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GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 795.] [29 May 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, DURBAN.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, 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 5th June, 1957, and for the period ending the 4th June, 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 paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding clauses 2, 25, 26 and 27, shall be binding from the 5th June, 1957, and for the period ending the 4th June, 1960, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of Durban, Pinetown and Inanda; and

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban, Pinetown and Inanda and from the 5th June, 1957, and for the period ending the 4th June, 1960, the provisions contained in the said Agreement, excluding clauses 2, 18, 19, 25, 26 and 27 shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 795.] [29 Mei 1957.

WET OP NYWERHEIDSVERSOENING, 1956.

BOUNYWERHEID, DURBAN.

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, van 5 Junie 1957 af en vir die tydperk wat op 4 Junie 1960 eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 2, 25, 26 en 27, van 5 Junie 1957 af en vir die tydperk wat op 4 Junie 1960 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrikte Durban, Pinetown en Inanda; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 2, 18, 19, 25, 26 en 27, van 5 Junie 1957 af en vir die tydperk wat op 4 Junie 1960 eindig, in die magistraatsdistrikte Durban, Pinetown en Inanda *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL OF THE BUILDING INDUSTRY, DURBAN.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the

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

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

Operative Plasterers' Trade Union of South Africa;
South African Operative Masons' Society;

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Industrial Council of the Building Industry, Durban.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed in the Magisterial Districts of Durban, Pinetown and Inanda by all employers and employees in the Building Industry who are members of the employers' organisation or any of the trade unions; provided that they shall—

- apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any conditions prescribed thereunder;
- apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act No. 38 of 1951, or any conditions prescribed thereunder;
- not apply to clerical employees or to employees engaged in administrative duties or to any member of an administrative staff;

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

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

Any term used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendment thereof; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"agent" means a person appointed by the Council in terms of the provisions of section sixty-two (6) of the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944;

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or 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 sub-divisions thereof, but shall not include clerical employees and administrative staffs, nor the wiring of or installation in buildings of lighting, heating or other permanent electrical fixtures and the installation, maintenance or repair of lifts in buildings:—

Asphalting, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;

bricklaying, which includes concreting and the fixing of concrete blocks, slabs, or plates, tiling of walls and floors, jointing of brick work, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware pipes;

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

BYLAE.

NYWERHEIDSRAAD VAN DIE BOUBEDRYF, DURBAN.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan tussen die

Master Builders' and Allied Trades Association, Durban, (hieronder „die werkgewers” of „die werkgewersorganisasie” genoem) aan die een kant, en die

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

Operative Plasterers' Trade Union of South Africa;
South African Operative Masons' Society,

(hieronder „die werknemers” of „die vakverenigings” genoem) van die ander kant, wat die partye is by die Nywerheidsraad vir die Boubedryf, Durban.

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Magistraats-distrikte Durban, Pinetown en Inanda nagekom word deur alle werkgewers en werknemers in die boubedryf wat lede van die werkgewersorganisasie of enigeen van die vakverenigings is; met dien verstande dat—

- die bepalings op vakleerlinge van toepassing is slegs vir sover hulle nie strydig is met die Wet op Vakleerlinge, 1944, soos gewysig, of enige voorwaardes daarkragtens vasgestel nie;
- dit slegs vir kwekelinge vir sover hulle nie strydig is met die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, of enige voorwaardes daarkragtens vasgestel nie;
- dit nie van toepassing is op klerklike werknemers of werknemers in administratiewe werk, of lede van die administratiewe personeel nie;

en voorts met dien verstande dat klousules 8 (1) tot en met 8 (4), 11 en 15 nie van toepassing is op werkers vir wie lone in klousule 4 (1) (a), (b), (c) (ii) en (f) vasgestel is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukking in hierdie Ooreenkoms wat in die Wet op Nywerheidsversoenig, 1956, omskryf is, het dieselfde betekenis as in die Wet, en enige verwysing na 'n wet sluit enige wysiging daarvan in; verder, tensy dit strydig met die samehang is, beteken—

„Wet”, die Wet op Nywerheidsversoenig, 1956;

„Agent”, 'n persoon aangestel deur die Raad kragtens die bepalings van klousule twee-en-sestig (6) van die Wet op Nywerheidsversoenig, 1956;

„vakleerling”, 'n werknemer in diens ooreenkomstig 'n skriftelike vakleerlingkontrak wat kragtens die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is;

„bounywerheid” of „nywerheid”, sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir die oprigting, voltooiing, vernuuwing, herstel, onderhoud of verbouing van geboue en bouwerke en/of die maak van artikels wat by die oprigting, voltooiing of verbouing van geboue en bouwerke gebruik word, hetsy die werk verrig, die materiaal berei of die vereiste artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit sluit alle werk in wat verrig of uitgevoer word deur persone daarin wat in die volgende vakke of onderafdelings daarvan werksaam is, buiten klerklike en administratiewe werk of die bedrading van geboue of installering van beligtings, verwarmings- of ander vaste elektriese installasies, of die herstel of instandhouding van hysbakke in geboue:—

Asfaltwerk, ook die bedekking van vloere en plat- en/of skuinsdakke, waterdigting of vogdigting van kelders of fondamente, hetsy met of sonder voorbereide dakrolle of asfaltplate met geglaseerde of nie-geglaseerde oppervlakke, hetsy met of sonder die gebruik van teermacadam, neuchatel, limmer of enige ander soort soliede of halfsoliede asfalt, mastiek of emulsiestasfalt of bitumen, hetsy warm of koud op sodanige dakke, vloere of kelders of fondamente aangebring;

messelwerk, ook betonwerk en die aanbring van betonblokke, -plakke of -plate, beteeeling van vloere en mure, steenvoegwerk, voegstryding, plaveiwerk, mosaiekwerk, sigwerk in leiklip, marmer en komposisie, rioolaanleg, opsit van lei- en pandakke en sementkalfater van erdepype;

betonwerk, ook toesig hou oor die stort van beton *in situ*, en die oppervlakte daarvan gelykmaak;

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

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

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

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

masonry, which includes stone cutting and building (also the cutting and building of ornaments and monumental stonework), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a mill 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;

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, together with the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;

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

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

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

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

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

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

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

"casual labourer" means a labourer who is employed by the same employer on not more than three days in any one week on any of the duties described in the definition of labourer in this clause;

vernis, ook vernis met 'n borsel of kussinkie en bespuiting met enige komposisie;

ruite insit, ook die sny en aanbring van alle soorte glas of soortgelyke produkte in spinnings in hout- of metaaldeure, -vensters en -rame of dergelike toebehore, en al die werksaamhede wat daarmee gepaard gaan;

skrynwerk, ook die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat by dié toebehore behoort, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie, en sluit in muurkaste, kombuiskaste of ander kombuistoebere wat 'n vaste deel van die gebou uitmaak;

ligte aanbring, ook die vervaardiging en/of aanbring van glas in lood en/of ander metale, en reklametekens (uitgesonderd die elektriese toebehore wat daarmee saamgaan), en die glasering wat daarmee gepaard gaan;

klipmesselwerk, ook klipkap en of -bou (ook die kap en bou van sierklipwerk en monumentklipwerk en gedenksteenwerk), betonwerk en die plasing of bou van voorafgevoormde of kunsklip of marmer, plaveiwerk, mosaïekwerk, voegwerk, beteeeling van vloere en mure, bediening van 'n Mall and Biax of dergelike draagbare skuurskyf, verstelbare saag-, afwerk- en ander klipwerkmasjinerie uitgesonderd klippoleermasjinerie, en skerpmaak van klipmesselgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, ook die aanbring van staalplafonne, metaalvensterrame, metaaldeure, bouersmidswerk, metaalrame, metaaltrappe en boukundige metaalwerk, ook die vervaardiging en/of aanbring van getrokke metaalwerk en plate en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of die bouwerk aangebring word of nie;

verfwerk, ook sierwerk, plakwerk, ruite insit, distemper, wit- en kleurkalk-, beits-, vernis-, houtvlamwerk, marmerwerk, en spuitwerk, bordjies skilder en muurversiering;

pleisterwerk, ook modelleer, modellemaak, gietvorms maak, die gietstukke in die vorms maak, maak en aanbring van pleisterbordplafonne en vespleister of ander komposisies, granoliet-, terazzo- en komposisievloere; komposisiemuurbedekking en polering, bediening van 'n Mall and Biax of soortgelyke draagbare draaiskuurskyf, verstelbare saag en afwerkmasjien, voorafgevoormde of kunsklipwerk beteeeling van mure en vloere, plaveiwerk en mosaïekwerk; metaallatjies aanbring, akoestiespuitwerk en al die handelings wat hoort by die voltooiing van plafonne en mure, hetsy die artikels wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, ook hardsoldeer- en sweiswerk, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalkfaatwerk, ventilasie, verwarming, warm- en kouewateraanleg, brandinstallasie en die vervaardiging en aanbring van alle metaalplaatwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrusting, ook die vervaardiging en/of aanbring van winkelfronte, vensterkaste, uitstaalkaste, toonbanke, afskortings en los- en vaste binnetoebehore;

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

staalbouwerk, ook die aanbring van alle klasse staal- of ander metaalpilare, dwarsbalke, staalhoofbalke, of metaal in enige ander vorm, wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, ook skrynwerk, paneelwerk en polering en skuur daarvan, houtmasjienwerk, draai- en snywerk, aanbring van sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlatwerk, komposisievloer- en -muurbedekking, muurproppe insit, bedekking van hout met metaal, en bedekking van metaal met hout, blokkies- en ander soorte vloere; met inbegrip van hout, linoleum, rubber, rubberkomposisies, vloerbedekkings met kurk- of asfaltonderlaag, asook die skuur daarvan, bediening van 'n Mall and Biax of soortgelyke tipe draagbare draaiskuurskyf of buigbare sny-, afwerk- en poleermasjien, bekisting en/of bereiding van vorms of gietvorms vir beton, hetsy dit in die gebou of bouwerk aangebring word deur die persoon wat dit gemaak of voorberei het, of nie, met dien verstande egter dat die lê van linoleum deur 'n leweransier, wie se hoofbesigheid onder die kommersiële distribusiebedryf ressorteer, nie by hierdie woordoms krywing ingesluit word wanneer die lê van die linoleum, met die verskaffing daarvan gepaard gaan en nie deel uitmaak van die regstreekse koste vir die koper nie;

"los arbeider", 'n werknemer wat by dieselfde werkgever op hoogstens drie dae in enige enkele week in diens is op enigeen van die werksaamhede genoem in die woordoms krywing van "arbeider" in hierdie klousule;

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

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

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

- (a) Digging or taking out stone or soil for foundations, trenches, drains and channels;
- (b) removing excavated stone and soil;
- (c) shovelling materials into or removing them from mortar or concrete mixing machines and mixing mortar or concrete by hand with shovels;
- (d) loading or unloading materials;
- (e) carrying mortar, bricks, stone, concrete or other materials;
- (f) cleaning used bricks;
- (g) lime-washing of foundations and lime-washing and the use of tar or similar products on buildings and latrines occupied and to be used by Natives and/or rough timber such as floor joists and underside of ground floors;
- (h) chasing and cutting of walls and concrete floors for conduits, and drilling concrete;
- (i) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision of an artisan;
- (j) scaffold erecting under the constant supervision of a competent person referred to in clause 12 (4);
- (k) operating under the supervision of an artisan, a swing saw and stone polishing machinery (other than a mill and biax or similar type of portable spinner, flexible, cutting and finishing machine);
- (l) levelling concrete and operating a concrete vibrator under supervision as described in clause 12 (1);
- (m) threading of piping under the supervision of an artisan;
- (n) (i) removing plaster from steel or wood surfaces in new buildings prior to painting;
- (ii) washing down new galvanised surfaces with solutions provided brushes, blowlamps or paint removers are not used;
- (iii) removing rust and scale from iron or steel surfaces, provided no chemicals are used;
- (iv) cleaning down previously painted roofs including wirebrushing prior to repainting;
- (v) removing loose and flaking paint from gutters, downpipes, or other surfaces, provided a blow-lamp or paint remover is not used;
- (vi) assisting artisans in the cleaning or washing down of any surfaces, provided that no tools ordinarily employed by painters are used or artisans' work is done by the labourer;
- (vii) scraping and rubbing down previously lime-washed surfaces and not to include repairing of surfaces;
- (viii) sandpaper of a grade not finer than Oakey's No. Strong 2, or equivalent may be used for any of the above cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
- (o) assisting artisans wherever necessary, but not to perform skilled work;

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

- (1) operating a sandpapering or spinning machine on flooring;
- (2) operating a hoist, concrete or mortar mixer or any similar machine;

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

"piece-work" means 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;

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

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

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

"Raad", die Nywerheidsraad vir die Boubedryf, Durban, registreer ooreenkomstig klousule negentien van die Wet;

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, sluit in werk wat nie tydens die werkure voorgeskryf in klousule 9 (1), verrig kan word nie, en noodsaaklik is om die gesondheid of veiligheid van die publiek te verseker, of die voortsetting van 'n nywerheid, besigheid of onderneming, of enige werk wat as gevolg van oorsake soos brand, storms, oorstromings, ongelukke of geweldpleging, sonder versuim verrig moet word;

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

- (a) Klip of grond vir fondamente, slote, riole en kanale uitgrawe of uithaal;
- (b) uitgegraafde klip of grond verwyder;
- (c) materiaal in dagha- of betonmengmasjiene ingooi of daaruit verwyder, en dagha of beton met skopgrawe meng;
- (d) materiaal op- en aflaai;
- (e) dagha, stene, klip, beton of ander materiaal dra;
- (f) gebruikte stene skoonmaak;
- (g) fondamente afwit en teer of soortgelyke produkte smeer aan geboue of latrines wat deur Naturelle bewoon of gebruik word, en of aan ruwe hout soos vloerbalke en die onderkant van grondverdiepingsvloere;
- (h) groewe in mure en betonvloere vir pype uitbeitel en uitkap en gate in beton boor;
- (i) staalversterkings met draad vasbind en sulke versterkings onder toesig van 'n ambagsman sny, buig, aanmeekaarsit, oprig en vassit;
- (j) steiers onder voortdurende toesig van 'n bevoegde persoon oprig soos omskryf in klousule 4 (1) (e);
- (k) hangsaie en klippoleermasjiene (uitgesonderd 'n Mall and Biax of soortgelyke draagbare draaiskuurskyf of buigbare sny- en afwerkmasjiene) onder toesig van 'n ambagsman bedien;
- (l) beton gelykmaak en betontriller onder toesig, bedien soos omskryf in klousule 12 (1);
- (m) skroefdraad onder toesig van 'n ambagsman in pype sny;
- (n) (i) pleister van staal- of houtoppervlaktes in nuwe geboue verwyder voordat daar geverf word;
- (ii) nuwe gegalvaniseerde oppervlaktes met oplossings was; met dien verstande dat borsels, soldeerlampe en verfbytmiddels nie gebruik word nie;
- (iii) roes en skilfers van yster- of staaloppervlaktes verwyder; met dien verstande dat geen chemikalieë gebruik word nie;
- (iv) geverfde dakke skoonmaak, ook met die gebruik van draadborsels, voordat hulle weer geverf word;
- (v) los en geskilferde verf van geute, geutpype of ander oppervlaktes verwyder; met dien verstande dat daar nie 'n soldeerlamp of verfverwydermiddel gebruik word nie;
- (vi) ambagsmanne help met die afwas of skoonmaak van oppervlaktes; met dien verstande dat geen gereedskap gebruik word wat gewoonlik deur skilders gebruik word of ambagsmanwerk deur die arbeider verrig word nie;
- (vii) skraap en afvryf van oppervlaktes wat tevore afgewit was, uitgesonderd die herstel van die oppervlaktes;
- (viii) skuurpapier hoogstens so fyn as Oakey's No. Strong 2 of 'n gelykstaande fynheid mag vir enigeen van bogenoemde skoonmaakwerk gebruik word, maar geen borsels, uitgesonderd skropborsels of draadborsels nie;

(o) waar nodig, hulp verleen aan vakmanna, uitgesonderd die verrigting van geskoolde werk;

"werkmán", 'n werknemer wat uitsluitlik of hoofsaaklik in een of meer van die volgende werksaamhede besig is:—

- (1) Bediening van 'n skuurmasjiene of draaiskuurskyf op vloere;
- (2) Bediening van 'n hystoestel, beton- of daghamenger, of soortgelyke masjiene;

"oortyd", alle tyd gewerk, bo die ure in klousule 9 (1) vasgestel;

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

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

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

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

"trainee" means an employee serving a period of training in terms of the provisions of the Trainnig of Artisans Act, No. 38 of 1951;

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

"working employer" means any employer or partner in a partnership who himself performs work similar to that carried out by employees in the Industry, and shall include the Director of a Company registered in terms of clause 18;

4. WAGES.

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

	Per Hour. s. d.
(a) Labourers—	
(i) with less than twelve consecutive months' service with one employer.	0 8½
(ii) with more than twelve consecutive months' service with one employer ...	0 9
(b) Drivers of mechanical vehicles with a carrying capacity—	
(i) up to and including 3 tons ...	1 8
(ii) over 3 tons up to and including 5 tons ...	1 9½
(iii) over 5 tons up to and including 7 tons ...	2 1
(iv) over 7 tons ...	2 7
(c) Operatives—	
(i) operator of a sandpapering and spinning machine on flooring ...	2 0
(ii) operator of a hoist, concrete or mortar mixer or any similar machine	1 0
(d) Minors—	
during the probationary period allowed under the Apprenticeship Act, 1944, the rate laid down for first-year apprentices—	
(e) Employees in all other trades, excluding apprentices, plus Consolidated portion of cost of living allowance ...	3 9 1 0 4 9

(The amount of 1s. included in the consolidated wage rate of 4s. 9d. per hour shall continue to count as cost of living allowance for the purpose of—

- War Measure No. 43 of 1942, as amended from time to time; and
- any substitute or amending legislation which may either enforce consolidation up to a stated amount or replace War Measure No. 43 of 1942).

(f) Casual labourer ... 0 9

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

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

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

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

- classified as dangerous in any statute, provincial ordinance, municipal by-laws or in any regulations relating to the Building Industry and operative in any area in which such work is performed;
- performed at a height of more than 30 feet from ground level on or from a swinging scaffold, boatswain's chair, or on a roof or extension ladder, on a building or structure (other than a new building or structure in course of erection) in connection with the renovation, alteration, repair or maintenance of such building or structure, the erection of illuminations or the hanging of bunting;
- performed on an independent chimney or steel stack at a height of more than 30 feet from ground level;
- performed in old sewers.

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

"kwekeling", 'n werknemer wat 'n opleidingstyd uitdien ooreenkomstig die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951;

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

"werkende werkgewer" of "vennoot", 'n werkgewer of vennoot in 'n vennootskap wat self werk verrig soos dié wat deur werknemers in die nywerheid gedoen word, en sluit in die direkteur van 'n maatskappy wat volgens klousule 18 geregistreer is.

4. LONE.

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

	Per uur. s. d.
(a) Arbeiders—	
(i) met minder as 12 opeenvolgende maande diens by een werkgewer ...	0 8½
(ii) met meer as 12 opeenvolgende maande diens by een werkgewer ...	0 9
(b) Bestuurders van meganiese voertuie met 'n dravermoë van—	
(i) tot en met 3 ton ...	1 8
(ii) bo 3 ton en met 5 ton ...	1 9½
(iii) bo 5 ton en met 7 ton ...	2 1
(iv) bo 7 ton ...	2 7
(c) Werkmanne—	
(i) bediener van 'n skuurmasiën en 'n draaiskuurskyf op vloere ...	2 0
(ii) bediener van 'n hystoestel, beton- of daghamenger of 'n soortgelyke masjiën	1 0
(d) Minderjariges—	
gedurende die proeftyd, toegestaan kragtens die Wet op Vakleerlinge, 1944, die loon daarin voorgeskryf vir vakleerlinge in hul eerste jaar—	
(e) Werknemers in alle ander ambagte, uitgesonderd vakleerlinge; plus gekonsolideerde deel van lewenskostoelae ...	3 9 1 0 4 9

(Die bedrag van 1s. wat in die gekonsolideerde tarief van 4s. 9d. per uur ingesluit is, sal steeds as lewenskostoelae getel word vir die doel van—

- Oorlogsmaatreël No. 43 van 1942 soos van tyd tot tyd gewysig; en
- enige plaasvervangende of wysigende wetgewing wat of konsolidasie kan verplig tot en met 'n bepaalde bedrag of wat Oorlogsmaatreël No. 43 van 1942 kan vervang).

(f) Los arbeiders ... 0 9

(2) *Differensiële loonskale.*—'n Werknemer wat op enige dag langer as één uur, altesaam, twee of meer soorte werk verrig waarvoor verskillende lone betaalbaar is, soos voorgeskryf in subklousule (1) van hierdie klousule, moet betaal word teen die hoër of hoogste loon vir al die ure wat hy op daardie dag gewerk het.

(3) *Besoldiging vir skofwerk.*—'n Werknemer wat enige skofwerk verrig, uitgesonderd binne die werkure voorgeskryf in klousule 9 (1), moet betaal word teen die loon vasgestel in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas, plus 10 persent.

(4) *Besoldiging vir gevaarlike werk.*—Benewens die loon vasgestel in subklousule (1) van hierdie klousule, moet 'n werknemer minstens 10 persent van sodanige loon betaal word ten opsigte van elke uur of gedeelte van 'n uur waarin hy gevaarlike werk verrig. Vir die doel van hierdie subklousule, beteken "gevaarlike werk", enige werk—

- gekwaliifiseer as gevaarlik in enige statuut, provinsiale ordonnansie, munisipale regulasies of enige verordening ten opsigte van die bounywerheid en van toepassing op enige gebied waarin sodanige werk verrig word;
- verrig op 'n hoogte van meer as 30 voet van die grondoppervlakte af, op of van 'n hangsteie, hangstoel of op 'n dak of skuifloor op 'n gebou of bouwerk (uitgesonderd 'n nuwe gebou of bouwerk tydens oprigting), in verband met dié vernuwing, verandering, reparasie of onderhoud van sodanige gebou of bouwerk, dié oprigting van ligte of dié ophang van vlae;
- verrig aan 'n losstaande skoorsteen of staalskaorsteenbandel op 'n hoogte van meer as 30 voet bokant dié grondoppervlakte;
- verrig in ou riole.

(5) *Opskorting van werk weens ongunstige weer.*—'n Werknemer mag die diens van 'n werknemer opskort weens ongunstige weer en is nie vir die betaling van besoldiging tydens sodanige opskorting aanspreeklik nie.

5. COST OF LIVING ALLOWANCE.

(1) An employer shall pay to each of his employees for whom wages are prescribed in clause 4 (1) (e) a cost of living allowance of 2s. 10d. per hour in addition to such wages; provided that—

- (a) such cost of living allowance shall be subject to automatic revision to take effect from the 1st day of January of each year during which this Agreement is in force, and shall be increased or decreased, as the case may be, by one penny per hour for every completed 2 points by which the monthly average of the Retail Price Index Number for all items, published by the Director of Census and Statistics in the Census Monthly Price Release Statement in respect of Durban, compared with itself in 1938, for the preceding twelve months ending on the 30th September, is greater or less than the figure 208;
- (b) in the event of the cost of living allowance payable in terms of this sub-clause falling to 3d. per hour or less, an amount of 3d. shall be added to the basic wage, and if thereafter a cost of living allowance in excess of 3d. per hour becomes payable, the amount thereof shall be reduced by 3d. per hour.

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

(3) Subject to the provisions of clause 9 (5) the cost of living allowances prescribed in this clause shall be payable only in respect of the hours of work prescribed in clause 9 (1).

6. PROHIBITION OF PIECE-WORK AND TASK-WORK AND LABOUR-ONLY CONTRACTS.

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

(2) Notwithstanding the provisions of sub-clause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 5, 9, 22 and 24, or any other agreement entered into between the parties, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in sub-clauses (3) and (4) hereunder; provided further that apprentices shall not be allowed to participate in such incentive scheme.

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

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

(5) (a) No employer shall give out work on a labour-only basis;

(b) No employee shall perform work on such a basis.

7. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Labourers:—*

(a) All remuneration due to an employee, other than a casual labourer, shall be paid in cash weekly not later than the normal finishing time on Friday or on termination of employment if this takes place before the ordinary pay day of the employee; provided that—

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

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

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

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

- (a) Deductions referred to in clauses 17, 23 and 24;
- (b) with the written consent of his employee, a deduction for sick benefit, insurance, savings, provident or pension funds or subscriptions to a trade union;

5. LEWENSKOSTETOELAE.

(1) 'n Werkgewer moet aan elke van sy werknemers vir wie lone in klousule 4 (1) (e) voorgeskryf is, 'n lewenskostetoelae van 2s. 10d. per uur betaal, bo en behalwe sodanige loon, met dien verstande dat—

- (a) sodanige lewenskostetoelae onderhewig sal wees aan 'n outomatiese hersiening met ingang vanaf die 1ste dag van Januarie van elke jaar waarin hierdie Ooreenkoms van krag is, en verhoging of vermindering sal ondergaan, na gelang van omstandighede, met een pennie per uur vir elke voltooië twee punte waarvolgens die maandelikse gemiddelde van die kleinhandelprysindekssyfer vir alle items soos gepubliseer deur die Direkteur van Sensus en Statistiek in die maandelikse persverklarings ten opsigte van Durban, vergeleke met homself in 1938, vir die voorafgaande twaalf maande, eindigende 30 September, meer of minder as die syfer 208 is;

(b) ingeval die lewenskostetoelae betaalbaar kragtens hierdie subklousule daal tot 3d. per uur of nog laer, moet 'n bedrag van 3d. by die basiese loon gevoeg word, en indien 'n lewenskostetoelae van meer as 3d. per uur daarna betaalbaar is, moet die bedrag daarvan met 3d. per uur verminder word.

(2) Alle ander werknemers moet die lewenskostetoelae betaal word wat kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, voorgeskryf word.

(3) Behoudens die bepalings van klousule 9 (5), is die lewenskostetoelae voorgeskryf in hierdie klousule, betaalbaar slegs ten opsigte van die ure wat in klousule 9 (1) vasgestel is.

6. VERBOD OP STUKWERK, TAAKWERK EN KONTRAKTE SLEGS VIR ARBEID.

(1) Die uitgee van stukwerk deur werkgewers en die verrigting daarvan deur werknemers op 'n stukwerkbasis, of enige betalingstelsel waarvolgens die werknemer se verdienste afhang van die hoeveelheid of omvang van verrigte werk, is verbode. Hierdie klousule is van toepassing selfs waar die werknemer 'n klein gedeelte van die nodige materiaal of installasie verskaf.

(2) Ondanks subklousule (1) en onderhewig aan die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop by ingevolge klousules 4, 5, 9, 22 en 24 of 'n ander ooreenkoms tussen die partye, geregtig is nie, kan 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid werk wat hy doen, met dien verstande dat so 'n stelsel slegs in die vorm van 'n aanspooringstelsel toegelaat word waarvan die voorwaardes vasgestel is soos in subklousules (3) en (4) hieronder voorgeskryf word; voorts met dien verstande dat vakleerlinge nie aan 'n aanspooringstelsel mag deelneem nie.

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

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

(5) (a) Geen werkgewer mag werk uitgee op 'n kontrak slegs vir arbeid nie.

(b) Geen werknemer mag werk op dié basis verrig nie.

7. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los arbeiders:—*

(a) Alle besoldiging aan 'n werknemer verskuldig, uitgesonderd aan 'n los arbeider, moet weekliks in kontant betaal word op Vrydag, op of voor die gewone sluitingstyd, of by beëindiging van diens indien dit geskied voor die gewone betaaldag van die werknemer, met dien verstande dat—

- (i) betaling op 'n dag voor Vrydag gedoen kan word mits die werkgewer en werknemer akkoord gaan en die Raad van sodanige wysiging skriftelik deur die werkgewer in kennis gestel is;
- (ii) wanneer Vrydag 'n vakansiedag in die bounywerheid is, moet betaling op die vorige Donderdag gedoen word.

(b) Alle besoldiging verskuldig aan 'n werknemer moet in 'n verseëld koevert of ander houer wees, waarop die naam en adres van beide werkgewer en werknemer asook 'n staat met die getal ure en oortyd gewerk, die lone, lewenskostetoelae betaalbaar, aftrekkings (indien gedoen), die ingeslote bedrag en die datum van betaling voorkom.

(2) *Los arbeiders.*—Besoldiging verskuldig aan 'n los arbeider moet in kontant by beëindiging van diens betaal word.

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

- (a) Aftrekkings, genoem in klousules 17, 23 en 24;
- (b) met die skriftelike toestemming van sy werknemer, 'n aftrekking ten opsigte van 'n siekte-, bystands-, lewensversekerings-, spaar-, voorsorgs- of pensioenfonds, asook bydraes tot 'n vakvereniging;

- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- (d) when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

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

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

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

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

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

(3) Time spent in travelling shall be outside the hours of work prescribed in clause 9 (1).

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

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

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

(1) *Ordinary Hours of Work*.—Subject to the provisions of sub-clauses (3) and (4), an employer shall not require or permit an employee to work, nor shall a working employer or an employee work—

- (a) on a Saturday or a Sunday;
- (b) for more than five days in any one week—Monday to Friday;

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

- (i) for more than 40 hours in any one week or for more than 8 hours in any one day;
- (ii) before 8 a.m. or after 5 p.m.

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

- (i) for more than 42 hours in any one week or for more than 8 hours 24 minutes in any one day;
- (ii) before 7.30 a.m. or after 5.15 p.m.

(e) for a continuous period of more than five hours in any one day without an uninterrupted interval of at least half an hour.

(2) (a) No employee whilst in the employ of an employer, and no working employer shall, for remuneration or not, solicit, undertake or perform building work as ordinarily undertaken by the building industry—

- (i) outside the hours prescribed in clause 9 (1);
- (ii) on a Saturday or a Sunday;
- (iii) on or during the holiday periods prescribed in terms of clause 21 (1);
- (iv) on or during the public holidays prescribed in terms of clause 21 (2);

(b) No employee shall solicit or undertake orders for or undertake or perform work in the building industry for gain other than for his employer.

(3) *Shift Work*.

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

(c) bydraes wat die werkgewer volgens wet of bevel van enige bevoegde Hof of toegelaat word om te betaal.

(d) indien 'n werknemer toestem of verplig word, kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelingswet, 1911, om losies en/of inwoning van sy werknemer aan te neem, 'n korting wat nie die onderstaande te bowe gaan nie:—

	Per Week.	Per Maand.
	s. d.	£ s. d.
Losies	4 0	0 17 4
Inwoning	2 0	0 8 8
Losies en inwoning	6 0	1 6 0

(4) *Premies*.—Geen betaling mag gedoen of deur 'n werkgewer aangeneem word, direk of indirek, ten opsigte van die werk of opleiding van 'n werknemer nie.

8. REISTOELAE, VERVOER, REISTYD EN SLAAPGERIEWE.

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

(2) 'n Werkgewer is daarop geregtig om voorsiening te maak of om te betaal vir vervoer op die heen- en terugreis in plaas van die vervoertoeleae wat betaalbaar kan wees ooreenkomstig subklousule (1) van hierdie klousule. Vervoer per trein moet per tweedeklas-kaartjie geskied.

(3) Tyd waarin reise afgelê word, is nie ingesluit in die werkure wat in klousule 9 (1) voorgeskryf is nie.

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

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

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

(1) *Gewone Werkure*.—Behoudens die bepalinge van subklousules (3) en (4) mag 'n werkgewer nie van 'n werkgewer vereis of hom toelaat om soos volg te werk nie en mag geen werknemer of werkende werkgewer aldus werk nie—

- (a) op 'n Saterdag of 'n Sondag;
- (b) meer as vyf dae in 'n week—van Maandag tot Vrydag;
- (c) in die geval van werkende werkgewers en werknemers vir wie lone in klousule 4 (1) (d) en klousule 4 (1) (e) voorgeskryf is—
- (i) meer as 40 uur per week of meer as 8 uur per dag;
- (ii) voor 8 uur vm. of na 5 uur nm.

(d) in die geval van werknemers, uitgesonderd dié genoem in paragraaf (c) van hierdie subklousule—

- (i) meer as 42 uur per week of 8 uur 24 minute per dag;
- (ii) voor 7.30 vm. of na 5.15 nm.

(e) 'n ononderbroke tydperk van meer as vyf uur op enige dag sonder 'n ononderbroke pouse van minstens 'n halfuur.

(2) (a) Geen werknemer mag gedurende die tyd wat hy by 'n werkgewer in diens is, en geen werkende werkgewer mag, vir besoldiging of nie, enige bouwerk soos gewoonlik in die boubedryf onderneem word, solisiteer onderneem of verrig nie—

- (i) buite die ure wat in klousule 9 (1) voorgeskryf word;
- (ii) op 'n Saterdag of 'n Sondag;
- (iii) gedurende die verloftydperke wat in klousule 21 (1) voorgeskryf word;
- (iv) op of gedurende die openbare vakansiedae wat in klousule 21 (2) voorgeskryf word.

(b) Geen werknemer mag bestellings vir werk in die boubedryf vir wins, uitgesonderd vir sy werkgewer, vra of onderneem of werk daarin onderneem of verrig nie.

(3) *Skofwerk*.

(a) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk met dien verstande dat geen werknemer meer as een skof tydens 'n tydperk van 24 uur mag werk nie, behalve kragtens die voorwaardes voorgeskryf in subklousule (5) van hierdie klousule; en voorts met dien verstande dat een van sodanige skofte gewerk moet word binne 'n tydperk voorgeskryf in subklousule (1) van hierdie klousule vir die klasse of klasse werknemers wat daarin genoem is.

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

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

(4) *Overtime.*

(a) An employer may permit an employee to work overtime for a period not exceeding one hour daily on Mondays to Fridays (inclusive) provided that the Council has been notified in advance by an employer in writing of his intention to work such overtime; provided further that the Council shall have the right to modify the provisions of this paragraph by means of an amending Agreement in terms of section 48 of the Act.

(b) Save as provided in paragraph (a), an employer shall not require or permit overtime to be worked except—

(i) with the permission of the Council, application for which shall be lodged with the Council in writing before 12 noon, on the business day on which such overtime is to be worked or, in the case of work to be performed on a Saturday or a Sunday, before 12 noon on the Thursday preceding. The applicant shall state—

(aa) his name and address;

(bb) the nature of the work to be executed;

(cc) the place where, the date on which and the times when it is to be commenced and completed;

(dd) the number and categories of employees involved;

(ee) the reasons why it should be executed outside the hours prescribed in sub-clause (1) of this clause.

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

(aa) his name and address;

(bb) the nature of the work executed;

(cc) the place where, the date on which and the times when it was commenced and completed;

(dd) the number and categories of employees involved;

(ee) the reason why permission was not applied for in terms of sub-paragraph (ii);

(5) *Payment for Overtime.*—An employee who is required or permitted to work overtime shall be paid—

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

(i) either one and a half times the rate of wages prescribed for an employee of his category in terms of clause 4 for each hour or part of an hour; or a rate comprised of the total hourly rates prescribed for an employee of his category in terms of clauses 4 (1) (e), 5 and 22 (3) (a) (i.e. basic wage, cost of living allowance and holiday pay) for each hour or part of an hour so worked (whichever of the two such alternative methods of computation is more favourable to the employee concerned), in respect of—

(aa) the first two hours overtime worked daily between Monday and Friday;

(bb) the first four hours worked before noon on Saturday, where overtime has not been worked on the Friday immediately preceding;

(ii) double the rate of wages prescribed for an employee of his category in terms of clause 4 for each hour or part of an hour in respect of—

(aa) all overtime worked in excess of two hours daily between Monday and Friday;

(bb) all time worked prior to noon on Saturday where overtime has been worked on the Friday immediately preceding;

(cc) all time worked on Sundays and the holidays prescribed in terms of clause 21;

(dd) all time worked after noon on Saturdays;

(b) in the case of employees other than those for whom wages are prescribed in terms of clause 4 (1) (e)—

(i) one and a half times the rate of wages prescribed for an employee of his category in terms of clause 4 for each hour or part of an hour in respect of—

(aa) the first two hours overtime worked daily between Monday and Friday;

(bb) the first four hours worked before noon on Saturday, where overtime has not been worked on the Friday immediately preceding;

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

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

(4) *Oortyd.*

(a) 'n Werkgewer mag 'n werknemer toelaat om oortyd vir 'n tydperk van hoogstens één uur daaglik op Maandag tot en met Vrydag te werk, met dien verstande dat die Raad vooraf deur 'n werkgewer in kennis gestel is dat hy voornemens is om sodanige oortyd te werk; met dien verstande dat die Raad die bevoegdheid het om die voorwaardes van hierdie paragraaf te wysig deur middel van 'n gewysigde ooreenkoms kragtens artikel agt-en-veertig van die Wet.

(b) Behalwe soos in paragraaf (a) bepaal mag 'n werkgewer nie vereis of toelaat dat oortyd gewerk word nie, uitgesonderd—

(i) met toestemming van die Raad waarvoor aansoek skriftelik by die Raad gedoen moet word voor 12 middag op die besigheidsdag waarop sodanige oortyd gewerk sal word, of, in die geval van oortyd wat op 'n Saterdag of 'n Sondag gewerk sal word, voor 12 middag op die voorafgaande Donderdag. Die applikant moet die volgende noem—

(aa) sy naam en adres;

(bb) die aard van die werk wat gedoen moet word;

(cc) die plek waar, die datum waarop en die tye wanneer dit begin en voltooi moet word;

(dd) die getal en kategorieë van die betrokke werknemers;

(ee) die redes waarom dit buite die ure voorgeskryf in subklousule (1), gedoen moet word.

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

(aa) sy naam en adres;

(bb) die aard van die werk wat gedoen is;

(cc) die plek waar, die datum waarop en die tye waarop dit begin en voltooi is;

(dd) die getal en kategorieë van die betrokke werknemers;

(ee) die redes waarom daar nie aansoek om toestemming ingevolge subparagraaf (i) gedoen is nie.

(5) *Betaling vir Oortyd.*—Aan 'n werknemer van wie geëis of wat toegelaat word om oortyd te werk, moet betaal word—

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

(i) of een en 'n halfmaal die loonskaal voorgeskryf vir 'n werknemer van sy kategorie, ooreenkomstig klousule 4 vir elke uur of gedeelte van 'n uur of 'n tarief bestaande uit die totale uurskale voorgeskryf vir 'n werknemer van sy kategorie kragtens klousules 4 (1) (e), 5 en 22 (3) (a) vir elke uur of gedeelte van 'n uur so gewerk (watter van die twee maniere van berekening ook al die gunstigste is vir die betrokke werknemer), ten opsigte van—

(aa) die eerste twee uur oortyd daaglik gewerk tussen Maandag en Vrydag;

(bb) die eerste vier uur gewerk voor middag op Saterdag, indien oortyd nie op die onmiddellik voorafgaande Vrydag gewerk is nie;

(ii) teen dubbel die loonskaal voorgeskryf vir 'n werknemer van sy kategorie ooreenkomstig klousule 4 vir elke uur of gedeelte van 'n uur ten opsigte van—

(aa) alle oortyd gewerk wat meer is as twee uur per dag tussen Maandag en Vrydag;

(bb) alle tyd gewerk voor middag op Saterdag indien oortyd gewerk is op die onmiddellik voorafgaande Vrydag;

(cc) alle tyd gewerk op Sondag en die vakansie voorgeskryf kragtens klousule 21;

(dd) alle tyd gewerk ná middag op Saterdag.

(b) In die geval van ander werknemers as dié vir wie lone ooreenkomstig klousule 4 (1) (e) voorgeskryf is—

(i) een en 'n halfmaal die loonskaal voorgeskryf vir 'n werknemer van sy kategorie kragtens klousule 4 vir elke uur of gedeelte van 'n uur ten opsigte van—

(aa) die eerste twee uur oortyd daaglik gewerk tussen Maandag en Vrydag;

(bb) die eerste vier uur gewerk voor middag op Saterdag indien oortyd nie op die onmiddellik voorafgaande Vrydag gewerk is nie;

- (ii) double the rate of wages prescribed for an employee of his category in terms of clause 4 in respect of—
 - (aa) all overtime worked in excess of two hours daily between Monday and Friday;
 - (bb) all time worked prior to noon on Saturday where overtime has been worked on the Friday immediately preceding;
 - (cc) all time worked on Sundays and the holidays prescribed in terms of clause 21;
 - (dd) all time worked after noon on Saturdays.

10. TERMINATION OF EMPLOYMENT.

(1) No notice of termination of employment shall be required unless the employee concerned has worked for at least three consecutive days with the same employer.

(2) Subject to—

- (a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or
- (b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided herein;

an employer desirous of terminating the employment of an employee and an employee desirous of terminating an engagement with an employer shall give, in the case of carpenters and joiners, not less than two hours' notice and, in the case of other employees, not less than one hour's notice of such termination of employment to the employer or the employee, as the case may be, on any working day.

(3) The minimum period of such notice shall become operative at the commencement of the last two hours or one hour, as the case may be, before finishing time on the day in respect of which notice is given; provided that—

- (a) an employer who gives notice to an employee for whom wages are prescribed in clause 4 (1) (c) shall allow such employee to put his tools in working order during the minimum period of such notice, except in the case of an employee who has worked for less than five days;
- (b) an employee who gives notice to an employer shall work during the minimum period of such notice at the work for which he was engaged;
- (c) an employee who requires payment of wages due to be made on termination of employment shall give his notice to the employer at the normal starting time on the day of such termination.

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

(1) An employer shall—

- (a) provide a suitable place on every job for locking up employees' tools; provided that this paragraph shall not apply to jobbing work;
- (b) be responsible for keeping lock-ups properly and/or securely locked outside normal working hours;
- (c) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups or workshops due to fire, and such tools shall be insured by an employer against such loss or damage; provided that the total liability of an employer shall not exceed seventy-five pounds (£75) in respect of tools belonging to any one employee;
- (d) wherever possible, in the opinion of the Council, provide suitable accommodation—separate from storerooms for materials—for employees to partake of meals whilst on the job;

(2) If an employer—

- (a) fails to provide or maintain a lock-up in terms of sub-clause (1) (a) and 1 (b); or
 - (b) fails to insure the tools of an employee against loss by fire in terms of sub-clause 1 (c),
- such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools.

(3) An employee wishing to claim compensation from his employer for lost tools, shall lodge a written application with the Council in such form as the Council may determine; provided that no application shall be considered by the Council unless an applicant has—

- (a) prior to the loss furnished the employer with a written inventory of the tools placed in the lock-up concerned;
- (b) reported the loss of his tools to the Police as soon as practicable; or
- (c) supplied the Council with such relevant information as the Council may require.

(4) The provisions of sub-clause (2) in relation to the loss of tools—other than the loss of tools by fire—shall not apply in respect of an employee unless such tools are stored in a tool-box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools; provided that—

- (a) the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature, shall be deemed to be in compliance with the requirements of this clause; and

- (ii) dubbel die loonskale voorgeskryf vir 'n werknemer van sy kategorie ooreenkomstig klousule 4 ten opsigte van—

- (aa) alle oortyd gewerk wat meer is as twee uur daaglik tussen Maandag en Vrydag;
- (bb) alle tyd gewerk voor middag op Saterdag indien oortyd gewerk is op die onmiddellik voorafgaande Vrydag;
- (cc) alle tyd gewerk op Sondag en die vakansiedae voorgeskryf ooreenkomstig klousule 21;
- (dd) alle tyd gewerk na middag op Saterdag.

10. DIENSBEÏNDIGING.

(1) Geen diensopsegging is nodig nie, tensy die betrokke werknemer drie agtereenvolgende dae vir dieselfde werkgever gewerk het.

(2) Behoudens—

- (a) die reg van 'n werkgever of 'n werknemer om diens om enige goeie rede, wat by wet as voldoende beskou word, sonder kennisgewing te beëindig; of
- (b) die bepaling van 'n skriftelike ooreenkoms tussen werkgever en werknemer wat 'n tydperk bepaal wat langer is as dié in hierdie Ooreenkoms vasgestel;

moet 'n werkgever wat die diens van 'n werknemer wil beëindig en 'n werknemer wat 'n dienskontrak wil beëindig, in die geval van timmermans of skrynwerkers, minstens twee uur en in die geval van ander werknemers, minstens één uur kennis van diensbeëindiging gee.

(3) Die minimum tydperk van sodanige kennisgewing tree in werking aan die begin van die laaste twee uur of van die laaste uur voor sluitingstyd, na gelang van die geval, op enige werkdag; met dien verstande dat—

- (a) 'n werkgever wat aan 'n werknemer kennis gee vir wie lone kragtens klousule 4 (1) (c) voorgeskryf word, sodanige werknemer moet toelaat om sy gereedskap gedurende die minimum tydperk van sodanige kennisgewing van 'n werknemer wat minder as vyf dae gewerk het;
- (b) 'n werknemer wat 'n werkgever kennis gee, moet steeds gedurende die minimum tydperk van sodanige kennisgewing die werk verrig waarvoor hy in diens geneem is;
- (c) 'n werknemer wat verlang dat die loon aan hom verskuldig is, by beëindiging van sy diens aan hom betaal moet word, moet sy werkgever kennis gee op die gewone aanvangstyd op die dag van sodanige beëindiging.

11. BEREPEK, VERANTWOORDELIKHEID VIR VERLIES, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP.

(1) 'n Werkgever moet—

- (a) by alle werk voorsiening maak vir 'n behoorlike plek waar werknemers se gereedskap agter slot gehou kan word; met dien verstande dat hierdie paragraaf nie op stukwerk van toepassing is nie;
- (b) verantwoordelik wees dat die toesluitplekke buite gewone werkure behoorlik en/of veilig gesluit is;
- (c) aanspreeklik wees vir enige verlies of skade weens brand aan gereedskap, wat die eiendom van 'n werknemer is, in skure, toesluitplekke of werkplekke en sodanige gereedskap moet deur 'n werkgever teen sodanige verlies of beskadiging verseker word; met dien verstande dat die algehele aanspreeklikheid van 'n werkgever nie £75 (vyf-en-sewentig pond) oorskry nie ten opsigte van gereedskap wat aan 'n werknemer behoort;

(d) oral waar moontlik na die mening van die Raad, geskikte akkommodasie verskaf—weg van pakkamers vir materiaal—ten behoeve van werknemers om maaltye te kan geniet terwyl hulle daar werksaam is.

(2) As 'n werkgever—

- (a) versuim om 'n toesluitplek te verskaf of in stand te hou ingevolge subklousule (1) (a) en (1) (b); of
- (b) versuim om 'n werknemer se gereedskap teen verlies weens brand te verseker ooreenkomstig subklousule 1 (c), is die werkgever vir die verlies aanspreeklik as die werknemer sy gereedskap as gevolg van die versuim verloor.

(3) Indien 'n werknemer vergoeding van sy werkgever vir verlore gereedskap wil eis, moet hy 'n skriftelike aansoek aan die Raad rig in die vorm wat deur die Raad vasgestel word; met dien verstande dat geen aansoek deur die Raad in aanmerking geneem sal word nie tensy die aansoeker—

- (a) voor die verlies die werkgever voorsien het van 'n skriftelike inventaris van die gereedskap wat in die betrokke opsluitplek geplaas was;
- (b) die verlies van sy gereedskap by die polisie so gou doenlik aangemeld het;
- (c) die Raad in dié verband voorsien het van die inligting wat die Raad nodig het.

(4) Die bepaling van subklousule (2) met betrekking tot die verlies van gereedskap—uitgesonderd weens brand—is nie van toepassing nie tensy sodanige gereedskap in 'n gereedskapplek geplaas is wat veilig gesluit kan word, en die kiste te alle tye behoorlik gesluit gehou word, behalwe wanneer 'n werknemer eie gereedskap wil bykom; met dien verstande dat—

- (a) daar beskou word dat aan hierdie bepaling voldoen wanneer gereedskap wat weens lengte, grootte, fatsoen of 'n dergelike kenmerk nie gewoonlik in kiste gehou word nie, los in die toesluitplek geplaas word; en

(b) in the event of such tools being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of sub-clause (2).

(5) Subject to the foregoing provisions, an employee shall be responsible for placing his tools in a tool-box and for keeping such tool-box properly locked.

(6) The decision of the Council under the provisions of this clause in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee for tools lost by fire or any other cause shall be final.

(7) An employer shall provide 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.

(8) An employer shall provide in the case of—

(a) *Asphalters*.—Rollers, brushes and straightedges.

(b) *Bricklayers*.

(i) All cutting tools used for cutting silica bricks or any kind of brick of similar hardness.

(ii) Cutting tools used for reinforced concrete.

(iii) A competent toolsmith or suitable means and equipment for sharpening tools.

(c) *Carpenters*.—All cramps, hand screws, glue-brushes, wrenches, crowbars, augers and bits over 12 inches long, and all hammers 3 lb. and over, and all saws and/or tools used for cutting corrugated asbestos or other material of similar hardness.

(d) *Masons and Stone-cutters*.

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

(ii) A competent toolsmith to sharpen all tools.

(e) *Painters and Paperhangers*.—All tools except putty knives, dusters and paperhangers' brushes and scissors.

(f) *Plasterers*.—Mortar boards and stands of suitable height, rollers, straightedges and all tools exclusively used for laying granolithic.

(g) *Plumbers and Gasfitters*.

(i) Machines used in a workshop or on a job.

(ii) Stake and rivetting bars and drills of all sizes.

(iii) Screwing tackle, such as stocks, dies, taps and ratches.

(iv) Pipe-cutting tools and vices.

(v) Special and heavy caulking irons and firepots.

(vi) Metal pots and large ladles.

(vii) Chisels, punches and wall pins over 9 inches in length.

(viii) Soldering irons and blow lamps.

(ix) Files and hacksaw blades.

(x) Mandrills over two inches in diameter.

(xi) Rivet sets from No. 12 rivet and over, and grooving tools;

(xii) Sheetmetal workers' mallets and heavy dressers.

(xiii) Punches over $\frac{1}{4}$ inch in diameter, hollow or solid.

(xiv) Wrenches and tongs over 18 inches in length.

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

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

(1) *Concrete Works*.—An employer shall employ an employee, at a rate not less than the wages prescribed in clause 4. (1) (e) who shall be continuously employed whilst concrete is being placed in situ, and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(2) *Joinery*.

(a) An employer shall not utilise in the erection of buildings or structures within the area to which this Agreement relates, joinery made for erection in a particular building and which has been manufactured or prepared in any area in the Union of South Africa, in which a scale of wages for the work involved in such operation or process is lower than that laid down for such work in any statutory wage regulating instrument applicable to the industry in that area or in the absence of any such instrument in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.

(b) (i) All joinery made within the area to which this Agreement relates shall be marked or stamped in such a manner or form as the Council may from time to time determine;

(ii) an employer shall not utilise in the erection of buildings or structures, joinery made for erection in a particular building which is not so marked or stamped.

(b) indien 'n werknemer die gereedskap weens diefstal verloor, verbeur hy nie sy regte en voorregte ingevolge subklousule (2) omdat hy dit nie in 'n kis toegesluit het nie.

(5) Behoudens bostaande voorbehoud is die werknemer daarvoor verantwoordelik om sy gereedskap in 'n kis te plaas en die kis behoorlik gesluit te hou.

(6) Die beslissing van die Raad ooreenkomstig hierdie klousule en met betrekking tot die bedrag van enige vergoeding wat deur 'n werkgewer betaal moet word aan 'n werknemer wat sy gereedskap deur brand of enige ander oorsaak verloor het, sal afdoende wees.

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

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

(a) *Asfaltwerkers*.—Rollers, kwaste en reihoute.

(b) *Messelaars*.—

(i) alle snygereedskap vir die sny, van silikastene of enige ander baksteen van dieselfde hardheid;

(ii) snygereedskap om versterkte beton mee te sny;

(iii) 'n bevoegde gereedskapsmid of geskikte middels en toerusting vir die slyp van gereedskap.

(c) *Timmermans*.—Alle klemme, handskroewe, lymkwaste, skroefslutels, koeverte, handbore en boorysters langer as 12 duim en hamers swaarder as 3 lb., en alle sae vir die saag van gegolfd asbesplate en ander materiaal van soortgelyke hardheid.

(d) *Klipmesselaars en Klipkappers*.

(i) Gereedskap vir die bewerking van graniet of harde klip, en klouhamers.

(ii) 'n Werknemer om alle gereedskap skerp te maak.

(e) *Skilders en plakkers*.—Alle gereedskap behalwe stopverf-messe, stoffers en plakkerskwaste en -skêre.

(f) *Pleistersaars*.—Daghaborde en steiers van voldoende hoogte, rollers, reihoute en spesiale gereedskap vir granoliet.

(g) *Loodgieters en gasaansleiers*.

(i) Masjiene wat in die werkplek of op die werk gebruik word.

(ii) Handaambeelde en klinknaelysters en bore van alle groottes.

(iii) Draadsnygereedskap soos stokke en snymoere, sny-tappe en palratte.

(iv) Pypsniers en bankskroewe.

(v) Spesiale en swaar kalfaterysters en vuurpotte.

(vi) Metaalpotte en groot gietlepel.

(vii) Beitels, deurslae en muurpenne langer as 9 duim.

(viii) Soldeerboute en blaaslampe.

(ix) Vyle en ystersaagblaie.

(x) Skroefspille met 'n deursnee van meer as 2 duim.

(xi) Klinknaelstelle van klinknaels No. 12 en groter.

(xii) Metaalplaatwerkers se houhamers en dryfhamers.

(xiii) Deurslae van meer as $\frac{1}{4}$ (eenkwart) duim deursnee, hol of solied.

(xiv) Skroefslutels en tange van meer as 12 duim deursnee.

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

Werkgewers en werknemers moet onderstaande bepalings nakom na gelang dit op die een of die ander van toepassing is:—

(1) *Betonwerk*.—'n Werkgewer moet 'n werknemer in diens hê teen 'n besoldiging van minstens die loon voorgeskryf in klousule 4 (1) (e), wat voortdurend aanwesig moet wees terwyl beton *in situ* gestort word, en dit is hierdie werknemer se uitsluitlike plig om toesig te hou oor ander persone wat hierdie klas werk verrig.

(2) *Skrynwerk*.

(a) Geen werkgewer mag binne die toepassingsgebied van hierdie Ooreenkoms by die oprigting van geboue of bouwerke skrynwerk gebruik wat vir 'n besondere gebou gemaak is, en wat vervaardig of voorberei is in 'n gebied in die Unie waar laer lone vir dié werk betaal word, as wat voorgeskryf word in 'n statutêre loonmaatregel wat op die nywerheid in die betrokke gebied van toepassing is nie, of, by gebrek aan so 'n statutêre loonmaatregel, in sodanige gebied, laer as die tarief bepaal in enige wetlike loonmaatregel wat naaste aan so 'n gebied van toepassing is.

(b) (i) Alle skrynwerk vervaardig binne die gebied waarop hierdie Ooreenkoms van toepassing is moet op so 'n wyse of vorm gemerk of getjap word soos wat van tyd tot tyd deur die Raad bepaal kan word;

(ii) 'n werkgewer mag nie by die oprigting van geboue of bouwerke skrynwerk gebruik wat vir 'n besondere gebou gemaak is wat nie aldus gemerk of getjap is nie.

(3) *Stone Work.*

- (a) An employer shall not employ any person other than a mason as an operator of a stone turning, a planing machine or diamond or carborundum saw.
- (b) An employer shall not employ any person other than a qualified mason on work usually performed by masons.
- (c) An employer shall employ a mason to fix saw blades, set stones ready for sawing or fix and level all stones for polishing machines.
- (d) An employer shall not permit masons' bankers to be less than 6 feet apart, nor shall he permit dust to be blown off with exhaust or other air during working hours.
- (e) All squared or hammer-dressed stone shall be worked in the employer's yard or on the job, but may be reduced in size at the quarry by use of a spall hammer only. When the employer's yard is situated at the quarry, it shall be at a reasonable safe distance from the working face of the quarry.
- (f) An employer shall provide suitable sheds for stone cutters, the roof of which shall be not less than 10 feet high; provided that this paragraph shall not apply to small jobs on building sites.
- (g) It shall be the duty of an employer to ensure that the dunter machines shall not be worked, and it shall be the duty of an employee not to operate such machines—
 - (i) in the shed where men are employed cutting stone; or
 - (ii) within 30 yards of any mason whilst cutting stone; unless adequate protection is provided for employees working in the vicinity of the said dunter machine.
- (h) An employer shall not utilise in the industry or in the area to which this Agreement relates stone of any type manufactured, dressed, or partly dressed, as the case may be, in any area in the Union of South Africa in which a scale of wages for the work involved is lower than that laid down for such work in any Statutory wage regulating instrument applicable to the industry in that area or, in the absence of any such instrument in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.
- (i) (i) All stone work of any type manufactured, dressed or partly dressed within the area to which this Agreement relates shall be marked or stamped in such a manner or form as the Council may from time to time determine;
- (ii) an employer shall not utilise in the erection of buildings or structures, stonework of any type manufactured, dressed or partly dressed for erection in a particular building which is not so marked or stamped.

(4) *Scaffolding.*—An employer shall ensure that all scaffolding erected is maintained in a good and safe condition and is not erected, taken down or substantially altered except under the direction of an artisan to whom the employer shall pay not less than the remuneration prescribed for an employee referred to in clause 4 (1) (e).

(a) *General.*

- (i) All poles shall be clean and all bark shall be removed before using; all timber used shall be free from dangerous knots or other defects.
- (ii) All scaffold cords shall be not less than $\frac{1}{4}$ inch in diameter by 20 feet in length; provided that chain gear may be used.
- (iii) All wedges for the lashings shall be properly tapered and not less than 14 inches in length.
- (iv) No cleats shall be used for supporting any member of the framing.
- (v) All wooden scaffold poles shall be lapped not less than 6 feet and shall have 3 lashings.
- (vi) In needle scaffolds the needles shall be fixed on edge and shall be 9-inch by 3-inch deal or timber of equal strength; needles shall be spaced not more than 6 feet apart with 9-inch by $\frac{1}{2}$ -inch flooring for platforms; if 9-inch by 3-inch flooring is used the needles may be spaced 10 feet apart, which is to be the maximum spacing in any circumstances; the outside portion of the needles must be strengthened by brackets and struts; needle scaffolds shall be provided with a strong and securely fixed guard rail.

(b) *Bricklayers' Scaffolds.*

- (i) The standards shall be not less than 5 inches in diameter at base, and shall be fixed in earth or in barrels with a proper foundation at not more than 8 feet centres.
- (ii) The ledges shall be not less than 5 inches in diameter based horizontally to standards at not more than 5 feet centres.

(3) *Klipwerk.*

- (a) 'n Werkgewer mag nie 'n persoon, uitgesonderd 'n klipmessaar, as bediener van 'n klipdraai- of klipskaafmasjien of van diamant- en karborundsagmasjiene in diens neem nie.
 - (b) 'n Werkgewer mag nie 'n persoon vir werk wat gewoonlik deur klipmesselaars verrig word, in diens neem nie, uitgesonderd 'n bevoegde klipmessaar.
 - (c) 'n Werkgewer moet 'n klipmessaar in diens neem om saagblaai te set, klippe gereed te stel om gesaag te word en klippe vir die poleermasjiene gereed te maak en waterpas te stel.
 - (d) Klipwerkbanke moet minstens 6 voet van mekaar staan en gedurende die werkure mag geen stof met die uitblaaspyl of met ander lug weggeblaas word nie.
 - (e) Alle gevierkante klipblokke of gekapte klip moet in die werkplek se werkplek of op die werk self bewerk word maar mag met behulp van slegs 'n splinterhamer by die steengroef kleiner gemaak word. Indien die werkgewer se werkplek naby die steengroef geleë is moet dit op 'n veilige afstand van die steengroef se werkfront wees.
 - (f) 'n Werkgewer moet steenhouders voorsien van geskikte skure waarvan die dakke nie laer as 10 voet mag wees nie; met dien verstande dat hierdie paragraaf nie vir klein takies op bouterreine geld nie.
 - (g) Dit is die werkgewer se plig om te sorg dat die duntermasjiene nie werk nie en 'n werknemer mag nie verplig word om so 'n masjien te bedien nie—
 - (i) in 'n skuur waar klippe gekap word; of
 - (ii) binne 30 tree van 'n klipmessaar wat klippe kap, tensy voldoende beskerming verleen word aan werknemers wat in die nabyheid van genoemde duntermasjiene werkzaam is.
 - (h) Geen werkgewer mag binne die toepassingsgebied van hierdie Ooreenkoms by die oprigting van geboue of bouwerke enige soort klip gebruik wat vervaardig, bewerk of deels bewerk is in 'n deel van die Unie waar laer lone vir die betrokke werk betaal word as wat voorgeskryf word in 'n statutêre loonmaatregel wat vir die nywerheid in dié gebied geld of, as daar nie so 'n maatregel bestaan nie, in 'n statutêre loonmaatregel wat naaste aan so 'n gebied van toepassing is nie.
 - (i) (i) Alle klipwerk van enige aard vervaardig, gekap of gedeeltelik gekap binne die gebied waarop hierdie Ooreenkoms van toepassing is, moet op so 'n wyse of vorm gemerk of getjap word soos wat van tyd van tyd deur die Raad bepaal kan word;
 - (ii) 'n werkgewer mag nie by die oprigting van geboue of bouwerke klipwerk gebruik wat vir 'n besondere gebou vervaardig, gekap of gedeeltelik gekap is, wat vir 'n besondere gebou gemaak is wat nie aldus gemerk of getjap is nie.
- (4) *Steiers.*—'n Werkgewer moet sorg dat steiers in 'n goeie en veilige toestand opgerig en gehou word, en dit word nie afgehaal of wesenlik verander nie, behalwe onder toesig van 'n ambagsman aan wie die werkgewer minstens die besoldiging moet betaal wat in klousule 4 (1) (e) voorgeskryf word.
- (a) *Algemeen.*
- (i) Alle pale moet skoon en alle bas verwyder wees voordat hulle gebruik word; hout wat gebruik word, mag geen gevaarlike kwaste of ander slegte plekke hê nie.
 - (ii) Alle steiertoue moet minstens $\frac{1}{4}$ duim in deursnee en 20 voet lank wees. Kettingwerk mag gebruik word.
 - (iii) Alle wie vir die vasbindplekke moet behoorlik spits toeloop en minstens 14 duim lank wees.
 - (iv) Geen klampe mag vir ondersteuning van enige deel van die raamwerk gebruik word nie.
 - (v) Alle houtsteierpale moet minstens 6 voet oormekaar lê en op drie plekke gebind wees.
 - (vi) In stutbalksteiers moet die stutbalke op hulle kante vasgemaak en van 9 duim by 3 duim greinhout of timmerhout van gelyke sterkte wees. Stutbalke moet nie meer as 6 voet van mekaar wees nie, met 9 duim by $\frac{1}{2}$ duim vloerplanke vir platforms. As 9-duim by 3-duimvloerplanke gebruik word, kan die stutbalke 10 voet van mekaar wees, wat onder alle omstandighede die maksimum afstand is. Die buitegedeelte van die stutbalke moet met klampe en stutte versterk wees. Stutbalksteiers moet voorsien wees van 'n sterk en veilig bevestigde reling.
- (b) *Messelaarsteiers.*
- (i) Die staanders moet onder minstens 5 duim in deursnee wees en moet in die grond of in behoorlik gefundeerde vate en nie verder as 8 voet van middel tot middel van mekaar staan nie.
 - (ii) Die steierbalke moet minstens 5 duim in deursnee wees en op afstande van hoogstens 5 voet van middel tot middel horisontaal aan die staanders verbind word.

- (iii) The put-logs shall be not less than 3 inches by 4½ inches and of straight grained wood, not less than 5 feet in length, fixed or wedged into walls at not more than 5 feet centres.
- (iv) Guard rails of not less than 9-inch by 1½-inch deal boards shall be provided and shall be lashed to the standards at a height of not more than 3 feet above the decking of scaffold over 15 feet above ground level.
- (v) Guard B-boards of 9-inch by 1½-inch deal shall be nailed as skirting to the standards close down to decking of scaffolding more than 15 feet above ground level.
- (vi) Platforms or decking shall be not less than 3 feet in width and shall be constructed with 9-inch by 1½-inch or 12-inch by 1½-inch deal boards; all laps shall be not less than 12 inches and evenly fixed over put-logs.
- (vii) All scaffolding of a greater height than 30 feet shall be diagonally braced; all bracing shall be not less than 5 inches in diameter, lashed and wedged.
- (c) *Trestle Scaffold.*—Trestle scaffold shall not be erected to a greater height than 16 feet internally or externally; trestles shall be fixed at not more than 8 feet centres with 9-inch by 1½-inch decking.
- (d) *Fan Scaffolding.*—Fan scaffolding constructed with 6-inch by 2-inch bearers shall be fixed to standards, close boarded with 9-inch by 1½-inch planks, projecting not less than 3 feet from face of scaffolding; strong wire mesh may be used in spaces required for lighting.
- (e) *Roof Scaffolding.*—Planking shall be provided for foothold on all sloping roofs.
- (f) *Steel scaffolding.*—Steel scaffolding shall be erected in conformity with the manufacturer's or supplier's instructions.

13. WET WEATHER SHELTER.

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

14. SANITARY ACCOMMODATION.

- (1) Proper and adequate sanitary accommodation shall be provided on all jobs for Europeans and non-Europeans separately.
- (2) Wherever sewerage points exist, lavatories shall be connected thereto before the job is started.
- (3) In all cases sanitary accommodation shall be provided in compliance with the requirements of the relative municipal by-laws.
- (4) Proper and daily supervision shall be carried out so as to ensure cleanliness of sanitary accommodation.

15. REFRESHMENTS.

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

16. EXEMPTIONS.

- (1) The Council may in writing grant exemption to any person or persons from any of the provisions of this Agreement.
- (2) The Council shall have power to fix the period for and the conditions subject to which an exemption shall operate.
- (3) A certificate of exemption under the signature of the Chairman or Secretary of the Council shall be issued to every person exempted.
- (4) A certificate of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted without assigning any reason therefor.

17. EXPENSES OF THE COUNCIL.

- (1) For the purpose of meeting the expenses of the Council, an employer shall deduct ninepence per week from the wages of each of his employees for whom wages are prescribed in clause 4 (1) (e). To the amount so deducted the employer shall contribute an equal amount; provided that this sub-clause shall not apply in respect of an employee who has worked for the same employer for less than eight hours in any week and that where an employee is employed by two or more employers in any one week (Monday to Friday), the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.
- (2) If during any month—
 - (a) an employer has not employed any employees for whom wages are prescribed in clause 4 (1) (e) but has had in his employ, one or more employees for whom wages are prescribed in sub-clause 1 (a), (b), (c) and (d) of clause 4; or
 - (b) the amount payable by an employer in terms of sub-clause (1) of this clause is less than two shillings and sixpence; such employer shall nevertheless pay to the Council in the manner prescribed in sub-clause (3) an amount of not less than two shillings and sixpence in respect of that month.

- (iii) Die kortelings moet minstens 3 duim by 4½ duim en van hout met reguit draad van minstens 5 voet lank met tussenruimtes van hoogstens 5 voet van middel tot middel in die muur bevestig of vasgewig wees.
- (iv) Veiligheidsreelings van greinhout van minstens 9 duim by 1½ duim moet verskaf en aan die staanders vasgewoel word op 'n afstand van hoogstens 3 voet bo die steierplatform indien hoër as 15 voet bo grondoppervlakte.
- (v) B-veiligheidsborde van 9 duim by 1½ duim greinhout moet as spatlys digby die steiervloer aan die staanders vasgespyker word indien hoër as 15 voet bo grondoppervlakte.
- (vi) Platforms of vloere moet minstens 3 voet breed en van greinhoutplanke van 9 duim by 1½ duim of 12 duim by 1½ duim gemaak wees. Alle oorslae moet minstens 12 duim en mooi gelyk oor die kortelings vasgemaak wees.
- (vii) Alle steierwerk van hoër as 30 voet moet diagonaal verspan word. Alle verspannings moet minstens 5 duim in deursnee wees en moet vasgewoel en vasgewig wees.
- (c) *Boksteiers.*—Boksteiers mag nie binne of buite hoër as 16 voet wees nie. Bokke moet op afstande van hoogstens 8 voet van middel tot middel bevestig wees en vloerplanke van 9 duim by 1½ hē.
- (d) *Skermsteiers.*—Skermsteiers gemaak van draers van 6 duim by 2 duim moet vasgemaak word aan staanders, toegetimmet met planke van 9 duim by 1½ duim, wat minstens 3 voet van die steierfront af uitsteek. Sterk ogiesdraad kan gebruik word in plekke wat vir lig nodig is.
- (e) *Daksteiers.*—Loopplanke moet op alle skuinsdakke verskaaf word.
- (f) *Staalsteiers.*—Staalsteiers moet ooreenkomstig die fabrikant of leweransier se voorskrifte opgerig word.

13. SKUILPLEK TEEN NAT. WEER.

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

14. SANITÊRE GERIEWE.

- (1) Behoorlike en voldoende sanitêre geriewe moet by alle werkplekke afsonderlik vir blankes en nie-blankes aangebring word.
- (2) Waar daar rioleringsstelsels bestaan, moet gemaklike daarmee verbind wees voordat werksaamhede 'n aanvang neem.
- (3) In alle gevalle moet sanitêre geriewe verskaf word wat voldoen aan die vereistes van die betrokke munisipale werke.
- (4) Sorgvuldige toesig moet daeliks geskied ten einde sinde-likheid van sanitêre geriewe te verseker.

15. VERVORSINGS.

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

16. VRYSTELLINGS.

- (1) Die Raad kan om enige goeie en voldoende rede aan enige persoon of persone skriftelike vrystelling van engeen van die bepalings van hierdie Ooreenkoms verleë.
- (2) Die Raad het die bevoegdheid om die tydperk waarvoor en die voorwaardes waarop 'n vrystelling van krag is, vas te stel.
- (3) Aan elke vrygestelde persoon moet 'n vrystellingsertifikaat wat deur die voorsitter of sekretaris van die Raad onderteken is, uitgereik word.
- (4) Die Raad kan te eniger tyd in die loop van die tydperk waarvoor 'n vrystellingsertifikaat uitgereik is, dit wysig of terugtrek sonder om enige verduideliking te gee.

17. UITGAWES VAN DIE RAAD.

- (1) Ten einde in die uitgawes van die Raad te voorsien, moet 'n werkgever nege pennies per week aftrek van die besoldiging van elkeen van sy werknemers vir wie lone voorgeskryf is in klousule 4 (1) (e). By hierdie bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg; met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat vir dieselfde werkgever minder as agt uur in 'n week gewerk het nie, en dat waar 'n werknemer by twee of meer werkgevers in enige week (Maandag tot Vrydag) in diens was, die aftrekking vir daardie week gedoen moet word deur die werkgever deur wie hy eerste daardie week vir minstens agt uur in diens geneem was.
- (2) Indien gedurende enige maand—
 - (a) 'n werkgever nie werknemers in diens gehad het vir wie lone in klousule 4 (1) (e) voorgeskryf is nie, maar een of meer werknemers vir wie lone voorgeskryf is in subklousul 1 (a), (b), (c) en (d) van klousule 4; of
 - (b) die bedrag betaalbaar deur 'n werkgever kragtens subklousule (1) van hierdie klousule minder as twee sjielings en ses pennies is;
 moet so 'n werkgever nogtans aan die Raad, soos voorgeskryf in subklousule (3), 'n bedrag van minstens twee sjielings en ses pennies ten opsigte van daardie maand betaal.

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

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

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

18. REGISTRATION OF EMPLOYERS.

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

- His trading name;
- the names of the proprietors, partners or directors;
- his business address;
- the trade or trades carried on in the industry;
- the situation of his workshop or where he has both a yard and a workshop, the situation of both:

Provided that the provisions of this sub-clause shall not apply in respect of any employer who is in possession of a current certificate of registration issued in terms of clause 18 of the Agreement published under Government Notice No. 1441 of 3rd July, 1953, or Government Notice No. 903 of the 30th April, 1948.

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

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

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

19. NOTICE BOARD.

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board of a size not less than 2 feet by 1½ feet or a notice board approved by the Council showing in letters not less than 2 inches in height and in material of a durable nature:—

- The name of such employer or partnership;
- the registered address of such employer or partnership;
- in the case of an employer who is a member of the employers' organisation, the fact that he is a member thereof.

(2) This clause shall apply only to jobs of 7 working days duration and over.

20. TIME SHEETS.

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

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

- In the case of employees for whom wages are prescribed in clause 4 (1) (e)—
 - the job for which the work is being done;
 - the class of work on which he is employed;
 - the time worked on each class of work;
 - the number of hours of overtime worked; and
 - the period of the day during which such overtime was worked.
- In the case of employees for whom wages are prescribed in clause 4 (1) (b), (c) and (d)—
 - the time of starting work;
 - the time off for meals;
 - the time of finishing work; and
 - the total number of hours worked.
- In the case of employees for whom wages are prescribed in clause 4 (1) (a)—
 - the job for which the work is being done; and
 - the time worked:

(3) Alle bedrae wat ooreenkomstig die bepalinge van sub-klausules (1) en (2) van hierdie klousule betaalbaar is, moet tesame met 'n staat wat die getal werknemers in diens en hul ambagte en kategorieë aantoon, deur die werkgewer ten opsigte van die vorige maand se verskuldigde bedrae voor of op die 7de dag van die maand wat volg op die maand waarop die bedrag betrekking het, aan die sekretaris van die Raad gestuur word.

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

(5) Die Raad het die bevoegdheid om die bedrae van die bydraes voorgeskryf in subklausules (1) en (2) van hierdie klousule te vermeerder, te verminder of kwyt te skeld, asook om die bepalinge van genoemde subklausules (1) en (2) uit te brei na ander werknemers as dié vir wie lone voorgeskryf is in klousule 4 (1) (e); met dien verstande dat sodanige verhoging, vermindering, kwytstelling of uitbreiding verkry sal word deur middel van 'n wysigings ooreenkoms voorgelê aan die Minister van Arbeid vir publikasie ooreenkomstig artikel agt-en-veertig van die Wet.

18. REGISTRASIE VAN WERKGEWERS.

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

- Sy besigheidsnaam;
- die name van die eienaars, vennote of direkteure;
- sy besigheidsadres;
- die beroep of beroepe wat in die Nywerheid beoefen word;
- die ligging van sy werkwinkel, of indien hy beide 'n terrein en 'n werkwinkel het, die ligging van beide:

Met dien verstande dat die bepalinge van hierdie subklausule nie van toepassing is nie ten opsigte van 'n werkgewer wat in besit is van 'n gangbare registrasiesertifikaat uitgereik kragtens klousule 18 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1441 van 3 Julie 1953, of Goewermentskennisgewing No. 903 van 30 April 1948.

(2) Werkgewers wat die Nywerheid binnetree na die datum waarop hierdie Ooreenkoms in werking tree, moet binne een maand nadat hulle begin werk het, by die Raad registreer en die besonderhede verstrek soos vereis in subklausule (1) van hierdie klousule.

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

(4) Elke geregistreerde werkgewer moet die Raad onmiddellik skriftelik in kennis stel omtrent enige wysiging in besonderhede wat deur hom tydens registrasie verstrek is.

19. KENNISGEWINGBORD.

(1) Elke werkgewer en alle werkgewers wat in vennootskap werk moet, waar bouwerksaamhede ook al deur hom of hulle uitgevoer word, op 'n opvallende plek wat maklik vir die publiek toeganklik is, 'n kennisgewingbord met afmetings van minstens 2 voet by 1½ voet, of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon wat in letters van minstens twee duim hoog en in 'n duursame materiaal die volgende vermeld:—

- Die naam van sodanige werkgewer of vennootskap;
- die geregistreerde adres van sodanige werkgewer of vennootskap;
- in die geval van 'n werkgewer wat 'n lid van die werkgewersorganisasie is, die feit dat hy 'n lid daarvan is.

(2) Hierdie klousule is alleen van toepassing op werk wat sewe werkdagde of langer duur.

20. TYDSTATE.

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

(2) 'n Werknemer moet, sodra hy in besit is van die tydstaat genoem in subklausule (1) van hierdie klousule, elke dag die volgende besonderhede invul:—

- In die geval van werknemers vir wie lone voorgeskryf word in subklausule 4 (1) (e)—
 - die taak waarvoor die werk verrig word;
 - die soort werk wat hy verrig;
 - die tyd gewy aan elke soort werk;
 - die getal ure wat oortyd gewerk word;
 - die tyd van die dag waarin hierdie oortyd gewerk is;
- In die geval van werknemers vir wie lone voorgeskryf is in klousule 4 (1) (b), (c) en (d)—
 - die tyd waarop met die begin is;
 - tyd bestee aan maaltye;
 - die sluitingstyd;
 - die totale getal ure gewerk.

- In die geval van werknemers vir wie lone voorgeskryf is in klousule 4 (1) (a)—
 - die taak waarvoor die werk verrig word;
 - die tyd gewerk:

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

(3) Each employee shall deliver to his employer at the end of each working week or at the termination of employment his time sheet and such time sheet shall be retained by the employer for a period of at least twelve months.

21. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

- (1) during the periods (hereinafter referred to as the "holiday periods")—
 - (a) between 5 p.m. on Friday, 20th December, 1957, and 8 a.m. on Monday, 13th January, 1958;
 - (b) between 5 p.m. on Friday, 19th December, 1958, and 8 a.m. on Monday, 12th January, 1959;
 - (c) between 5 p.m. on Friday, 18th December, 1959, and 8 a.m. on Monday, 11th January, 1960;
- (2) on Good Friday, Easter Monday or Settlers' Day in each year—

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

22. PAYMENT IN RESPECT OF ANNUAL AND PUBLIC HOLIDAYS.

In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay to his employees the amounts specified hereunder, viz.—

- (1) *Apprentices and Minors during the Probationary period allowed under the Apprenticeship Act, 1944.*
 - (a) *Holiday Period.*—The wages and cost of living allowance which an apprentice or minor would have earned if he had worked for his employer during the said period, such amount to be paid on the last pay day prior to the commencement of the holiday period.
 - (b) *Public Holidays (Good Friday, Easter Monday and Settlers' Day).*—The wages and cost of living allowance which an apprentice or minor would have earned if he had worked for his employer on the said public holiday, such amount to be paid on the pay day following the public holiday concerned.
- (2) *Labourers, Drivers of Mechanical Vehicles, Operators of Sanding Machines and of Hoists and Mixers.*—In respect only of hours worked within the times prescribed in clause 9 (1), an employer shall pay an employee the amount set forth hereunder; provided that such amount shall be paid to the employee on the last pay day prior to the commencement of the holiday period; provided further that where an employee's contract of employment is terminated prior to such pay day, any amount in the process of accrual in the terms of this clause shall be paid to the employee on such termination:—

Per Hour.

- | | |
|---|------|
| (a) Labourer | 1d. |
| (b) Driver of a mechanical vehicle | 3d. |
| (c) Operator of a sandpapering and spinning machine on flooring | 3d. |
| (d) Operator of a hoist, concrete or mortar mixer or similar machine | 1½d. |

- (3) *Employees in all other Trades and Occupations, other than Apprentices or Minors during the Probationary Period under the Apprenticeship Act, 1944.*

- (a) Subject to the provisions of paragraphs (b), (c) and (d) an employer shall pay an employee an amount of 6½d. per hour in respect of each completed hour or part of an hour worked during the week.
- (b) Except as provided in clause 9 (5), no payment shall be made in respect of overtime or hours worked on the public holidays referred to in sub-clause (2) of clause 21.
- (c) For time worked during the period between the last pay day in November of each year and the commencement of the holiday period for that year, the amount payable shall be included in the manner prescribed in sub-clause (3) (a) of clause 23 in the payments for the ensuing twelve months.
- (d) In the event of an employee working for an employer for less than eight hours, the amount due in terms of paragraph (a) of this sub-clause shall be paid immediately on termination of his employment, or at the end of the last working day of the week, whichever is the earlier.

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

(3) Elke werknemer moet aan die einde van elke werkweek, of by diensbeëindiging, sy tydstaat by die werkgever inlewer en die werkgever moet daardie tydstaat vir 'n tydperk van minstens 12 maande bewaar.

21. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

Geen werkgever mag 'n werknemer verplig of toelaat om werk te verrig en geen werknemer of werkende werkgever mag werk in die bounywerheid onderneem of verrig nie—

- (1) gedurende die tydperk (hierna genoem „verloftydperke”)—
 - (a) tussen 5 nm. op Vrydag 20 Desember 1957 en 8 nm. op Maandag 13 Januarie 1958;
 - (b) tussen 5 nm. op Vrydag 19 Desember 1958 en 8 nm. op Maandag 12 Januarie 1959;
 - (c) tussen 5 nm. op Vrydag 18 Desember 1959 en 8 nm. op Maandag 11 Januarie 1960;
- (2) op Goeie Vrydag, Paasmaandag of Setlaarsdag in elke jaar—

tensy die skriftelike toestemming van die Raad vooraf verkry is.

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

Benewens enige besoldiging waarop 'n werknemer geregtig kan wees kragtens hierdie Ooreenkoms moet 'n werkgever aan sy werknemers die volgende bedrae betaal:—

- (1) *Vakleerlinge en minderjariges tydens die proeftydperk toegestaan kragtens die Wet op Vakleerlinge, 1944:—*
 - (a) *Verloftydperk.*—Die lone en lewenskostetoelae wat 'n vakleerling of minderjarige sou verdien het indien hy vir sy werkgever tydens genoemde tydperk gewerk het, en die verskuldigde bedrag moet betaal word op die laaste betaaldag wat die aanvang van die verloftydperk voorafgaan;
 - (b) *Openbare vakansiedae.*—(Goeie Vrydag, Paasmaandag en Setlaarsdag): Die lone en lewenskostetoelae wat 'n vakleerling of minderjarige sou verdien het indien hy vir sy werkgever tydens genoemde openbare vakansiedag gewerk het, en die verskuldigde bedrag moet betaal word op die betaaldag wat op elke openbare vakansiedag volg.
- (2) *Arbeiders, bestuurders van meganiese voertuie, bedieners van skuurmasjiene en van hystoestelle en mengmasjiene.*—Slegs ten opsigte van ure wat in klousule 9 (1) voorgeskryf word, moet 'n werkgever 'n werknemer 'n bedrag soos hieronder uiteengesit betaal; met dien verstande dat sodanige bedrag op die laaste betaaldag voor die aanvang van die verloftydperk betaal moet word; voorts met dien verstande dat waar 'n werknemer se dienskontrak voor sodanige betaaldag beëindig word, enige bedrag wat die werknemer ingevolge hierdie klousule toekom, by sodanige diensbeëindiging aan hom betaal moet word:—

Per uur.

- | | |
|---|------|
| (a) Arbeider | 1d. |
| (b) Bestuurder van 'n meganiese voertuig | 3d. |
| (c) Bediener van 'n skuur- en draaiskuurmasjiene op vloere | 3d. |
| (d) Bediener van 'n hystoestel, beton- of dagha-mengmasjiene of soortgelyke masjiene | 1½d. |

- (3) *Werknemers in alle ander ambagte, uitgesonderd vakleerlinge of minderjariges tydens die proeftyd kragtens die Wet op Vakleerlinge, 1944:—*

- (a) Onderworpe aan die bepalings van paragrawe (b), (c) en (d) moet 'n werkgever 'n werknemer 6½d. per uur betaal ten opsigte van elke voltooië uur of gedeelte van 'n uur wat die werknemer gedurende die week gewerk het.
- (b) Behalwe soos bepaal in klousule 9 (5), moet geen besoldiging geskied ten opsigte van oortyd of ure gewerk op die openbare vakansiedae genoem in subklousule (2) van klousule 21 nie.
- (c) Vir tyd gewerk gedurende die tydperk tussen die laaste betaaldag in November van elke jaar en die begin van die verloftydperk vir daardie jaar, moet die bedrag wat verskuldig is, by die besoldiging vir die volgende 12 maande ingesluit word, ooreenkomstig die wyse voorgeskryf in subklousule (3) (a) van klousule 23.
- (d) Ingeval 'n werknemer vir 'n werkgever minder as agt uur werk, moet die bedrag verskuldig kragtens paragraaf (a) van hierdie subklousule onmiddellik na beëindiging van sy diens betaal word, of aan die end van die laaste werkdag van die week, naamlik die vroegste.

23. HOLIDAY FUND.

(1) (a) An employer shall deduct from the weekly remuneration due to each of his employees for whom wages are prescribed in clause 4 (1) (e) an amount of £1. 1s. 8d. per week.

(b) 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 for not less than eight hours.

(c) No deduction shall be made in respect of an employee who has worked for an employer for less than eight hours in any week, from Monday to Friday, inclusive. In such event the employer concerned shall pay to such employee the amount specified in sub-clause (3) (a) of clause 22 immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(2) The amounts deducted in terms of sub-clause (1) shall be paid by the employer to the Secretary of the Council and the Council shall issue vouchers to the employer concerned for all amounts so paid. An adequate reserve of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made on or before the 30th day of June, in the year following that in which the vouchers were issued.

(3) (a) An employer shall, in respect of the amounts deducted by him in terms of sub-clause (1) (a) of this clause, issue on each pay day to each of his employees concerned, a voucher, legibly cancelled with the name of the firm and the date of issue, to the value of such amounts, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain; provided that the Council may issue a composite voucher to include payments made in terms of clause 24.

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

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

(d) No vouchers may be issued to an employee except in accordance with this clause and no employee shall be entitled to payment in terms of sub-clause (6) (a) in excess of 49 weekly deductions in respect of any period of twelve months ending on the last pay day in November.

(4) (a) The amounts paid to the Council in terms of sub-clause (2) shall be paid by the Council in to a Fund to be known as the Building Industry Holiday Fund (hereinafter referred to as the "Fund").

(b) Any 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 or building society, and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the Fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the Fund.

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

(b) (i) On the pay day for the week in which the public holiday concerned falls, an employer shall pay to an employee the amount stipulated on the coupon referred to in paragraph (a) of this sub-clause, subject to the employee surrendering the relevant coupon, duly signed by him, to the employer prior to payment.

(ii) An employer shall be entitled to recover from the Council the amount paid to an employee in terms of sub-paragraph (i) provided that the employer lodges the coupon referred to, fully completed, with the Secretary of the Council—in respect of Good Friday and Easter Monday, by the 30th April; and in respect of Settlers' Day, by the 30th September of the year concerned.

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

23. VERLOFFONDS.

(1) (a) 'n Werkgewer moet van die weeklikse besoldiging verskuldig aan elkeen van sy werknemers vir wie lone kragtens klousule 4 (1) (e) voorgeskryf word, 'n bedrag van £1. 1s. 8d. per week aftrek.

(b) Indien 'n werknemer tydens dieselfde week in diens by twee of meer werkgewers was, moet die aftrekking vir daardie week deur die werkgewer gedoen word deur wie hy eerste gedurende daardie week vir minstens agt uur gehuur is nie.

(c) Geen bedrag mag afgetrek word ten opsigte van 'n werknemer wat korter as agt uur per week van Maandag tot en met Vrydag vir 'n werkgewer gewerk het nie. In dié geval moet die betrokke werkgewer aan sodanige werknemer die bedrag betaal wat genoem is in subklousule (3) (a) van klousule 22 onmiddellik by beëindiging van sy diens of aan die einde van die laaste werkdag van die week, naamlik die vroegste.

(2) Die bedrae wat kragtens subklousule (1) afgetrek is moet deur die werkgewer aan die Sekretaris van die Raad betaal word en die Raad moet bewys vir sodanige alle betalings aan die betrokke werkgewer uitreik. 'n Voldoende voorraad bewyse moet altyd deur die werkgewer aangehou word; met dien verstande dat 'n werkgewer van die Raad 'n terugbetaling vir alle ongebruikte bewyse kan kry. Aansoek om so 'n terugbetaling moet geskied op of voor die 30ste dag van Junie in die jaar wat op die uitreiking van die bewyse volg.

(3) (a) 'n Werkgewer moet ten opsigte van die bedrae wat deur hom afgetrek is kragtens subklousule (1) (a) van hierdie klousule, op elke betaaldag aan elkeen van sy werknemers 'n bewys uitreik, duidelik gekanseleer met die naam van die firma en die datum van uitreiking, ter waarde van sodanige bedrae, en die werknemer moet hierdie bewys in 'n bydraeboekie plak wat hy by die Sekretaris van die Raad moet verkry en bewaar; met dien verstande dat die Raad 'n saamgestelde bewys kan uitreik om betalings in te sluit wat geskied het kragtens die betalings van klousule 24.

(b) Aansoek om 'n bydraeboekie moet deur 'n werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is; sodanige vorm moet deur die werknemer ingevul word met die besonderhede wat die Raad van tyd tot tyd voorskryf. 'n Werkgewer moet 1s. (een shilling) vir die bydraeboekie betaal en mag hierdie bedrag van die betrokke werknemer se loon aftrek. Alle geld verkry uit die verkoop van bydraeboekies word in die algemene fondse van die Raad gestort.

(c) Die bydraeboekies en bewyse wat aan werknemers uitgereik word, is nie oordraagbaar nie, en kan ook nie gesedeer of verpand word nie. Bewyse in besit van 'n persoon, behalwe dié wat verkry is ooreenkomstig hierdie klousule, mag ten behoeve van die Fonds deur die Raad gekonfiskeer word.

(d) Geen bewyse mag aan 'n werknemer uitgereik word nie, behalwe ooreenkomstig hierdie klousule en geen werknemer sal geregtig wees op betaling ooreenkomstig subklousule (6) (a) van meer as 49 weeklikse aftrekkings ten opsigte van 'n tydperk van 12 maande eindigende op die laaste betaaldag in November.

(4) (a) Die bedrae wat aan die Raad betaal word ooreenkomstig subklousule (2) moet deur die Raad in 'n fonds, bekend as die Verloffonds vir die Bounywerheid (hierna die „Fonds” genoem), gestort word.

(b) Enige bedrae wat die Raad in die krediet van die Fonds hou, kan van tyd tot tyd deur die Raad op vaste deposito of op lopende rekening by 'n bank of bougenootskap belê word en die rente op sulke beleggings is die uitsluitende eiendom van die Raad as vergoeding vir die administrasie van die fonds. Geen werkgewer of werknemer het enige aanspraak op sodanige rente nie en is ook nie aanspreeklik vir enige bydrae tot die uitgawes in verband met die administrasie van die fonds nie.

(5) (a) Elke bydraeboekie wat deur die Raad aan werknemers uitgereik is vir wie lone in klousule 4 (1) (e) voorgeskryf word, moet drie los koepone bevat vir betaling ten opsigte van Goeie Vrydag, Paasmaandag en Setlaarsdag van elke jaar op die betaaldag van die onderskeie weke waarin sodanige vakansiedae val; die Raad kan die aard van die koepone voorskryf en elke koepone moet 'n nommer dra wat ooreenstem met die nommer van die werknemer se bydraeboekie. Voorts moet dit stipuleer watter bedrag aan die werknemer ten opsigte van een dag se loon betaal moet word en die minimum waarde van die bewyse wat die boekie moet bevat om die werkgewer die reg te gee om uitbetaling te doen.

(b) (i) Op die betaaldag van die week waarin die betrokke openbare vakansiedag val, moet 'n werkgewer die bedrag betaal wat aangedui word op die koepone wat in paragraaf (a) van hierdie subklousule genoem is; met dien verstande dat die werknemer die betrokke koepone, behoorlik deur hom onderteken, by die werkgewers moet inhandig voordat betaling aan hom geskied.

(ii) 'n Werkgewer mag van die Raad die bedrag terugeis wat aan 'n werknemer betaal is kragtens subparagraaf (i); met dien verstande dat die werkgewer die betrokke koepone, behoorlik ingevul, aan die Sekretaris van die Raad besorg ten opsigte van Goeie Vrydag en Paasmaandag, teen 30 April; en ten opsigte van Setlaarsdag, teen 30 September van die betrokke jaar.

(iii) 'n Werkgewer is nie geregtig op 'n terugbetaling van die bedrag wat reeds betaal is indien 'n werknemer nie bewyse in sy bydraeboekie het nie, en ingeval die bedrag wat aan 'n werknemer betaal is, meer is as die waarde van sy bewyse in sy bydraeboekie, ontvang die werkgewer slegs die werklike bedrag van sodanige bewyse.

(6) (a) As early as possible after the last pay day in November of each year, and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed in his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of sub-clause (5) of this clause. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

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

(c) The Council shall not be liable to make payment in respect of any vouchers issued to employees in terms of sub-clause (3) (a) of this clause unless—

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

(d) Subject to the provisions of sub-clause (5) of this clause, an employee shall not be entitled to claim payment for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (a) of this sub-clause. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Fund shall be paid to his Estate by cheque drawn in favour of such Estate, upon his contribution book being lodged with the Secretary of the Council.

24. BENEFIT SCHEME.

(1) An employer shall pay to each employee for whom wages are prescribed in terms of clause 4 (1) (e) an amount of 2d. per hour in respect of each hour worked during the week; provided that—

- (a) no payment shall be made in respect of overtime or the public holidays referred to in sub-clause (2) of clause 21;
- (b) for time worked during the period between the last pay day in November of each year and the commencement of the holiday period for that year, the amount payable shall be included in the payments for the ensuing twelve months;
- (c) in the event of an employee working for an employer for less than eight hours in any one week, the amount due in terms of this sub-clause shall be paid immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(2) (a) An employer shall deduct from the weekly remuneration due to an employee for whom wages are prescribed in sub-clause (1) (e) of clause 4 an amount of 10s. (ten shillings).

(b) 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 for not less than eight hours.

(c) No deduction shall be made in respect of an employee who has worked for an employer for less than eight hours in any week, from Monday to Friday, inclusive.

(3) The amounts deducted in terms of sub-clause (2) shall be paid by the employer to the Secretary of the Council and the Council shall issue vouchers to the employer concerned for all amounts so paid. An adequate reserve of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made on or before the 30th day of June in the year following that in which the vouchers were issued.

(4) (a) An employer shall, in respect of the amounts deducted by him in terms of sub-clause (2) (a) of this clause, issue on each pay day to each of his employees concerned, a voucher, legibly cancelled with the name of the firm and the date of issue, to the value of such amounts, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain; provided that the Council may issue a composite voucher to include payments made in terms of clause 23.

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

(6) (a) So spoedig moontlik na die laaste betaaldag in November van elke jaar, en nie later as een week daaraan nie, moet elke werknemer sy bydraeboekie by die Sekretaris van die Raad indien in ruil vir 'n kwitansiekaart. Die Raad moet die bedrag vasstel wat aan die werknemer verskuldig is, volgens die waarde van die bewyse in sy bydraeboekie, en sodanige bedrag aan die werknemer op 'n datum betaal wat deur die Raad vasgestel moet word, maar nie later as die dag voor die aanvang van die verloftydperk nie, min betalings, met 'n korting, indien nodig, gedoen deur die Raad kragtens die bepalings van subklousule (5) van hierdie klousule. Tensy anders gelas deur die Raad, moet betaling per tjek aan die werknemer geskied en geen bevel of magtiging om aan iemand anders te betaal, mag erken word nie.

(b) Indien 'n werknemer nalaat om sy verlofbesoldiging binne 'n tydperk van ses maande op te eis vanaf die datum waarop die verloftydperk 'n aanvang neem, word dit verbeurd verklaar en in die algemene fondse van die Raad gestort. Die Raad sal egter alle eise vir uitbetaling, wat na genoemde tydperk ingedien word, oorweeg, en kan na goeie dunks uitbetaling daarvan laat geskied.

(c) Die Raad is nie aanspreeklik vir betaling ten opsigte van bewyse wat aan werknemers uitgereik is kragtens die bepalings van subklousule (3) (a) van hierdie klousule nie, tensy—

- (i) sodanige bewyse geplaak is in 'n bydraeboekie wat van die Raad verkry is; en
- (ii) so 'n bydraeboekie by die Sekretaris van die Raad ingelewer is voor die aanvang van die verloftydperk voorgeskryf in subklousule (1) van klousule 21; met dien verstande dat die Raad betaling aan 'n werknemer kan magtig wat nie sy bydraeboekie teen sodanige datum ingelewer het nie.

(d) Behoudens die bepalings van subklousule (5) van hierdie klousule, is 'n werknemer nie geregtig op uitbetaling vir bewyse aan hom uitgereik, voor die datum vasgestel deur die Raad kragtens paragraaf (a) van hierdie subklousule nie. Die Raad behou egter die reg om sodanige betaling te magtig, indien dit na sy goeie dunks raadsaam is om uitvoering daaraan te gee. In geval van die dood van 'n werknemer moet die bedrag aan hom uit die fonds verskuldig, by sy boedel inbetaal word per tjek wat ten gunste van sodanige boedel getrek is, sodra sy bydraeboekie by die Sekretaris van die Raad ingelewer is.

24. BYSTANDSFONDS.

(1) 'n Werknemer moet aan elke werknemer vir wie lone ooreenkomstig klousule 4 (1) (e) voorgeskryf word, 'n bedrag van 2d. per uur betaal, ten opsigte van elke uur gedurende die week gewerk; met dien verstande dat—

- (a) geen besoldiging betaal word ten opsigte van oortyd of die openbare vakansiedae genoem in subklousule (2) van klousule 21 nie;
- (b) vir tyd gewerk gedurende die tydperk tussen die laaste betaaldag in November van elke jaar en die begin van die verloftydperk vir daardie jaar, die bedrag wat verskuldig is, by die besoldiging vir die volgende 12 maande ingesluit moet word;
- (c) ingeval 'n werknemer vir 'n werkgewer minder as agt uur in enige week werk, die bedrag verskuldig kragtens hierdie subklousule onmiddellik na beëindiging van sy diens betaal moet word of aan die end van die laaste werkdag van die week, naamlik die eerste.

(2) (a) 'n Werkgewer moet van die weeklikse besoldiging verskuldig aan 'n werknemer vir wie lone in subklousule (1) (e) van klousule 4 voorgeskryf word, 'n bedrag van 10s. (tien shillings) aftrek.

(b) Indien 'n werknemer gedurende dieselfde week in diens van twee of meer werkgewers was, moet die aftrekking vir daardie week deur die werkgewer gedoen word by wie hy gedurende daardie week eerste vir minstens agt uur in diens was.

(c) Geen bedrag mag afgetrek word nie ten opsigte van 'n werknemer wat minder as agt uur per week van Maandag tot en met Vrydag vir 'n werkgewer gewerk het nie.

(3) Die bedrae wat kragtens subklousule (2) afgetrek is, moet deur die werkgewer aan die Sekretaris van die Raad betaal word en die Raad moet bewyse vir alle betalings aldus gedoen, aan die betrokke werkgewer uitreik. 'n Voldoende voorraad bewyse moet altyd deur die werkgewer aangehou word; met dien verstande dat 'n werkgewer van die Raad 'n terugbetaling vir alle ongebruikte bewyse kan verkry. Aansoek om so 'n terugbetaling moet geskied op of voor die 30ste dag van Junie in die jaar wat volg op die jaar waarin die bewyse uitgereik is.

(4) (a) 'n Werkgewer moet, ten opsigte van die bedrae wat deur hom afgetrek is kragtens subklousule (2) (a) van hierdie klousule, op elke betaaldag aan elkeen van sy werknemers 'n bewys uitreik, duidelik gekanselleer met die naam van die firma en die datum van uitreiking, ter waarde van sodanige bedrae, en die werknemer moet hierdie bewyse in 'n bydraeboekie plak, wat hy van die Sekretaris van die Raad moet verkry en wat die werknemer moet bewaar; met dien verstande dat die Raad 'n saamgestelde bewys kan uitreik om betalings in te sluit wat geskied kragtens klousule 23.

(b) 'n Aansoek om 'n bydraeboekie moet deur 'n werknemer gedoen word op 'n vorm wat van die Raad verkrygbaar is; sodanige vorm moet deur die werknemer ingevul word met die besonderhede wat die Raad van tyd tot tyd kan voorskryf.

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

(d) No vouchers shall be issued to an employee except in accordance with this clause and no employee shall be entitled to more than 49 weekly credits in terms of sub-clause (6) in respect of any period of twelve months ending on the last pay day in November.

(5) (a) The amounts paid to the Council in terms of sub-clause (3) shall be paid by the Council in to a Fund to be known as the "Industrial Council of the Building Industry—Benefit Fund" (hereinafter referred to as the "Benefit Fund" or "Fund"), the objects of which shall be to compensate employees for loss of earnings arising out of unemployment caused by—

- (i) inclement weather;
- (ii) sickness or accident;

and to provide benefits in the form of gratuities or annuities in the case of—

- (iii) permanent disability; and
- (iv) retirement on account of age.

(b) The Fund shall be under the complete and direct control of the Council and the Council may enter into an Agreement or Agreements with an insurance company or companies with the object of securing retirement and death benefits for employees.

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

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

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

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

(g) Copies of all rules or documents containing detailed information of any benefit fund operating in terms of this clause shall be lodged with the Secretary for Labour, as shall copies of any amendments to such documents.

(6) As early as possible after the last pay day in November of each year, and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council for the purpose of computing the contributions to be credited to the employee during the year concerned.

(7) In the event of the Council ceasing to function or it being deregistered during the currency of this Agreement, the Management Committee appointed by the Council in terms of sub-clause (5) (c) shall continue to administer the Fund. Any vacancies on such Committee shall be filled by the Minister from amongst employers or employees, as the case may be. Where a Management Committee has not been appointed by the Council or where a Committee so appointed is unable or unwilling to function, the Minister may appoint a trustee or trustees to carry out the duties of the Council in connection with the administration of the Fund. Such Committee or trustees shall have all the powers of the Council for the purpose of this sub-clause.

25. TRADE UNIONS' REPRESENTATIVES ON THE COUNCIL.

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

26. AGENTS.

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

(2) An agent shall have the following powers (in so far as those powers concern only persons who are members of the employers' organisation or trade unions):—

- (a) To enter any premises or place, in which the Building Industry is carried on, at any time when he has reasonable cause to believe that any person is employed therein.
- (b) To question, in the presence of or apart from others, as he deems fit, regarding matters relating to this Agreement any person whom he finds in or about the premises or place and to require such person to answer the questions.
- (c) To require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(c) Die bydraeboekies en bewyse wat aan werknemers uitgereik word, is nie oordraagbaar nie, en kan ook nie gesedeer of verpand word nie. Bewyse in besit van 'n persoon, behalwe dié wat verkry is ooreenkomstig hierdie klousule, mag ten behoeve van die Fonds deur die Raad gekonfiskeer word.

(d) Geen bewyse mag aan 'n werknemer, behalwe ooreenkomstig hierdie klousule, uitgereik word nie, en geen werknemer sal geregtig wees op meer as 49 weeklikse kredite ooreenkomstig subklousule (6) ten opsigte van 'n tydperk van 12 maande eindigende op die laaste betaaldag in November nie.

(5) (a) Die bedrae wat aan die Raad kragtens subklousule (3) betaal word moet deur die Raad betaal word in 'n Fonds bekend as die „Nywerheidsraad vir die Boubedryf se Bystandsfonds" (hierna die „Bystandsfonds" of „Fonds" genoem), waarvan die doel is die strewe om werknemers te vergoed vir verlies van lone weens werkloosheid veroorsaak deur—

- (i) ongunstige weer;
- (ii) sike of ongelukke;

en om hulp te verleen in die vorm van gratifikasies of jaargelde in geval van—

- (iii) permanente ongeskiktheid;
- (iv) uitdienststreding weens ouderdom.

(b) Die Fonds staan onder die algehele en regstreekse beheer van die Raad en die Raad kan 'n ooreenkoms of ooreenkoms met 'n assuransiemaatskappy of -maatskappye aangaan met die oog om uitreding- en sterftevoorrede vir werknemers te bekom.

(c) Die Raad kan 'n bestuurskomitee aanstel om die Fonds se belange te behartig en te beheer, soos die Raad dit nodig ag om uitvoering te gee aan die bepalings van hierdie klousule. So 'n bestuurskomitee moet bestaan uit sodanige persone as wat die Raad kan bepaal; met dien verstande dat daar ewe veel werkgewers as werknemers op die bestuurskomitee moet dien.

(d) Die bestuurskomitee is onderhewig aan die reëls wat die Raad van tyd tot tyd goedkeur vir die behoorlike en doeltreffende beheer van die Fonds.

(e) Die aanstelling van sodanige personeel as wat nodig is om die genoemde Fonds te administreer, moet op aanbeveling van die bestuurskomitee geskied en onderhewig wees aan die goedkeuring van die Raad; met dien verstande dat in dringende gevalle waar juniors aangestel word, die bestuurskomitee die reg het om sulke aanstellings te doen tot tyd en wyl die Raad dit kan bekragtig.

(f) Die Raad het die bevoegdheid om te besluit, indien nodig, met inagneming van die finansiële stabiliteit van die Fonds, ten opsigte van die geldelike waarde of aard van elke voordeel wat uitbetaal word ooreenkomstig paragraaf (a) van hierdie subklousule, met die doel om sodanige voorrede te vermeerder of verminder, of selfs nuwes by te voeg.

(g) Afskrifte van alle reëls of dokumente bevattende uitvoerige besonderhede van enige bystandsfonds wat daargestel is kragtens die bepalings van hierdie klousule moet by die Sekretaris van Arbeid ingelewer word, asook afskrifte van enige wysings van sodanige dokumente.

(6) So spoedig moontlik na die laaste betaaldag in November van elke jaar, en nie later as een week daarna nie, moet elke werknemer sy bydraeboekie by die Sekretaris van die Raad indien ten einde die bydraes te bereken wat aan die werknemer gedurende die betrokke jaar gekrediteer moet word.

(7) Ingeval die Raad nie meer bestaan nie of gederegistreer word tydens die duur van hierdie Ooreenkoms, moet die bestuurskomitee wat deur die Raad kragtens die bepalings van subklousule (5) (c) aangestel is, voortgaan om die Fonds te administreer. Alle vakatures op sodanige komitee moet deur die Minister aangevul word uit werkgewers of werknemers na gelang van die geval. Waar 'n bestuurskomitee nog nie deur die Raad aangestel is nie, of ingeval 'n komitee aldus aangestel, nie in staat is nie of onwillig om te funksioneer, kan die Minister 'n kurator of kurators aanstel om die pligte van die Raad in verband met die administrasie van die Fonds na te kom. So 'n komitee of kurators sal beskik oor die volle gesag van die Raad vir die toepassing van hierdie subklousule.

25. VAKVERENIGINGS SE VERTEENWOORDIGERS OP DIE RAAD.

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

26. AGENTE.

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

(2) 'n Agent beskik oor die volgende bevoegdhede (sover sulke bevoegdhede alieen betrekking het op persone wat lede is van sodanige werkgewersorganisasie of vakverenigings):—

- (a) Om enige perseel of plek te eniger tyd binne te gaan waar die Bounywerheid uitgeoefen word, as hy gegronde redes het om te vermoed dat 'n persoon daar in diens is.
- (b) Om in die teenwoordigheid of weg van ander, soos hy goetvind, vrae te stel betreffende sake ten opsigte van hierdie Ooreenkoms, aan enige persoon wat in of naby die perseel of plek teenwoordig is en sodanige persoon te verplig om die vrae te beantwoord.
- (c) Om die voorlegging van sodanige boeke, tydstate, rekords of dokumente te eis, wat nodig geag mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en om hulle te inspekteer, te ondersoek of om afskrifte daarvan te maak.

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

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

27. ENGAGEMENT OF EMPLOYEES.

- (1) Subject to the provisions of sub-clause (2) of this clause:—
- (a) Members of the trade unions agree to accept employment only with members of the employers' organisations, who are parties to this Agreement, and members of the employers' organisations agree to employ in occupations for which wages are prescribed in clause 4 (1) (e) only members of the trade unions which are party to this Agreement.
- (b) Proof of membership by an employee of any of the trade unions shall be the quarterly endorsement of a working card to the effect that subscriptions have been paid for the previous quarter year, i.e. the three months ending respectively in March, June, September and December each year.
- (c) Working cards shall be incorporated in the contribution book referred to in sub-clause 3 (a) of clause 23 and shall be endorsed at the end of each quarter by a properly authorised trade union official. The trade unions shall keep the Council advised of the names of officials authorised to endorse working cards together with their specimen signatures.
- (d) An employer shall not engage and/or retain in his employ an employee whose working card has not been endorsed for the previous quarter; provided that no employee shall be discharged from or refused employment for the reason detailed herein unless he has been issued with an official notice in writing by the trade union of which he is a member, and a copy of which shall be lodged with the Council, calling upon him to remit fees in arrears, and provided further that each such employee shall be allowed a period of seven days as from the date of such notice within which to comply with the requirements of this clause governing the issue of working cards.
- (e) In the event of it being ascertained that members of the trade unions are being employed by parties to whom the provisions of this Agreement do not apply, then on advice from the Industrial Council, the relative trade union shall instruct such members to terminate their employment forthwith, and until such termination has become effective, the provisions of paragraph (a) hereof shall be inoperative, and of no effect.

(2) The provisions of sub-clause (1) shall not apply—

- (a) to foremen employed in a supervisory capacity, but this shall not preclude such employees from using tradesmen's tools on occasions should this be necessary from time to time;
- (b) to an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of such trade union, the provisions of this clause shall immediately come into operation in respect of such immigrant;
- (c) Where an employer or an employee has in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause and has reported such refusal within 14 days;
- (d) unless an employee whose services cannot be retained in terms of sub-clause (1) (d) hereof can be replaced by an employee in possession of an up to date endorsed working card, either through the agency of the trade unions or the Industrial Council.

28. EMPLOYMENT OF MINERS.

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

29. EXHIBITION OF AGREEMENT.

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

30. ADMINISTRATION OF AGREEMENT.

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

(3) By die uitoefening van sy bevoegdheid aan hom opgedra by subklousule (2) van hierdie klousule, kan 'n agent vergesel wees van 'n tolk.

(4) Elke werkgever of werkgewersorganisasie of vakvereniging wat 'n party by die Raad is en alle persone wat lede is van so 'n werkgewersorganisasie of vakvereniging, moet die agent volle fasiliteite verskaf vir die uitoefening van sy bevoegdheid aan hom verleen kragtens die bepalings van subklousules (2) en (3) van hierdie klousule.

27. INDIENSNEMING VAN WERKNEMERS.

(1) Onderworpe aan die bepalings van subklousule (2) van hierdie klousule:—

- (a) Kom lede van die vakverenigings ooreen om diens te aanvaar slegs by lede van die werkgewersorganisasie wat partye by die Ooreenkoms is, en lede van die werkgewersorganisasie gaan akkoord om alleen lede van die vakverenigings, wat partye by die Ooreenkoms is, in diens te neem vir werk waarvoor lone in klousule 4 (1) (e) voorgeskryf word.
- (b) Is die kwartaallike endossering van 'n werkskaart ten effekte dat lededgeld ten opsigte van die vorige kwartaal, nl. die drie maande wat onderskeidelik in Maart, Junie, September en Desember elke jaar eindig, betaal is, 'n werknemer se bewys van lidmaatskap van enigen van die vakverenigings.
- (c) Moet werkskaarte beliggaam word in die bydraeboekie genoem in subklousule (3) (a) van klousule 23 en aan die einde van elke kwartaal geëndosseer word deur 'n behoorlike gemagtigde vakverenigingbeampte. Die vakverenigings moet die Raad voorsien van die name van beamptes wat gemagtig is om werkskaarte te endosseer, sowel as van hulle proefhandtekeninge.
- (d) Mag 'n werkgever nie 'n werknemer in diens neem of hou wie se werkskaart nie ten opsigte van die vorige kwartaal geëndosseer is nie:

Met dien verstande dat geen werknemer ontslaan of diens geweier mag word om die rede hierin uiteengesit nie, tensy 'n amptelike skriftelike kennisgewing aan hom afgelewer is deur die vakvereniging waarvan hy 'n lid is en waarvan 'n afskrif by die Raad ingedien is waarvogens hy aangesê word om agterstallige lededgeld aan te suiwer, en voorts met dien verstande dat elk sodanige werknemer 'n tydperk van sewe dae vanaf so 'n kennisgewing gegun sal word om die vereistes van hierdie klousule betreffende die uitreiking van werkskaarte na te kom.

(e) Ingeval daar vasgestel word dat lede van die vereniging in diens is by partye op wie die bepalings van hierdie ooreenkoms nie van toepassing is nie, dan, op advies van die Nywerheidsraad, moet die betrokke vakvereniging die betrokke lede aansê om hulle diens onmiddellik te beëindig en tot tyd en wyl die beëindiging van krag geword het, sal die bepalings van paragraaf (a) hiervan kragtelos en sonder uitwerking wees.

(2) Die bepalings van subklousule (1) is nie van toepassing—

- (a) op voormanne wat in 'n toesighoudende hoedanigheid in diens is nie; maar dit moet nie sulke werknemers verbind om ambagsmanne se gereedskap te gebruik by geleenthede wanneer dit van tyd tot tyd nodig is nie;
- (b) ten opsigte van 'n immigrant gedurende die eerste jaar na sy aankoms in die Unie van Suid-Afrika nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy dienstyd in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om daarby aan te sluit, van die hand gewys het, die bepalings van hierdie klousule onmiddellik op so 'n immigrant van toepassing sal wees;
- (c) indien 'n werkgever of 'n werknemer, na die mening van die Raad, lidmaatskap van 'n party by die Ooreenkoms sonder redelike gronde geweier is nie en die Raad binne 14 dae van so 'n weiering in kennis gestel is;
- (d) tensy 'n werknemer, wie se diens kragtens subklousule (1) (d) hiervan nie behou kan word nie, vervang kan word deur 'n werknemer wat in besit is van 'n geldige geëndosseerde werkskaart of deur bemiddeling van die vakverenigings of die Nywerheidsraad.

28. INDIENSNEMING VAN JEUGDIGES.

Niemand onder die ouderdom van 15 jaar mag by die Bou-nywerheid in diens geneem word nie.

29. VERTONING VAN OOREENKOMS.

'n Leesbare kopie van hierdie Ooreenkoms in beide amptelike tale en soos voorgeskryf by die regulasies kragtens die Wet, tesame met die kennisgewings vereis by klousule agt-en-veertig van die Wet, moet permanent opgeplak wees in elke werkwinkel of terrein waar dit deur al die werknemers maklik bereik kan word.

30. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan, as leidraad vir werkgewers en werknemers, menings uitspreek wat nie met die bepalings daarvan in stryd is nie.

31. GENERAL.

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, sub-clause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Aca, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed at Durban on behalf of the parties this 14th day of February, 1957.

Duly authorised by resolution of the Council.

W. L. RIDL,
Representing Employers.
F. MOSSMAN,
Representing Employees.
F. W. MEDWAY,
Chairman.

No. 796.]

[29 May 1957.

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

BUILDING INDUSTRY, DURBAN.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees who are entitled to a cost of living allowance in terms of sub-clause (1) of clause 5 of the Agreement for the Building Industry, Durban, published under Government Notice No. 795 of the 29th May, 1957.

J. DE KLERK,
Minister of Labour.

No. 797.]

[29 May 1957.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, DURBAN.

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, Durban, published under Government Notice No. 795 of 29th May, 1957, 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.

31. ALGEMEEN.

Geen werkgever of werknemer kan die bepalinge van hierdie Ooreenkoms tersyde stel nie, hetsy die genoemde bepalinge 'n voordeel of 'n verpligting vir die betrokke werkgever of werknemer verteenwoordig of nie. Elke bepaling, subklousule of klousule skep, na gelang van die geval, 'n reg of verpligting afgesien van die bestaan van ander bepalinge. Ingeval enige bepaling, subklousule of klousule van hierdie Ooreenkoms buite werking of *ultra vires* die bevoegdheid van die partye of die Minister gestel word, ditsy voor of na publikasie van hierdie Ooreenkoms deur die Minister in die *Staatskoerant* ooreenkomstig die bepalinge van die wet, sal dit in geen enkele opsig die orige gedeelte van die Ooreenkoms, wat dan die Ooreenkoms sal wees, raak nie.

Namens die partye op hede die 14de dag van Februarie 1957 in Durban onderteken.

Behoorlik by besluit van die Raad gemagtig.

W. L. RIDL,
Werkgevers se Verteenwoordiger.
F. MOSSMAN,
Werknemers se Verteenwoordiger.
F. W. MEDWAY,
Voorsitter.

No. 796.]

[29 Mei 1957.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAES BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

BOUNYWERHEID, DURBAN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens die bepalinge van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, skort hierby die bepalinge van genoemde regulasies op ten opsigte van alle werknemers wat ingevolge subklousule (1) van klousule 5 van die Ooreenkoms vir die Bounywerheid, Durban, gepubliseer by Goewermentskennisgewing No. 795 van 29 Mei 1957, op 'n lewenskostetoelae geregtig is.

J. DE KLERK,
Minister van Arbeid.

No. 797.]

[29 Mei 1957.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BOUNYWERHEID, DURBAN.

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 hierby dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Durban, gepubliseer by Goewermentskennisgewing No. 795 van 29 Mei 1957, nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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