, behoudens die bepalinge van klousule 20 en t.o.v. jaarlikse verlof, onderstaande bedrag aan die vakansiefonds betaal word:—

Werknemers vir wie lone in klousule 4 (1) (a) (ii), (iii) en (iv) voorgeskryf word (halfgeskoolde werknemers, motorvoertuigdrywers en bedieners van hystoestelle): 1½d. per uur.

Werknemers vir wie lone in klousule 4 (1) (a) (v) en (vi) voorgeskryf word (werknemers in die skilder- en ander bedrywe): 3½d. per uur.

(ii) Dit word beskou dat die bedrae genoem in subklousule (i) betaal word ten opsigte van die gewone werkure van Maandae tot Vrydae.

19. INSTELLING EN ADMINISTRASIE VAN VERLOFFONDS.

(1) Hierby word 'n fonds ingestel bekend as die „Verloffonds vir die Bounywerheid, Queenstown” (hierna die fonds genoem).

(2) Die fonds bestaan uit geld gekweek uit die verkoop van seëls soos bepaal in klousule 20. Alle geld ontvang, moet binne twee dae na die ontvangs daarvan, in 'n bank in die krediet van die fonds inbetaal word, of indien 'n bankvakansiedag tussenbei kom, so spoedig doenlik daarna.

(3) Alle geld wat aan die fonds behoort, kan na goeëddunke van die Raad van tyd tot tyd in Staatseffekte of op vaste deposito of teen aanvraag by 'n bank of bougenootskap belê word en enige rente uit sodanige beleggings gekweek, kom die algemene fonds van die Raad toe.

(4) Enige geld ontvang uit die verkoop van verloffondsboekies wat deur die Raad verskaf word, kom die algemene fonds van die Raad toe ter vergoeding vir die administrasie van die fonds.

(5) Alle trekkings op die verloffonds se bankrekening of beleggings moet geskied per tjek of dokument wat deur die sekretaris en/of tesourier en sodanige ander persoon of persone as wat deur die Raad aangestel kan word, geteken moet wees.

(6) Die Raad kan, na goeëddunke, sodanige reëls opstel as wat hy nodig ag met betrekking tot die behoorlike werking van die fonds en die administrasie van die fonds vir sover dit nie met die bepalinge van hierdie klousule strydig is nie.

16. NOTICE BOARD.

Every employer and all employers working in partnership shall, wherever operations in the Building Industry are being carried out by him or them, display in a conspicuous place accessible to the public, a notice board of a size not less than 2 feet by 1½ feet showing the name and business address of such employer or partnership.

This clause shall only apply to jobs of seven day's duration and over.

17. ANNUAL LEAVE.

No employer shall perform, require or allow an employee to perform and no employee shall undertake or perform work in the Industry, unless the consent of the Council has first been obtained in writing, during the periods—

- 1955: From 5 p.m. on the 15th December, 1955, until 7.48 a.m. on the 9th January, 1956.
 1956: From 5 p.m. on the 14th December, 1956, until 7.48 a.m. on the 7th January, 1957.
 1957: From 5 p.m. on the 13th December, 1957, until 7.48 a.m. on the 6th January, 1958.

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

(a) *Labourers*.—(i) In addition to the remuneration prescribed in terms of this Agreement, an employer shall pay to each labourer in his employ a sum equal to one day's pay in respect of any public holiday referred to in clause 9 (4) not falling within the period of annual leave prescribed in clause 17, as if he had worked on such holiday. Such payment shall be made on the pay day following the public holiday concerned.

(ii) Over and above the ordinary wages an employer shall also, on the day prior to the commencement of the period of annual leave referred to in clause 17, pay to each labourer in his employ an amount equal to one day's pay in respect of each completed month of employment, plus two days' pay in respect of Christmas Day and New Year's Day.

(iii) A labourer whose contract of employment with any employer terminates prior to the commencement of the holiday period referred to in clause 17, shall upon such termination be paid an amount equal to one day's pay in respect of each completed month of employment by that employer.

(iv) For the purpose of sub-clause (iii) "one day's pay" shall mean the payment due in respect of a working day of eight hours thirty-six minutes.

(b) *Apprentices*.—Each employer shall pay to each apprentice in his employ on the last pay day prior to the commencement of the holiday period referred to in clause 17 hereof, the wages which such apprentice would have earned if he had continued to work for his employer during the said holiday period.

(c) *All other Employees (excluding Casual Labourers)*.—(i) In addition to any other remuneration to which an employee may be entitled in terms of this Agreement, such employee shall be paid, subject to the provisions of clause 20, and in respect of annual leave, the amount set out hereunder towards the holiday fund:—

Employees for whom wages are prescribed in clause 4 (1) (a) (ii), (iii) and (iv) (semi-skilled employees, motor vehicle drivers and operators of hoists): 1½d. per hour.

Employees for whom wages are prescribed in clause 4 (1) (a) (v) and (vi) (employees in the painting and other trades): 3½d. per hour.

(ii) The amounts referred to in sub-clause (i) shall be deemed to be paid in respect of the ordinary hours of work from Mondays to Fridays.

19. ESTABLISHMENT AND ADMINISTRATION OF HOLIDAY FUND.

(1) There shall be established a fund to be known as the "Queenstown Holiday Fund for the Building Industry" (hereinafter referred to as the fund).

(2) The fund shall consist of moneys accruing from the sale of stamps as provided for in clause 20. All moneys received shall be deposited in a bank to the credit of the fund within two days after receipt thereof, or should a Bank Holiday intervene, as soon as possible thereafter.

(3) Any moneys belonging to the fund may be invested from time to time in Government securities, or on fixed deposit, or on call with a bank or building society, in the discretion of the Council and, any interest accruing from such investments shall accrue to the General Fund of the Council.

(4) Any funds accruing from the sale of holiday fund books supplied by the Council shall accrue to the general funds of the Council in consideration of the administration of this fund.

(5) All withdrawals from the holiday fund bank account or investments shall be made by cheque, or document, signed by the secretary and/or treasurer and such other person or persons as the Council may appoint.

(6) The Council may make such rules as it deems necessary relevant to the proper functioning of the fund and the administration of the fund in so far as it is not inconsistent with the provisions of this clause.

(7) Die Raad moet 'n sekretaris en/of tesourier aanstel wat bekend sal staan as die sekretaris en/of tesourier van die fonds en sodanige ander personeel as wat hy nodig ag vir die behoorlike administrasie van die fonds. Die salarisse van daardie amp-tenare en alle ander uitgawes moet uit die algemene fonds van die Raad betaal word.

(8) 'n Ouditeur of ouditeurs wat deur die Raad aangestel word, moet die rekenings van die fonds jaarliks ouditeer en op of voor 30 Junie 'n staat opstel wat die volgende aantoon:—

- (a) Alle geld ontvang; en
- (b) uitgawes onder alle hofies aangegaan gedurende die 12 maande wat op die voorgaande 31ste Desember eindig, tesame met 'n staat wat die fonds se bate en laste aantoon.

Ware afskrifte van hierdie state moet deur die Voorsitter van die Raad mede-onderteken word en die ouditeur se verslag daaroor moet op die Raad se kantoor ter insae lê. Sertifikate van sowel die state as die ouditeur se verslag daaroor moet so spoedig moontlik, maar op of voor 30 Augustus elke jaar, by die Sekretaris van Arbeid ingedien word.

20. VERLOFFONDS.

(1) Elke werkgewer moet van elkeen van ondergenoemde klasse werknemers die bedrae aftrek wat aan sodanige werknemers ingevolge klousule 18 (c) verskuldig is, plus sodanige bykomende bedrae as wat nodig blyk om die bedrae hieronder genoem, aan te suiwer:—

	Per week. s. d.
Halfgeskoolde werknemer, motorvoertuigdrywer en 'n bediener van 'n hystoestel	5 6
Werknemers in die schildersbedryf en werknemers in ander bedrywe	12 6

met dien verstande dat as 'n werknemer by twee of meer werkgewers gedurende dieselfde week in diens was, die aftrekking vir daardie week gedoen moet word deur die werkgewer wat hom gedurende daardie week eerste in diens geneem het.

(2) Die werkgewer moet ten opsigte van die bedrae wat aldus kragtens subklousule (1) deur hom afgetrek is, op elke betaaldag aan elkeen van sy betrokke werknemers 'n seël ter waarde van sulke bedrae uitreik, gekanselleer deur hom met sy naam en die datum daarop, en elke werknemer moet sodanige seëls inplak in sy bydraeboekie wat deur hom gehou moet word.

(3) Die seëls genoem in subklousule (2), moet deur die werkgewer van die sekretaris en/of tesourier van die fonds gekoop word en 'n voldoende voorraad daarvan moet te alle tye deur die werkgewer gehou word; met dien verstande dat 'n werkgewer van die fonds 'n terugbetaling ter waarde van enige ongebruikte seëls kan verkry. 'n Aansoek om sodanige terugbetaling moet gedoen word voor of op 'n datum wat deur die Raad vasgestel en waarvan kennis aan alle werkgewers gegee moet word.

(4) Aansoek om 'n bydraeboekie t.o.v. sy betrokke werknemers moet deur die werkgewer gedoen word op 'n vorm wat jaarliks van die Raad verkry moet word. 'n Werkgewer moet die bedrag van een sjieling ten opsigte van elke bydraeboekie aan die Sekretaris van die Raad betaal en is daarop geregtig om die bedrag wat aldus deur hom betaal is, ondanks enige ander bepaling van hierdie Ooreenkoms, van die loon van die betrokke werknemer af te trek.

(5) So spoedig moontlik na die laaste betaaldag in November elke jaar en voor of op die laaste betaaldag wat die verloftyd voorafgaan, moet elke werknemer sy bydraeboekie by die sekretaris en/of tesourier van die fonds vir 'n bewyskaart inruil en die sekretaris en/of tesourier moet die bedrag vasstel wat aan die werknemer verskuldig is soos blyk uit die waarde van die seëls wat in sy bewysboekie ingeplak is, en aan die werknemer die betrokke bedrag op 'n datum nie later as die dag voor die aanvang van die vertoptyd betaal nie.

(6) Die Raad is nie verantwoordelik vir uitbetaling t.o.v. seëls wat ingevolge hierdie artikel aan werknemers uitgereik is nie, tensy sulke seëls ingeplak is in 'n bydraeboekie wat van die Raad verkry is en ingedien is voor die verstryking van ses maande van die aanvangsdatum van die verloftyd af. Onopgeëiste geld in besit van die Raad, verkry uit die verkoop van seëls by verstryking van die genoemde ses maande, kom die algemene fonds van die Raad toe. Niks in hierdie subartikel kan die Raad verhoed om betaling te enige tyd na die verstryking van die ses maande te maak nie, en die Raad is verplig om die meriete van alle eise wat om betaling na die genoemde ses maande gemaak word, te oorweeg en daaroor te beslis.

(7) 'n Werknemer is nie geregtig om betaling te eis vir enige seëls wat voor die laaste betaaldag in November van enige jaar tot die dag onmiddellik voor die aanvang van hierdie verloftyd uitgereik is nie. Die Raad beskik egter oor die reg om sodanige betaling te magtig indien dit, na goeëdunke, raadsaam geag word om aldus te handel. Ingeval van die dood van die werknemer moet die bedrag wat aan hom uit voornoemde fonds verskuldig is, aan sodanige boedel by oorhandiging van sy bydraeboekie aan die sekretaris en/of tesourier van die fonds per tjek uitbetaal word.

(7) The Council shall appoint a secretary and/or treasurer who shall be known as the secretary and/or treasurer of the fund, and, such other staff as may be necessary for the proper administration of the fund. The salaries of such officials, and all other expenses shall be paid from the General Fund of the Council.

(8) An auditor or auditors to be appointed by the Council shall audit the accounts of the fund annually and shall not later than 30th June prepare a statement showing—

- (a) all moneys received; and
- (b) expenditure incurred under all headings for the twelve months ended the 31st December preceding, together with a statement showing the assets and liabilities of the fund.

True copies of these statements which shall be countersigned by the Chairman of the Council and the auditor's report thereon shall be available for inspection at the Council's office. Certificate of both statements and the auditor's report thereon shall as soon as possible thereafter but not later than 30th August of each year be presented to the Secretary for Labour.

20. HOLIDAY FUND.

(1) Each employer shall deduct from each of the under-mentioned classes of employees the amounts due to such employees in terms of clause 18 (c), plus such further amounts as may be necessary to make up the amounts scheduled hereunder:—

	Per Week. s. d.
Semi-skilled employee, motor vehicle driver and operator of hoist	5 6
Employees in the painting trade and employees in other trades	12 6

Provided that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week.

(2) The employer shall in respect of the amounts so deducted by him in terms of sub-clause (1), issue on each pay day to each of his employees concerned a stamp cancelled by him with his name and the date endorsed thereon, to the value of such amounts, and each employee shall affix such stamps in his contribution book which shall be retained by him.

(3) The stamps referred to in sub-clause (2) shall be purchased by the employer from the secretary and/or treasurer of the fund and an adequate supply hereof shall at all times be maintained by the employer provided that an employer may obtain a refund from the fund of the value of any unused stamps. An application for such refund shall be made on or before a date to be fixed by the Council and notified to all employers.

(4) Application for a contribution book in respect of each of his employees concerned shall be made by the employer on a form to be obtained from the Council annually. An employer shall pay the amount of one shilling in respect of each contribution book to the Secretary of the Council and shall be entitled to deduct the amount so paid by him from the wage of the employee concerned, notwithstanding any other provisions of this Agreement.

(5) As early as possible after the last pay day in November in each year, and not later than the last pay day preceding the holiday period, each employee shall deposit his contribution book with the secretary and/or treasurer of the fund in exchange for a receipt card and the secretary and/or treasurer shall ascertain the amount due to the employee as reflected by the value of the stamps affixed to his contribution book, and pay to the employee the amount in question, at a date not later than the day prior to the commencement of the holiday period.

(6) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of this section unless such stamps are affixed in the contribution book obtained from the Council and such contribution book is deposited with the Council before the expiration of a period of six months from the date of commencement of the holiday period. Any unclaimed moneys in the Council's possession from the sale of stamps at the expiration of the said period of six months shall accrue to the general funds of the Council. Nothing in this sub-section shall be deemed to prevent the Council from making payment at any time after the expiration of the period of six months and it shall be obligatory on the Council to consider and decide on the merits all claims for pay made after the said period of six months.

(7) An employee shall not be entitled to claim payment for any stamps issued to him prior to the last pay day in November in any year, until the day immediately preceding the commencement of this holiday period. The Council, however, shall have the right to authorise such payment if, in its discretion, it is considered advisable to do so. In the case of the death of the employee the amount due to him from the aforesaid fund shall be paid to his estate by cheque drawn in favour of such estate on his contribution book being lodged with the secretary and/or treasurer of the fund.

(8) Die hydraeboekies en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen verskuldigde gelde mag daarkragtens aan 'n werknemer gesedeer of in pand gegee word nie.

(9) Geen verlofseëls mag op 'n ander wyse as ooreenkomstig die bepalings van hierdie klousule uitgereik word nie, en geen werknemer is in enige jaar op enige bedrag bo 50 weeklikse afrekkings uit die fonds geregtig nie; met dien verstande dat 'n werknemer, na goeddunke van die Raad, toegelaat kan word om seëls t.o.v. die tydperk van die datum van die jongste betaaldag in November 1954 tot die aanvangsdatum van hierdie Ooreenkoms te koop.

(10) Ingeval van die verstryking van hierdie Ooreenkoms deur verloop van tyd of betyndiging weens enige ander oorsaak, moet die Raad die fonds bly beheer totdat dit of gelikwider of deur die Raad oorgedra is aan 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike fonds gestig was.

(11) Ingeval van die ontbinding van die Raad, of ingeval hy sy werksaamhede staak gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel vier-en-dertig (2) van die Wet, mag die Minister 'n komitee, bestaande uit 'n gelyke getal werkgewers- en werknemersvertegenwoordigers, in die Nywerheid aanstel en moet dié komitee die fonds bly beheer. Vakatures wat op die komitee ontstaan, mag deur die Minister onderskeidelik uit werkgewers en werknemers gevul word ten einde die ewewig tussen werkgewers- en werknemersvertegenwoordigers in die komitee te verseker. Ingeval die komitee nie in staat is nie, of onwillig is om sy werk te verrig, of ingeval 'n doelpunt ontstaan wat, na die mening van die Minister, die beheer van die fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kurators aanstel om die werk van die komitee te verrig wat vir dié doeleindes al die bevoegdhede van die komitee besit. By verstryking van hierdie Ooreenkoms moet die fonds deur die komitee wat ooreenkomstig hierdie subklousule werk, of, na gelang van die geval, deur die kurator, of kurators, gelikwider word op die wyse uiteengesit in subklousule (15) van hierdie klousule en as die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die balans van die fonds verdeel word soos bepaal by artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad uitmaak.

(12) By likwidasië van die fonds ooreenkomstig subklousule (13) van hierdie klousule, moet die geld wat in die krediet van die fonds oorbly, na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste, aan die algemene fonds van die Raad betaal word.

21. EERSTEHULP.

Op enige perseel waar werknemers by hom in diens is, moet elke werkgewer behoorlike uitrusting vir eerstehulp verskaf en dit in goeie toestand onderhou.

22. TOEPASSING VAN OOREENKOMS.

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

23. VRYSTELLINGS.

(1) Die Raad kan weens 'n goeie en afdoende rede aan 'n persoon of persone skriftelike vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling kragtens die bepalings van hierdie artikel verleen word, die voorwaardes vasstel waarop die vrystelling verleen word, asook die tydperk wat die vrystelling van krag sal wees; met dien verstande dat die Raad na goeddunke en nadat kennis skriftelik aan die betrokke persoon of persone gegee is, 'n vrystellingsertifikaat kan intrek, of die tydperk waarvoor dit verleen was, verstryk het of nie.

(3) 'n Vrystellingsertifikaat wat deur die Sekretaris van die Raad geteken is, moet aan elke vyrgestelde persoon uitgereik word. 'n Vrystellingsertifikaat is in geen ander gebied as dié waarvoor dit uitgereik is, geldig nie.

(4) 'n Vrystellingsertifikaat kan gedurende die tydperk waarvoor dit uitgereik is, te eniger tyd deur die Raad sonder opgawe van redes gewysig of herroep word.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom wat geskep word deur 'n vrystellingsertifikaat wat ooreenkomstig die bepalings van hierdie klousule uitgereik is.

24. ALGEMENE FONDS.

(1) Ten einde in die uitgawes van die Raad te voorsien, moet elke werkgewer 9d. per week aftrek van die verdienste van elk van sy werknemers vir wie lone in klousule 4 (1) (a) (v) en (vi) van hierdie Ooreenkoms voorgeskryf word en 1d. per week van alle ander werknemers, uitgesonderd los arbeiders, en by die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en genoemde bedraë moet deur die werkgewer ooreenkomstig die wyse wat in subklousule (2) hiervan voorgeskryf word, aan die Raad betaal word.

(8) The contribution books and stamps issued to employees are not transferable and no moneys due in terms thereof to an employee shall be ceded or pledged.

(9) No holiday stamps shall be issued to an employee otherwise than in accordance with the provisions of this clause; and no employee shall be entitled to payment from the fund in any year of any amount in excess of 50 weekly deductions; provided that an employee may, in the discretion of the Council, be permitted to purchase stamps in respect of the period from the date of the last pay day in November, 1954, to the date of commencement of this Agreement.

(10) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(11) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Minister may appoint a committee from employers and employees in the industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Minister from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the Committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (15) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(12) Upon liquidation of the fund in terms of sub-clause (13) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses shall be paid into the general funds of the Council.

21. FIRST AID.

Each employer shall provide and maintain in good order suitable first aid equipment on any premises where employees are employed by him.

22. ADMINISTRATION OF AGREEMENT.

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

23. EXEMPTIONS.

(1) The Council may, in writing, grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned withdraw any certificates of exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

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

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

24. GENERAL FUND.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 9d. per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) (v) and (vi) of this Agreement and 1d. per week from all other employees other than casual labourers and to the amount so deducted the employer shall contribute an equal amount, and the said amounts shall be paid by the employer to the Council, in accordance with the procedure prescribed in sub-clause 2 hereof.

(2) Alle bedrae wat ooreenkomstig die bepalings van subklousule (1) van hierdie klousule betaal moet word, moet tesame met 'n opgawe van die getal werknemers in diens en hul bedrywe, ten opsigte van die vorige maand se verskuldigde gelde, op of voor die sewende dag van elke maand aan die Sekretaris van die Raad gestuur word, tesame met die besonderhede genoem in subklousule (3) van hierdie klousule.

(3) Elke werkgever moet, wanneer hy die bydraes aan die Raad stuur, 'n lys van die werknemers wat by hom in diens is, indien op die gedrukte vorms wat deur die Raad verskaf word.

25. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgever in die bounywerheid op die datum waarop hierdie Ooreenkoms in werking tree, moet binne drie maande die volgende besonderhede aan die Sekretaris van die Raad verstrek:—

- (i) Naam voluit.
- (ii) Besigheidsadres.
- (iii) Die bedryf of bedrywe wat hy in die bounywerheid uitoefen.

(b) Die besonderhede wat ingevolge paragraaf (a) van hierdie subklousule vereis word, moet ook deur alle werkgevers wat na die datum van inwerkingtreding van hierdie Ooreenkoms sake in die bounywerheid begin doen, binne een maand nadat hulle met sake begin, verstrek word.

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

(2) Die Sekretaris moet 'n register byhou van al die werkgevers genoem in subklousule (1) hiervan.

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

26. AGENTE.

(1) Die Raad moet een of meer persone aanstel as agente om met die toepassing van hierdie Ooreenkoms behulpsaam te wees. 'n Agent het die reg om—

- (a) alle persele of plekke waar die bounywerheid uitgeoefen word, te eniger tyd te betree as hy redelike aanleiding het om te veronderstel dat 'n persoon daar in diens is;
- (b) enige persoon wat hy in of by die perseel aantref, hetsy alleen of in teenwoordigheid van 'n ander persoon wat hy geskik ag, mondelings te ondervra in verband met sake, wat op hierdie Ooreenkoms betrekking het, en van daardie persoon te eis dat hy die vrae wat gestel word, beantwoord;
- (c) te eis dat sodanige boeke, tydstate, aantekeninge en dokumente as wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgelê word, en hy kan hulle inspekteer, ondersoek en afskrifte daarvan maak.

(2) Wanneer die agent enige perseel of plek betree of enige persoon, boek of dokument ondervra of ondersoek, kan hy 'n tolk met hom saamneem.

(3) Elke persoon vir wie die bepalings van die Ooreenkoms bindend is, moet die agent al die genoemde fasiliteite verleen.

27. VERTONING VAN OOREENKOMS.

Elke werkgever moet in elke werkwinkel of werkplek waar hy besigheid doen 'n kopie van hierdie Ooreenkoms in albei amptelike tale vertoon op 'n opvallende plek wat vir al sy werknemers toeganklik is.

Namens die Raad op hede die 18de dag van Junie op Queenstown onderteken.

HILTON E. RUSSELL,
Voorsitter van die Raad.

W. F. JACKSON,
Ondervoorsitter van die Raad.

A. DANIEL,
Waarnemende Sekretaris van die Raad.

* No. 1985.] [30 September 1955.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, QUEENSTOWN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Queenstown, gepubliseer by Goewermentskennisgewing No. 1984, van 30 September 1955, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

(2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause, together with a statement showing the number of employees employed and their trades shall be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month, in respect of the previous month's dues together with the particulars referred to in sub-clause (3) of this clause.

(3) Each employer shall, when forwarding his contributions to the Council, on printed forms supplied by the Council, enclosed a list of the artisans employed by him.

25. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, within three weeks forward to the Secretary of the Council the following particulars:—

- (i) Full name.
- (ii) Business address.
- (iii) The trade or trades which he is carrying on in the Industry.

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

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

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

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

26. AGENTS.

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

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

(2) The agent when entering any premises or place or inspecting or examining any person, book or document, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

27. EXHIBITION OF AGREEMENT.

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

Signed at Queenstown on behalf of the Council on this 18th day of June, 1955.

HILTON E. RUSSELL,
Chairman of the Council.

W. F. JACKSON,
Vice-Chairman of the Council.

A. DANIEL,
Acting Secretary of the Council.

* No. 1985.] [30 September 1955.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

BUILDING INDUSTRY, QUEENSTOWN.

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, Queenstown, published under Government Notice No. 1984, of the 30th September, 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.

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