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[No. 6319.]

## GOVERNMENT NOTICES.

### DEPARTMENT OF LABOUR.

No. 1926.]

[20 November 1959.]

#### INDUSTRIAL CONCILIATION ACT, 1956.

#### BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.

#### MAIN AGREEMENT.

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 and Monumental Masonry Industries, Bloemfontein, shall be binding from the second Monday after the date of publication of this notice and for a period ending five years from the said second Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and the employees who are members of those organisations 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 clauses 1, 3 to 27 (inclusive), 30, 31 and 33 to 36 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for a period ending five years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industries in the area within a radius of 15 miles from the General Post Office, Bloemfontein; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the area within a radius of 15 miles from the General Post Office, Bloemfontein, and from the second Monday after the date of publication of this notice and for a period ending five years from the said second Monday, the provisions contained in clauses 1, 3 to 9 (3) (d) (inclusive), 9 (4) to 20 (inclusive), 23 to 27 (inclusive), 30, 31 and 33 to 36 (inclusive) of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industries 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.

(1058/103B.)

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## GOEWERMENTSKENNISGEWINGS.

### DEPARTEMENT VAN ARBEID.

No. 1926.]

[20 November 1959.]

#### WET OP NYWERHEIDSVERSOENING, 1956.

#### BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN.

#### HOOFOOREENKOMS.

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 verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat vyf jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 27, 30, 31 en 33 tot en met 36 van die genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat vyf jaar van genoemde tweede Maandag af 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 nywerhede in die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 9 (3) (d), 9 (4) tot en met 20, 23 tot en met 27, 30, 31 en 33 tot en met 36 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, in die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde nywerhede by dié werkgewers vir enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,  
Minister van Arbeid.

(1058/103B.)

1—6319

## SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY  
(BLOEMFONTEIN).

## AGREEMENT

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

Master Builders' and Allied Trades Association, Bloemfontein,  
Electrical Contractors Association of S.A.  
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

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

Die Blanke Bouwerkersvakbond,  
South African Electrical Workers Association,

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 for the Building Industry, Bloemfontein.

## 1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed in the Bloemfontein area as defined in clause 3 of this Agreement by all employers and employees in the Building Industry and the Monumental Masonry Industry, who are members of the employers' organisations and the trade unions, provided that they shall—

- (a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions prescribed thereunder;
- (b) 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;
- (c) not apply to persons engaged in the erection, maintenance, repair or alteration on farms of—
  - (i) dwelling-houses at a cost of less than £1,000;
  - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes,
 and provided further that clauses 8, 13 and 17 shall not apply to employees for whom wages are prescribed in clauses 4 (1) (a), 4 (1) (b) and 4 (1) (c).

## 2. PERIOD OF OPERATION.

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

## 3. DEFINITIONS.

Any terms 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—

- (i) "Act" means the Industrial Conciliation Act, No. 28 of 1956;
- (ii) "agent" means the person appointed by the Council in terms of the provisions of section sixty-two (7) of the Industrial Conciliation Act, 1956;
- (iii) "apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944;
- (iv) "artisan" means any person engaged in the industry and/or any one or more of the trade or sub-divisions thereof enumerated under the definition of "Building Industry" and "Monumental Masonry Industry", who is not a trainee, an apprentice, a miner, a skilled labourer, an unskilled labourer, night-watchman and/or patrolman;
- (v) "artisan's work" means employment in any one or more of the trades or sub-divisions thereof enumerated under the definition of "Building Industry";
- (vi) "Bloemfontein area" means the area within a fifteen mile radius from the General Post Office, Bloemfontein;
- (vii) "Building 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 building or structures or elsewhere and shall include all work executed or carried out by persons therein, who are engaged in the following

## BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID  
(BLOEMFONTEIN).

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan tussen die

Master Builders' and Allied Trades Association, Bloemfontein,  
Electrical Contractors Association of S.A.,

(hieronder die „werkewers" of die „werkgewersorganisasies") genoem, aan die een kant, en die

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

Die Blanke Bouwerkersvakbond,  
South African Electrical Workers' Association,

South African Operative Masons' Society,  
(hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant,

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

## 1. BESTEK VAN AANSOEK.

Die bepalings van hierdie Ooreenkoms moet in die Bloemfonteinse gebied nagekom word, soos bepaal in klousule 3 van hierdie Ooreenkoms, deur alle werkgewers en werknemers in die Bounywerheid en die Monumentklipmesselnywerheid wat lede is van die werkgewersorganisasies en die vakverenigings, met dien verstande dat—

- (a) dit slegs op vakleerlinge betrekking het vir sover dit nie teenstrydig is met die bepalings van die Wet op Vakleerlinge, 1944, of enige voorwaardes ingevolge daarvan voorgeskryf nie;
- (b) dit slegs op kwekelinge betrekking het vir sover dit nie teenstrydig is met die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, of enige voorwaardes ingevolge daarvan voorgeskryf nie;
- (c) dit nie betrekking het op persone wat oprigtings-, instandhoudings-, herstel- of veranderingswerk op plase doen aan—
  - (i) woonhuise, teen 'n koste van minder as £1,000;
  - (ii) alle ander geboue, ongeag die koste, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word nie;

en voorts met dien verstande dat klousules 8, 13 en 17 nie op werknemers van toepassing is vir wie lone in klousules 4 (1) (a), 4 (1) (b) en 4 (1) (c) voorgeskryf is nie.

## 2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet bepaal en bly van krag vir 'n tydperk van vyf jaar vanaf die datum van publikasie daarvan, of vir sodanige tydperk as wat die Minister bepaal.

## 3. WOORDOMSKRYWINGS.

Enige uitdrukkings in hierdie Ooreenkoms gebesig wat in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in dié Wet, en enige verwysing na 'n wet omvat enige wysiging van so 'n wet; voorts, tensy dit strydig is met die samehang, beteken—

- (i) „Wet", die Wet op Nywerheidsversoening, No. 28 van 1956;
- (ii) „agent", die persoon deur die Raad aangestel ingevolge die bepalings van artikel twee-en-sestig (7) van die Wet op Nywerheidsversoening, 1956;
- (iii) „vakleerling", 'n werknemer wat 'n skriftelike vakleerlingskapkontrak uitdien wat ingevolge die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is;
- (iv) „ambagsman", enige persoon in die Nywerheid en/of enigeen of meer van die bedryf of onderafdelings daarvan wat onder die woordomskrywing van „Bounywerheid" en „Monumentklipmesselwerk" genoem is en wat nie 'n kwekeling, vakleerling, minderjarige geskoolde arbeider, ongeskoolde arbeider, nagwag en/of patrollieman is nie;
- (v) „ambagsmanswerk", diens in enigeen of meer van die bedrywe, of onderafdelings daarvan, wat in die woordomskrywing van „Bounywerheid" vermeld is;
- (vi) „Bloemfonteinse gebied", die gebied binne 'n straal van vyftien myl vanaf die Hoofposkantoor, Bloemfontein;
- (vii) „Bounywerheid", sonder om die gewone betekenis van die uitdrukking enigens te beperk, die nywerheid waarin werkgewer en werknemer geassosieer is vir die oprigting, voltooiing, opknapping, herstel, instandhouding of verandering van geboue en bouwerke en/of die maak van artikels vir gebruik by die oprigting, voltooiing of verandering van geboue en bouwerke, of die werk gedoen, die materiaal voorberei of die artikels gemaak word op die bouterrein of elders, en omvat alle werk wat gedoen word deur persone daarin wat

trades or sub-divisions thereof, but shall not include clerical employees and administrative staffs, nor the installation, maintenance or repair of lifts in buildings:—

- (a) "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;
- (b) "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;
- (c) "concrete work", which includes the supervision of concrete being placed *in situ* and levelling the surfaces thereof;
- (d) "electrical installation", which includes electrical fitting and wiring and operations incidental thereto;
- (e) "french polishing", which includes polishing with a brush or pad, and spraying with any composition;
- (f) "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;
- (g) "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;
- (h) "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;
- (i) "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 Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery other than stone polishing machinery, and sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;
- (j) "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;
- (k) "painting", which includes decorating, paper hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying, signwriting and wall decoration;
- (l) "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 Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceiling and walls, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;
- (m) "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;
- (n) "saw-doctoring", which includes machines and tools used in the trade, hammering, gulleting, sharpening and setting all classes of circular and frame saws, brazing retooling, sharpening (by hand or machine) spring setting, tensioning of

in die volgende bedrywe of afdelings van bedrywe werksaam is, buiten klerklike werknemers en administratiewe personeel of die installering, herstel of instandhouding van hysbakke in geboue:—

- (a) „Asfaltwerk”, ook die bedekking van vloere, plat en/of skuinsdakke, waterdigting of vogdigting van kelders of fondamente met of sonder voorbereide rolle dakbedekking of asfaltplate met of sonder geglasuurde of ongeglasuurde oppervlaktes; met of sonder die gebruik van teer, macadam, neuchatel, limmer of enige ander soliede of half-soliede asfalt, mastiek of emulsie-asfalt of bitumen wat of warm of koud op die dakke, vloere, kelders of fondamente aangebring word;
- (b) „messelwerk”, ook betonwerk en die aanbring van betonblokke-plakke of -plate, muur- en vloerbeteëling, verbande van messelwerk, voeg-, plavei- en mosaïekwerk, sigwerk in leiklip, marmer en komposisie, rioolaanleg, leibedekking en dakpanne lê en sementkalfater van aardriele;
- (c) „betonwerk”, ook die toesig oor die stort van beton in situ en die gelykmaak van die oppervlakte daarvan;
- (d) „elektriese installasie”, ook die installering van elektriese toebehore en bedrading en werksaamhede wat daarmee gepaard gaan;
- (e) „lakverniswerk”, ook vernis met 'n kwas of kussinkie en bespuiting met komposisie;
- (f) „ruite insit”, ook die sny en/of aanbring van alle soorte glas of soortgelyke produkte in paneelyste in hout- of metaaldeure, -vensters en -rame of dergelyke plekke, en al die werksaamhede wat daarmee saamgaan;
- (g) „skrynwerk”, ook die aanbring van alle hout-toebehore en die vervaardiging van alle skrynwerkkartels wat met die toebehore saamgaan, of die aanbring in die gebou of bouwerk gedoen word deur die persoon wat die betrokke artikel gemaak of voorberei het of nie, en sluit in kaste, kombuisaste of ander kombuistoehore wat 'n vaste deel van die gebou vorm;
- (h) „loodglaswerk”, ook die vervaardiging en/of insit van lood en/of ander metaalglaswerk en reklame-tekens (uitgesonderd die elektriese ligte of tekens wat daarby hoort) en die glasering wat daarmee gepaard gaan;
- (i) „klipmesselwerk”, ook klipbeitelwerk en klipbouwerk (met inbegrip van die uitbeitel en oprigting van sier- en monumentklipwerk), betonwerk en aanbring of bou van voorafgevormde of kunsklip of marmer, plaveiwerk, mosaïekwerk, voegwerk, beteëling van mure en vloere, bedien van 'n Mall en Biax of soortgelyke tipe draagbare draaiskuurskyf of buigbare sny- en ander klipwerkmassien uitgesonderd 'n klippoleermassien en die skerpmaak van klipmesselgereedskap, of die betrokke artikel deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- (j) „metaalwerk”, ook die aanbring van staalplafonne, metaalvensters en -deure, bouersmidwerk, metaalrame en -trappe en boukundige metaalwerk, die maak en/of aanbring van getrokke metaal, metaalplate en uitgedrukte metaal, of dit deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- (k) „verfwerk”, ook versier, plak, ruite insit, distemper, wit- en kleurekalk, beits, vernis, houtvlam- en marmerwerk en spuit, reklameskildering en muurversiering;
- (l) „pleisterwerk”, ook modelleer, maak van modelle, maak van gietvorms, gietels in gietvorms trek, maak en aanbring van pleisterbordplafonne en veselpleister of ander komposisies, granolitiese, terrazzo- en komposisievloere, mure met komposisie bedek en polys, bediening van 'n Mall en Biax of soortgelyke tipe draagbare draaiskuurskyf of buigbare sny- en afwerkmasjien, voorafgevormde of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, metaallatwerk, akoestiekbespuiting en alle werk wat met die voltooiing van plafonne en mure saamgaan, of die artikel wat gebruik word, in die gebou of bouwerk aangebring word deur die persoon wat dit gemaak of voorberei het, of nie;
- (m) „loodgieterswerk”, ook hardsooldeerwerk en sweis, loodswais, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfaatwerk, ventilasie, verwarming, aanleg van warm en koue water, brandblusinstallasie en die maak en aanbring van alle plaatmetaalwerk, of die artikel wat gebruik word, in die gebou of bouwerk aangebring word deur die persoon wat dit gemaak of voorberei het, of nie;
- (n) „saagherstelwerk”, ook masjiene en gereedskap wat in die bedryf gebruik word, reguit hamer, slukgleuwe verdiep, skerpmaak en set van alle soorte sirkel- en raamsae, hardsoldering, van nuwe tande voorsien, skerpmaak (met hand of masjien),

band saws, setting up and repairing inserted tooth saws, truing up buckled or twisted band saws, and circular saws;

- (o) "shop, office and bank fitting", which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counter screens and interior fittings and fixtures;
- (p) "sign-writing", which includes colour mixing and matching, laying out signs, painting backgrounds, lettering, gilding; heraldry; use of gold leaf; glass engraving, spray painting, sand blasting designs;
- (q) "steel reinforcing", which includes supervising the bending, placing and fixing in position of steel;
- (r) "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;
- (s) "woodworking", which includes carpentry, paneling 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 Mall 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.
- (viii) "Council" means the Industrial Council for the Building Industry, Bloemfontein, registered in terms of section *nineteen* of the Industrial Conciliation Act, 1956;
- (ix) "country jobs" means all jobs situated within the area to which the scope of this Agreement applies, but beyond a radius of eight miles from the General Post Office, Bloemfontein;
- (x) "constant supervision" means remaining within such a distance of the work to be supervised that all details of such work can reasonably be observed;
- (xi) "dangerous work" means any work—
  - (a) classified as dangerous in any statutory provincial or municipal law or regulation relating to the Industry and operative within a fifteen mile radius from the General Post Office, Bloemfontein;
  - (b) performed in connection with underpinning and shoring;
  - (c) performed in old sewers;
  - (d) performed on the outside of a building (other than in the course of erection of a new building) on or from a swinging scaffold, boatswain's chair or a roof at the height of more than 30 feet from the ground level, in connection with the renovation, alteration or repair of such building;
- (xii) "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 10 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;
- (xiii) "essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking;
- (xiv) "Industry" means the Building Industry and Monumental Masonry Industry;
- (xv) "lock up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, the whole to be constructed to provide a place for the safe keeping of employees' tools and clothes at any time;
- (xvi) "minor" means an employee employed in a trade designated under the Apprenticeship Act, 1944, during the probationary period described in that Act;
- (xvii) "Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making and/or erecting tombstones and/or other monuments over graves and/or the building up of graves;
- (xviii) "night-watchman" and/or "patrolman" means an employee engaged in guarding premises, buildings, gates or other properties, by night and/or during the holiday period referred to in Clause 23 of this Agreement;
- (xix) "overtime" means all time worked in excess of the hours prescribed in clause 10 (1) and (2) of this Agreement;

vere stel, span van bandsae, opstel en herstel van sae met ingesette tande, die regmaak van gebuigde of verdraaide band- en sirkelsae;

- (o) „winkels, kantore en banke uitrus van”, ook die maak en/of aanbring van winkelfronte, venster-afskortings, vertoonkaste, toonbankskerms en los en vaste binnetoebehoere;
- (p) „reklameskildering”, ook die meng en pas van kleure, die uitleë van reklametekens, die skilder van agtergronde, die maak van letters; verguldwerk, heraldiek; gebruik van bladgoud; glas-gravering; spuitverfwerk; sandblaasontwerpe;
- (q) „staalversterking”, ook die toesig hou oor die buig, plasing en vassit van staal op die regte plek;
- (r) „staalkonstruksie”, ook die aanbring van alle soorte staal- of ander metaalpilare, -draagbalke, staalstutbalke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;
- (s) „houtbewerking”, ook skrynwerk, fineerpaneelwerk en die polys en skuurpapierbewerking daarvan, houtmasjienwerk, draai, snywerk, aansit van sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlakwerk, komposisieplafon- en muurbedekking, muurproppe insit, bedekking van hout met metaal, bedekking van metaal met houtwerk, blokkies- en ander vloere; met inbegrip van hout, linoleum, rubber, rubberkomposisie, vloerbedekkings of kurk op 'n asfaltgrondslag, ook die skuurpapierbewerking daarvan, bediening van 'n Mall en Biax- of soortgelyke tipe draagbare draaiskuurskyf of buigbare snyer, afwerk- en poleermasjien, betonbekisting en/of voorbereiding van vorms of gietvorms vir beton, of die artikel wat gebruik word, in die gebou of bouwerk aangebring word deur die persoon wat dit gemaak of voorberei het, of nie;
- (viii) „Raad”, die Nywerheidsraad vir die Bounywerheid, Bloemfontein, geregistreer ingevolge artikel *negentien* van die Wet op Nywerheidsversoenings, 1956;
- (ix) „plattelandse werk”, alle werk binne die gebied waarop die bestek van hierdie Ooreenkoms van toepassing is, maar buite 'n straal van agt myl vanaf die Hoofposkantoor, Bloemfontein;
- (x) „onafgebroke toesig”, binne so 'n afstand van die werk onder toesig bly dat alle besonderhede van sodanige werk redelik waargeneem kan word;
- (xi) „gevaarlike werk”, enige werk—
  - (a) wat in enige wetteregtelike, provinsiale of munisipale reël of regulasie wat op die Nywerheid betrekking het en binne 'n straal van vyftien myl vanaf die Hoofposkantoor, Bloemfontein, geld, as gevaarlik geklassifiseer word;
  - (b) wat in verband met fondamentstopping en muurstutting verrig word;
  - (c) wat in gebruikte riole verrig word;
  - (d) verrig word aan die buitekant van 'n gebou (uitgesonderd in die loop van die oprigting van 'n nuwe gebou op of van 'n hangsteier, bootsmanstoel of 'n dak wat hoër as 30 voet van die grondvlak is, in verband met die vernuwung, verandering of herstel van sodanige gebou;
- (xii) „noodwerk”, sonder om die gewone betekenis van die woord te beperk, ook enige werk wat nie binne die gewone werkte verrig kan word wat in klousule 10 voorgeskryf is nie en wat noodsaaklik is om die gesondheid of veiligheid van die publiek te verseker of die voortsetting van enige ander nywerheid, besigheid of onderneming of enige werk wat weens oorsake soos brand, storm, oorstroming, ongeluk of geweld daad sonder versuim verrig moet word;
- (xiii) „noodsaaklike dienste”, werk wat verrig moet word om die gesondheid of veiligheid van die publiek of die voortgaan van 'n ander nywerheid, besigheid of onderneming te verseker;
- (xiv) „Nywerheid”, die Bounywerheid en die Monumentklippesselnwywerheid;
- (xv) „toesluitplek”, 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek met vier mure en 'n dak, bestaande uit beton, steen, hout, yster of 'n samestelling daarvan, wat veilig toegesluit kan word sodat dit te eniger tyd 'n veilige bēreplek uitmaak vir werknemers se gereedskap of klere;
- (xvi) „minderjarige”, enige werknemer in diens in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is, gedurende die proeftydperk in die Wet omskryf;
- (xvii) „Monumentklippesselnwywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging en/of oprigting van grafstene en/of ander monumente of grafte en/of die opbou van grafte;
- (xviii) „nagwag”, en/of „patrollieman” 'n werknemer wat persele, geboue, hekke of ander eiendomme in die nag en/of tydens die vakansietydperk vermeld in klousule 23 van hierdie Ooreenkoms, bewaak;
- (xix) „oortyd”, alle tyd wat langer gewerk is as die ure voorgeskryf in klousule 10 (1) en (2) van hierdie Ooreenkoms;

- (xx) "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;
- (xxi) "skilled labourer" means an employee who is wholly or mainly engaged in one or more of the following operations:—
- (i) Driving mechanical vehicles;
  - (ii) operating a sandpapering or spinning machine on flooring;
  - (iii) operating a hoist;
  - (iv) operating concrete mixers or mortar mills or similar machines;
  - (v) scaffold erecting under constant supervision of an artisan;
  - (vi) supervising unskilled labourers.
- (xxii) "structure" includes walls, boundary, garden and retaining walls and monuments;
- (xxiii) "suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor and the necessary washing and lavatory accommodation;
- (xxiv) "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 wage prescribed in clause 4;
- (xxv) "trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans Act, No. 38 of 1951;
- (xxvi) "unskilled labourer" means an employee who is wholly or mainly engaged in one or more of the following operations:—

Assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;

assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;

assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;

attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;

applying of floor polish;

bagging down walls and ceilings;

baling waste or scrap metal by hand or machine;

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

carrying mortar, bricks, stone, concrete or other materials;

calking of joints in drains under supervision;

cleaning mortices;

cleaning off glass after glazing;

cleaning off excess tags of putty after glazing;

cleaning completed frames in preparation for puttying;

cleaning off moulds, work benches, yard premises, tools, etc.;

cleaning down of teak or other hard woods by using solvents and steel wools;

coupling steel windows and door frames under supervision;

cutting, screwing, bending and threading of piping and steel rods by hand or machine under supervision excluding copper and the bending of electrical conduits;

cutting scaffold poles or props by two-handed saw;

cutting dampcourse and placing in position;

cutting of toothings and indents for bonding brick-work;

cutting hoop iron, bending and holding;

cutting up scrap metal by hand;

cutting, drilling, chasing and plugging in brick and concrete;

cutting of roofing tiles with tile hand-cutting machine;

digging or taking out stone or soil for foundations, trenches, drains and channels;

drawing off material from all woodworking machines;

drilling or punching metal by power or hand machine under supervision;

erecting hoists under supervision;

excavating in ground, soft and hard rock and using a jack-hammer and removing excavated stone and soil;

feeding material to roller-fed woodworking machines under supervision;

filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;

filling in joints between joint of brick and concrete beam under supervision;

filling in joints and cleaning off all wall tiles, excluding jointing and pointing;

filling of moulds with a facing mixture and concrete mixture, using a shovel;

- (xx) „stukwerk", enige werkstelsel waarkragtens die minimum loon waarop 'n werknemer geregtig is slegs bereken word volgens die hoeveelheid of opbrengs van werk wat verrig is, ongeag die tyd wat aan sodanige werk bestee is;
- (xxi) „geskoolde arbeider", 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—
- (i) Meganiese voertuie bestuur;
  - (ii) 'n skuurmasjiën of draaiskuurskyf op vloere bedien;
  - (iii) 'n hystoestel bedien;
  - (iv) betonmengers of daghameule of dergelike masjiene bedien;
  - (v) steiers onder die onafgebroke toesig van 'n ambagsman oprig;
  - (vi) oor ongeskoolde arbeiders toesig hou.
- (xxii) „bouwerk", ook mure, grens-, tuin- en keermure, en monumente;
- (xxiii) „geskikte slaapplek", 'n waterdigte skuiling wat dig gesluit kan word, met 'n houtvloer en die nodige wasgeriewe, kampbeddens, matrasse en sanitêre geriewe;
- (xxiv) „taakwerk", enige werkstelsel waarkragtens die minimum hoeveelheid of opbrengs van werk wat in 'n bepaalde tyd afgehandel moet word, vasgestel word as 'n voorwaarde tot die loon voorgeskryf in klousule 4;
- (xxv) „kwekeling", enige werknemer wat 'n opleidingstydperk uittien ingevolge die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951;
- (xxvi) „ongeskoolde arbeider", 'n werknemer wat, uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

Ambagsmanne help om die draad te vul voordat houtoppervlaktes met doek opgevryf word;

ambagsmanne help om gom aan tappe of houtoppervlaktes te smeer voordat dit vasgeklemd of gepers word;

ambagsmanne help om staalstutte in posisie te plaas en dit aan stutte vas te sit en op die regte hoogte te stel;

hangsae onder toesig bedien, help om klip te stel en saaglemme vas te sit om hangsae in werking te stel en masjienerie op te vryf en/of met slypsteenmasjienerie werk;

vloerpolitoer aansmeer;

mure en plafonne pleister;

afvalmetaal met die hand of masjiën in bale opmaak;

staalversterkingsmateriaal met draad aanmekaar- of vasbind en sodanige materiaal onder toesig afsny, buig en monteer, oprig en vassit;

dagha, stene, klip, beton of ander materiaal dra;

verbindinge in riole onder toesig kalfater;

tapgate skoonmaak;

glas skoonmaak nadat dit ingesit is;

oortollige stukke stopverf verwyder nadat glas ingesit is;

voltooië rame skoonmaak om dit vir die insit van stopverf voor te berei;

gietsvorms; werkbanke, werfpersele, gereedskap, ens. skoonmaak;

teak of ander harde houtsoorte skoonmaak deur oplosmiddels en staalwol te gebruik;

staalvensters en deurrame onder toesig koppel;

pype en staalstawe met die hand of masjiën onder toesig afsny, van draad voorsien, inmeekaarskroef en buig, uitgesonderd koperstawe of -pype, en die buig van elektriese geleidingspype;

steierpale of -stutte met 'n treksaag afsaag;

voglaag sny en dit in posisie plaas;

vertandings en intandings inkap vir verbandwerk by stene;

hoepelyster afsny, buig en gate daarin boor;

afvalmetaal met die hand afsny;

in steen en beton sny, boor, gleuwe kap en opvul;

dakkeëls met handbediende teëlaafsnymasjiene afsny;

spitwerk of klip of grond uithaal vir fondamente, slote, riole en uithollings;

materiaal van alle houtwerkmasjiene afhaal;

metaal met 'n krag- of handmasjiën onder toesig boor of pons;

hystoestelle onder toesig oprig;

in grond, sagte en harde rots uitgrawings maak en 'n hamerboor gebruik, en uitgegrawe klip en grond verwyder;

materiaal onder toesig aan rollervoerhoutwerkmasjiene voer;

holtes op die oppervlakte van afgewerkte artikels met 'n sementmengsel opvul en die oppervlakte met 'n stuk sakmateriaal vryf;

voeë by die voegplek van steen- en betonbalke onder toesig opvul;

voeë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en spitswerk;

voëls met 'n bekledings- en betonmengsel vul deur van 'n skopgraaf gebruik te maak;

fixing hoop iron, steel or wire stiffeners to strengthen shuttering;  
 fixing asphalt sheeting to sides of steel and wood frames;  
 fixing lugs to steel windows and door frames under supervision;  
 gauging sand, stone and cement;  
 gauging sizes of wall and floor tiles;  
 grouting in joints and filling backs of stone work after fixing;  
 grouting of joints in bricks and tile floors and cleaning off;  
 hoisting shuttering and placing in position but not fixing;  
 hoisting of steel and laying into position under supervision;  
 kneading of putty to correct consistency;  
 laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision;  
 laying loose tiles on surfaces without bedding, provided no tools are used;  
 lime washing and the use of tar or similar products on buildings and latrines occupied and used by Natives and rough timber such as joists and underside of floors, and provided, however, that lime washing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;  
 loading and unloading materials and goods;  
 mixing mastic asphalt in pots, attending to fires, carrying mixed materials to site of laying, rubbing up laid mastic until cold, cleaning up under supervision;  
 mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;  
 mixing concrete by hand or machine, under supervision;  
 oiling and greasing machinery when not in operation;  
 operating swing saws, stone polishing machinery and compressors for stone work;  
 operating a power-driven grinding machine on metal or filing by hand;  
 painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint, under supervision;  
 priming of surfaces with bitumastic or waterproofing solutions;  
 preparing roofs, including scraping and wire-brushing prior to painting;  
 painting of joints and backs of stone with waterproofing compound;  
 preservative painting of all builders' plant;  
 removing rust and scale from iron or steel surfaces, provided no chemicals are used;  
 removing loose and flaking paint from gutters, drainpipes or other surfaces, under supervision when a blowlamp or paint solvent is being used;  
 removing plaster from steel or wood surfaces in new buildings prior to painting;  
 scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;  
 scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisan's work is done by an unskilled labourer;  
 washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blowlamp or paint solvent is being used;  
 use of abrasives of all kinds by hand including rubbing compounds on preparatory work in painting and spraying, including sandpaper of a grade not finer than Oakey's No. 2 strong, or equivalent may be used for any of these cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;  
 raking out of brick joints and preparation of surfaces for plastering;  
 removing stains and cement on stone, artificial stone, slate, terracotta or similar surfaces with carborundum blocks or rubbing machines;  
 scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand;  
 shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;  
 stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;  
 stripping shuttering under supervision;  
 setting up of moulds and stripping of casings and castings;  
 tamping of the filling in moulds, excluding the use of plasterers' trowels;

hoepelyster-, staal-, of draadverstewigers vassit om bekisting te versterk;  
 asfaltstrok aan die kante van staal- en houtrame vassit;  
 kloue onder toesig aan staalvensters en -deurrame vassit;  
 sand, klip en sement afmeet;  
 groottes van muur- en vloerteëls meet;  
 voë sementeer en agterkant van klipwerk opvul nadat dit vasgesit is;  
 voë in stene en teëlvloere sementeer en skoonmaak;  
 bekisting ophys en in posisie plaas maar dit nie vassit nie;  
 staal onder toesig ophys en in posisie neerlê;  
 stopverf knie totdat dit die regte stewigheid het;  
 beton onder toesig lê en gelykmaak, 'n betonvibrator onder toesig bedien en onder toesig help met afvlakking;  
 los teëls op oppervlaktes neerlê sonder om dit te lê, met dien verstande dat geen gereedskap gebruik word nie;  
 afwitting en die aanwending van teer of dergelike produkte aan geboue en latrines wat deur Naturrelle betrek en gebruik word, en ruwe timmerhout, soos bv. balke en die onderkant van vloere, en met dien verstande egter dat afwitting in verband met geboue en/of latrines gedurende die oprigting daarvan of binne sestig dae vanaf die voltooiing van enige gebou van hierdie omskrywing uitgesluit word;  
 materiaal en goedere op- en aflaai;  
 mastikasfalt onder toesig in potte aanmaak, vure onder toesig instandhou, aangemaakte materiaal onder toesig na plek vervoer waar dit gelê moet word, mastik wat aangebring is onder toesig vryf totdat dit koud is, onder toesig skoonmaak;  
 asfaltmacadam aanmaak, materiaal by aanwendplek aflaai en plaas, met handrollers rol;  
 beton onder toesig met die hand of masjien meng;  
 masjinerie olie en smeer wanneer nie in gebruik nie;  
 hangsaie, klippoleemasjinerie en kompressors vir klipwerk bedien;  
 'n masjienaangedrewe slypmasjien op metaal bedien, of met die hand vyl;  
 asfalt en/of ander saamgestelde stroke en dakke onder toesig met aluminiumverf met 'n bitumenbasis verf of spuitverf;  
 oppervlaktes met bitumastiek of waterdigte oplosings voorberei;  
 dakke voorberei, met inbegrip van afskraap en bewerking met 'n draadborsel voordat dit geverf word;  
 voë en agterkante van klip met 'n waterdigte samestelling verf;  
 alle bouersinstallasie met beskermende verf behandel;  
 roes en skilfer van yster- of staaloppervlaktes verwyder, met dien verstande dat geen chemikalieë gebruik word nie;  
 los en geskilferde verf van geute, afvoerpype of ander oppervlaktes verwyder, en wel onder toesig as 'n blaaslamp of verplosmiddel gebruik word;  
 pleister van staal- of houtoppervlaktes by nuwe geboue verwyder voordat daar geverf word;  
 oppervlaktes wat voorheen afgewit is of ander oppervlaktes afskraap en afvryf, maar omvat nie die herstel van sodanige oppervlaktes nie;  
 mure of enige oppervlaktes afskraap of afwas om geverf te word, met dien verstande dat geen gereedskap gebruik word wat verwers gewoonlik gebruik nie of dat die werk van 'n ambagsman deur 'n ongeskoolde arbeider verrig word nie;  
 nuwe gegalaniseerde oppervlaktes afwas voordat dit geverf word en nuwe gegalaniseerde oppervlaktes onder toesig behandel wanneer 'n blaaslamp of verplosmiddel gebruik word;  
 alle soorte handskuurmiddels gebruik, met inbegrip van vryfsamestellings in voorbereidingswerk by verf en spuitverf, met inbegrip van skuurpapier van 'n graad wat nie fyner is as Oakey's No. 2 strong nie, of ekwivalent kan gebruik word vir al hierdie skoonmaakprosesse, maar geen ander borsels as skrop- of draadborsels mag gebruik word nie;  
 steenvoë uitkrap en oppervlaktes vir pleistering voorberei;  
 vlekke en sement, klip, kunsklip, leiklip, terra-cotta of dergelike oppervlaktes met karborundsteen of skuurmasjiene verwyder;  
 bewerkte vlakke van produkte met die hand afskraap deur 'n staaldraadborsel en skropborsel te gebruik;  
 stowwe met 'n skopgraaf in dagha- of betonmengmasjiene skep of dit daaruit neem, sand sif en dagha of beton met die hand met skopgrawe meng;  
 lasse van vorms met die hand met gips of met 'n stukkie blik onder toesig digmaak;  
 bekisting onder toesig aftakel;  
 vorms monteer en raamwerk en gietwerk aftakel;  
 die vulsel in vorms vasstamp, uitgesonderd deur pleistertrouffels te gebruik;

treating timber with preservative under supervision;  
tying of roof tiles with wire;  
washing down brick and concrete with scrubbing  
brushes and cleaning used bricks;  
wedging up wood props under supervision;  
working jack-hammers or using hammer and punch  
for splitting stone or drilling dowel holes;  
assisting artisans or higher graded workers where-  
ever necessary, but not to perform skilled work-  
or work defined as that of skilled labourer;

(xxvii) "wage" means that portion of the remuneration pay-  
able in money to an employee in respect of the hours  
of work prescribed in clause 10;

(xxviii) "wet weather shelter" means a shelter constructed of  
weatherproof materials in such manner, that the  
occupants will be kept dry and comfortable in any  
circumstances;

(xxix) "working day" means any day other than Saturday,  
Sunday, Good Friday, Easter Monday and the annual  
holiday prescribed in clause 23 of this Agreement, in  
respect of the ordinary hours laid down in clause 10;

(xxx) "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 21.

#### 4. WAGES.

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

|                                                                                                                                                | Per hour. |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                | s. d.     |
| (a) Unskilled Labourer.....                                                                                                                    | 0 9       |
| (b) Skilled Labourer.....                                                                                                                      | 1 7       |
| (c) Night-watchman and/or Patrolman.....                                                                                                       | 0 9½      |
| (d) Artisans in all trades.....                                                                                                                | 4 8       |
| (e) Minors—<br>during the probationary period allowed under<br>the Apprenticeship Act, 1944, the rate laid down<br>for first-year apprentices. |           |

(2) *Differential Rates.*—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 hours worked on that day.

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

(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 pay-  
ment of any remuneration during the period of such suspension.

(6) *Payment of Work on Certain Days.*—When exemption has  
been granted from the provisions of clause 10 of this Agreement,  
and unless otherwise stated in the certificate of exemption,  
double the actual rate of wages of an employee shall be paid by  
an employer for all time worked on Saturdays (subject to clause  
11 (4) of this Agreement), Sundays, Good Friday, Easter Monday  
and during the annual holiday period prescribed in clause 23 of  
this Agreement.

#### 5. COST OF LIVING ALLOWANCES.

(1) (a) Every employer shall pay to each of his employees for  
whom wages are prescribed in clause 4 (1) (d) of this Agreement,  
in addition of such wages, a cost of living allowance of 3s. 2d.  
per hour which shall be adjusted upwards or downwards at the  
rate of ½d. per hour as each notch of 1.2 points is traversed by  
the consumers price index figure, and any increase or decrease  
in the allowance in terms of these provisions shall come into  
effect on the first pay-day after the publication of the *Govern-  
ment Gazette* reflecting the change in the index figure necessitating  
such increase or decrease.

(b) For the purpose of this sub-clause—

(i) "notch" means such completed stage of 1.2 points varia-  
tion in the consumers price index figure upwards or down-  
wards from 100.0, viz. upwards 101.2, 102.4, 103.6, etc.,  
downwards 98.8, 97.6, 96.4, etc., and

(ii) "consumers price index figure" or "index figure" means  
the index figure relating to "all items" for the city of  
Bloemfontein compared with itself in October, 1958, as  
published by the Director of Census and Statistics in  
*Government Gazette*.

(2) Employees for whom wages are prescribed in paragraphs  
(a), (b) and (c) of clause 4 (1) shall be paid a cost of living allow-  
ance in accordance with the provisions of War Measure No. 43  
of 1942 as amended from time to time.

timmerhout onder toesig met 'n verduursamings-  
middel behandel;  
dakteëls met draad vasbind;  
steen- en betonwerk met skropborsels afwas en  
gebruikte stene skoonmaak; houtstutte onder  
toesig opwig;  
met hamerbore werk of hamer en pons gebruik om  
klip te breek, of tapgate boor;  
ambagsmanne of hoër gegradeerde werkers help waar  
dit ook al nodig mag wees, maar nie om geskoolde  
werk te verrig nie of werk wat as dié van 'n  
geskoolde arbeider omskryf is nie;

(xxvii) „loon”, dié gedeelte van 'n werkgewer se besoldiging  
wat in geld betaalbaar is ten opsigte van die werkkure  
wat in klousule 10 voorgeskryf word;

(xxviii) „natweerskuiling”, 'n skuiling van weerdigte materiaal  
wat die persone daarin in alle omstandighede droog  
en gerieflik hou;

(xxix) „werkdag”, enige dag, uitgesonderd Saterdag, Sondag,  
Goeie Vrydag, Paasmaandag en die jaarlikse verlof wat  
in klousule 23 van hierdie Ooreenkoms voorgeskryf  
word, ten opsigte van die gewone ure wat in klousule  
10 vasgestel word;

(xxx) „werkende werkgewer” enige werkgewer of vennoot in  
'n vennootskap wat self werk verrig soortgelyk aan dié  
wat deur die werknemers in die Nywerheid verrig  
word, en omvat die direkteur van 'n maatskappy geregi-  
streer ingevolge klousule 21.

#### 4. LONE.

(1) Behoudens die bepalings van subklousules (2), (3), (4), (5)  
en (6) van hierdie klousule mag geen werkgewer lone betaal  
teen skale laer as die volgende nie en mag geen werknemer lone  
aanvaar teen skale wat laer is as die volgende nie:—

|                                                                                                                                                                       | Per uur. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|                                                                                                                                                                       | s. d.    |
| (a) Ongeskoolde arbeider.....                                                                                                                                         | 0 9      |
| (b) Geskoolde arbeider.....                                                                                                                                           | 1 7      |
| (c) Nagwag en/of patrollieman.....                                                                                                                                    | 0 9½     |
| (d) Ambagsmanne in alle bedrywe.....                                                                                                                                  | 4 8      |
| (e) Minderjarige—<br>gedurende die proeftydperk ingevolge die Wet op<br>Vakleerlinge, 1944, toegelaat, die skaal wat neer-<br>gelê is vir die eerstejaarvakleerlinge. |          |

(2) *Differensiële skale.*—'n Werknemer wat op enige dag vir  
altesaam langer as 'n uur twee of meer soorte werk verrig waar-  
voor verskillende loonskale in subklousule (1) van hierdie klou-  
sule voorgeskryf is, moet betaal word teen die skaal van die  
hoër of hoogste loon vir alle ure op dié dag gewerk.

(3) *Betaling vir skofwerk.*—'n Werknemer wat enige skofwerk  
uitgesonderd binne die ure voorgeskryf in klousule 10 (1), moet  
betaal word teen die loonskaal voorgeskryf in subklousule (1)  
van dié klousule vir enige werknemer van sy klas, plus 10  
persent.

(4) *Betaling vir gevaarlike werk.*—Benewens die loon voorge-  
skryf in subklousule (1) van hierdie klousule, moet daar aan 'n  
werknemer minstens 10 persent van sodanige loon ten opsigte  
van elke uur of gedeelte van 'n uur waartydens hy gevaarlike  
werk verrig, betaal word.

(5) *Opskorting van diens weens ongunstige weer.*—'n Werknemer  
mag die diens van enige werknemer vanweë gunstige weer opskort  
en is nie aanspreeklik vir betaling van enige besoldiging gedu-  
rende die tydperk van sodanige opskorting nie.

(6) *Betaling vir werk op sekere dae.*—As vrystelling verleen is  
van die bepalings van klousule 10 van hierdie Ooreenkoms, en  
tensy andersins in die vrystellingstifikaat vermeld, moet 'n  
werkgewer dubbel die werklike loonskaal aan 'n werknemer  
betaal vir alle tyd gewerk op Saterdag (behoudens klousule 11 (4)  
van hierdie Ooreenkoms), Sondag, Goeie Vrydag, Paasmaandag  
en gedurende die jaarlikse vakansietydperk in klousule 23 van  
hierdie Ooreenkoms voorgeskryf.

#### 5. LEWENSKOSTETOELAE.

(1) (a) Elke werkgewer moet aan elkeen van sy werknemers  
vir wie lone in klousule 4 (1) (d) van hierdie Ooreenkoms voorge-  
skryf is, benewens sodanige lone 'n lewenskostoelae van  
3s. 2d. per uur betaal wat hoër of laer bereken moet word teen  
die skaal van 'n ½d. per uur na gelang elke kerf van 1.2 punte  
deur die verbruikersprysindekssyfer oorskry word, en enige  
verhoging of verlaging in die toelae ingevolge hierdie bepalings  
tree in werking op die eerste betaaldag na die publikasie van die  
*Staatskoerant* wat die verandering in die indekssyfer aangee wat  
sodanige verhoging of verlaging noodsaak.

(b) Vir die toepassing van hierdie subklousule beteken—

(i) „kerf”, sodanige voltooide trap van 1.2 punte verskil in  
die verbruikersprysindekssyfer boontoe of ondertoe van  
100.0, nl. boontoe 101.2, 102.4, 103.6, ens., afwaarts  
98.8, 97.6, 96.4, ens., en

(ii) „verbruikersprysindekssyfer” of „indekssyfer” die indeks-  
syfer wat betrekking het op „alle items” vir die stad  
Bloemfontein met homself vergelyk in Oktober 1958, soos  
gepubliseer deur die Direkteur van Sensus en Statistiek in  
die *Staatskoerant*.

(2) Werknemers vir wie lone in paragrawe (a), (b) en (c) van  
klousule 4 (1) voorgeskryf is, moet 'n lewenskostoelae betaal  
word ooreenkomstig die bepalings van Oorlogsmaatregel No. 43  
van 1942, soos van tyd tot tyd gewysig.

(3) The allowance prescribed and payable in terms of sub-clause (1) of this clause shall be subject to the following reservations:—

(i) In the event of the allowance prescribed under War Measure, No. 43 of 1942, as amended, or under any substituting or superseding legislation exceeding the amount prescribed in this sub-clause, an amount up to a maximum of 1s. per hour of the prescribed minimum wage applicable to employees in this category shall thereupon continue to count as cost of living allowance for the purpose of the said War Measure or of substituting or superseding legislation; and

(ii) in the event of legislation being introduced whereby the cost of living allowance or any part of the cost of living allowance as prescribed in this sub-clause is consolidated into basic wages, the wage rates prescribed for employees in this category shall be regarded as being in compliance with such legislation to the extent of a maximum amount of 1s. per hour, and to the extent applicable, such amount shall be set off against any amount consolidated under such legislation.

(4) Subject to the provisions of clause 11 (4) the cost of living allowance prescribed in this clause shall be payable only in respect of the hours prescribed in clause 10 of this Agreement.

(5) The cost of living allowance payable in accordance with the provisions of sub-clause (1) of this clause shall include any allowance prescribed in terms of War Measure No. 43 of 1942, as amended, or as may be amended, and where the cost of living allowance prescribed in terms of the War Measure is higher than that payable in terms of sub-clause (1) of this clause, the War Measure allowance shall be paid, subject to the provisions of sub-clause 3 (i) of this clause.

#### 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.

(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 and 24 of this Agreement, 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 schemes.

(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 contract basis.

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

#### 7. WALKING TIME.

(1) Whenever a job is situated outside a radius of three miles but within a radius of eight miles from the General Post Office, Bloemfontein, the employer shall pay to each employee employed on such a job an allowance of threepence for every half mile or portion of half mile of the distance beyond such three-mile radius.

(2) The allowance shall be payable both ways daily.

(3) An employer shall be entitled to provide transport in lieu of the foregoing, or pay for transport in respect of the said distance as described in sub-clause (1) of this clause.

(4) Any time occupied by the employee proceeding to or from work, shall be outside the ordinary working hours as prescribed in clause 10.

(5) An employer shall pay the allowance payable in terms of this clause weekly on the usual pay-day.

#### 8. COUNTRY JOBS.

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

(a) Where the employee is able to and does return to his home every day, return second class railway fare or bus fare daily. Only time worked on a job shall be paid for.

(3) Die toelae voorgeskryf en betaalbaar ingevolge subklousule (1) van hierdie klousule is onderworpe aan die volgende voorbehoude:—

(i) Vir geval die toelae kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf of kragtens enige plaasvervangende wetgewing wat die bedrag in hierdie subklousule voorgeskryf, te bowe gaan, tel 'n bedrag van tot 'n maksimum van 1s. per uur van die voorgeskryfde minimum loon van toepassing op werknemers in hierdie kategorie steeds as lewenskostoelae vir die toepassing van genoemde Oorlogsmaatreël of van plaasvervangende wetgewing; en

(ii) ingeval wetgewing ingestel word waardeur lewenskostoelae of enige gedeelte van die lewenskostoelae soos voorgeskryf in hierdie subklousule in die basiese loon gekonsolideer word, word die loonskale voorgeskryf vir werknemers in hierdie kategorie geag as synde in ooreenstemming met sodanige wetgewing tot 'n maksimum bedrag van 1s. per uur, en vir sover dit toepaslik is, moet sodanige bedrag teen enige bedrag kragtens sodanige wetgewing gekonsolideer, verrek word.

(4) Behoudens die bepalings van klousule 11 (4) is die lewenskostoelae voorgeskryf in hierdie klousule slegs betaalbaar ten opsigte van die ure voorgeskryf in klousule 10 van hierdie Ooreenkoms.

(5) Die lewenskostoelae betaalbaar ooreenkomstig die bepalings van subklousule (1) van hierdie klousule, omvat enige toelae voorgeskryf ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos gewysig kan word, en waar die lewenskostoelae voorgeskryf ingevolge die Oorlogsmaatreël hoër is as dié betaalbaar ingevolge subklousule (1) van hierdie klousule, moet die Oorlogsmaatreëltoelae betaal word, behoudens die bepalings van subklousule (3) (i) van hierdie klousule.

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

(1) Die uitgee deur werkgewers of die verrigting deur werknemers van werk op 'n stukwerkbasis of enige stelsel van besoldiging vir arbeid waarby verdienste van 'n werknemer gegrond is of bereken word volgens die hoeveelheid of afmetings van die werk wat verrig word, is verbode.

(2) Ondanks die bepalings van subklousule (1) en behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy geregtig sou gewees het ingevolge klousules 4, 5 en 24 van hierdie Ooreenkoms, of enige ander ooreenkoms tussen die partye aangegaan, kan 'n werkgewer 'n werknemer se besoldiging grond op die hoeveelheid of opbrengs van werk wat verrig is; met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie uitgesonderd in die vorm van 'n aansporingskema oor die voorwaardes waarvoor ooreengekom is soos in subklousules (3) en (4) hieronder uiteengesit; voorts met dien verstande dat vakleerlinge nie toegelaat moet word om in sodanige aansporingskema deel te neem nie.

(3) Enige werknemer wat van voorneme is om 'n aansporingskema in te stel, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers wat oor die voorwaardes van enige sodanige skema kan ooreenkom, aanstel.

(4) Die voorwaardes van enige sodanige aansporingskema en enige daaropvolgende wysiging daarvan waarvoor die komitee ooreen kan gekom het, moet op skrif gestel word en deur die lede van die komitee onderteken word, en mag nie deur die komitee verander word of deur enigeen van die partye beëindig word nie tensy die party wat begeer om die ooreenkoms te verander of te beëindig die ander party skriftelik aldus in kennis gestel het, soos die partye kon ooreengekom het toe hulle sodanige ooreenkoms aangegaan het.

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

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

#### 7. LOOPTYD.

(1) Wanneer 'n werk buite 'n straal van drie myl maar binne 'n straal van agt myl vanaf die Hoofposkantoor, Bloemfontein, geleë is, moet die werkgewer aan elke werknemer in diens by sodanige werk 'n toelae van 3d. vir elke halfmyl of gedeelte van 'n halfmyl van die afstand buite sodanige driemylstraal betaal.

(2) Die bedrag is betaalbaar vir 'n heen en weer reis per dag.

(3) 'n Werkgewer is geregtig om vervoer te verskaf in plaas van voornemde, of om vir vervoer te betaal ten opsigte van genoemde afstand soos omskryf in subklousule (1) van hierdie klousule.

(4) Enige tyd wat die werknemer bestee wanneer hy na sy werk gaan of van die werk af kom, moet buite die gewone werkure, soos in klousule 10 voorgeskryf, wees.

(5) 'n Werkgewer moet die toelae betaalbaar ingevolge hierdie klousule weekliks op die gewone betaaldag betaal.

#### 8. PLATTELANDSE WERK.

Die volgende vervoertoelae en/of toelae vir nagverblyf moet deur 'n werkgewer aan 'n werknemer betaal word wat deur hom gestuur word om by werk op die platteland diens te doen:—

(a) Waar die werknemer in staat is om elke dag na sy huis terug te gaan en dit doen, die geld van 'n tweede klas spoorwegreiskaartjie of daaglikse busgeld. Daar word slegs vir tyd wat aan 'n werk bestee is, betaal.

- (b) Where the employee is unable to return to his home daily—
- second class railway fare to and from the place of work at the beginning and termination of such work respectively; time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wages of the employee concerned as prescribed in clause 4 of this Agreement;
  - suitable sleeping accommodation, in proximity to the place of work, or an allowance of 15s. per working day in lieu thereof;
  - an employee, if able to proceed to his home at the week-end and return by the ordinary starting time Monday (or Tuesday, if Monday is a holiday in the Industry), shall be entitled to second class railway return fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken; wages shall not be payable in respect of any time spent travelling during such week-ends.

#### 9. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

(1) All wages, earning for overtime, allowances and all other remuneration due to an employee shall be paid in cash weekly not later than 4.45 p.m. on Fridays, or on termination of employment if this takes place before the ordinary pay-day of the employee; provided that—

- 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;
- when Friday is a holiday in the Industry, payment shall be made on the last working day preceding Friday.

(2) Wages, earnings for overtime, allowances and all other remuneration shall be handed to the employees in sealed envelopes endorsed with the name and address of the employer, the name of the employee and a statement of the hours worked, overtime, authorised deductions, and the amount enclosed. The envelope shall be endorsed as follows:—

| Employee's Name               |                                  | Week Ending |  |
|-------------------------------|----------------------------------|-------------|--|
| Name and Address of Employer. | Wage..... hours at               |             |  |
|                               | C.O.L.A..... hours at            |             |  |
|                               | Holiday..... hours at            |             |  |
|                               | Overtime..... hours at           |             |  |
|                               | Walking time..... half mile at   |             |  |
|                               | Country Allowance..... days at   |             |  |
|                               | TOTAL..... £                     |             |  |
| Less Deductions:—             |                                  |             |  |
|                               | Benefit Fund.....                |             |  |
|                               | Unemployment Insurance Fund..... |             |  |
|                               | Industrial Council Levy.....     |             |  |
|                               | Holiday Fund.....                |             |  |
|                               | AMOUNT ENCLOSED (CASH)..... £    |             |  |
| Voucher..... enclosed.        |                                  |             |  |

(3) 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:—

- Deductions referred to in clauses 20 and 25 of this Agreement;
- with the written consent of this employee, a deduction for a pension or like fund or sick benefit fund;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- when an employee, agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, 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      |

- with the written consent of his employee, a deduction for contributions to a trade union which is a party to this Agreement.

(b) Waar die werknemer nie daaglik na sy huis kan terugkeer nie—

- tweede klas-retoertrengeld van en na die werk onderskeidelik by die aanvang en beëindiging van die werk; vir reistyd gedurende gewone werkdag moet die gewone werkdag moet die gewone uurloon betaal word soos in klousule 4 van hierdie Ooreenkoms vir die betrokke werknemer voorgeskryf;
- geskikte slaapplek naby die werkplek of 'n toelae van 15s. per dag in plaas daarvan;
- is 'n werknemer, indien hy in staat is om oor die naweek na sy huis terug te gaan en op die gewone begintyd op Maandag (of Dinsdag, as Maandag 'n vakansiedag in die Nywerheid is) terugkeer, is hy geregtig op die geld vir 'n tweede klas-spoorwegretoerkaartjie vir naweke, maar geen betaling in die plek van sodanige geld word gemaak as die reis nie onderneem word nie; lone is nie betaalbaar ten opsigte van enige tyd wat gedurende sodanige naweke aan reis bestee word nie.

#### 9. BETALING VAN LONE, TOELAES EN OORTYD.

(1) Alle lone, oortydverdiens, toelaes en alle ander besoldiging verskuldig aan 'n werknemer moet weekliks voor of op 4.45 nm. op Vrydag in kontant betaal word of by diensbeëindiging as dit plaasvind voor die gewone betaaldag van die werknemer; met dien verstande dat—

- betaling kan geskied op 'n dag voor Vrydag as die werknemer en die werknemer daartoe ooreengekom het en as die werknemer die Raad skriftelik van sodanige wysiging in kennis stel;
- as Vrydag 'n vakansiedag in die Nywerheid is, moet betaling geskied op die laaste werkdag wat Vrydag voorafgaan.

(2) Lone, verdienste vir oortyd, toelaes en alle ander besoldiging moet aan die werknemers in verskeide koeverte oorhandig word waarop die naam en adres van die werknemer verskyn, die naam van die werknemer en 'n opgawe van die ure gewerk, oortyd, gemagtigde aftrekkings, en die bedrag wat ingesluit is. Die volgende moet op die koevert verskyn:—

| Naam van werknemer           |                                     | Week geëindig |  |
|------------------------------|-------------------------------------|---------------|--|
| Naam en adres van werknemer. | Loon..... ure teen                  |               |  |
|                              | Lewenskoste-toelae..... ure teen    |               |  |
|                              | Vakansiedag..... ure teen           |               |  |
|                              | Oortyd..... ure teen                |               |  |
|                              | Looptyd..... ure teen               |               |  |
|                              | Plattelandse toelae..... ure teen   |               |  |
|                              | TOTAAL..... £                       |               |  |
| Min aftrekkings:—            |                                     |               |  |
|                              | Bystandfonds.....                   |               |  |
|                              | Werkloosheidsversekeringsfonds..... |               |  |
|                              | Nywerheidsraadheffing.....          |               |  |
|                              | Vakansiefonds.....                  |               |  |
|                              | BEDRAG INGESLUIT (KONTANT)..... £   |               |  |
| Bewys..... ingesluit.        |                                     |               |  |

(3) 'n Werknemer mag sy werknemer geen boetes opleë nie of enige aftrekkings van sy werknemer se besoldiging doen nie uitgesonderd die volgende:—

- Aftrekkings in klousules 20 en 25 van hierdie Ooreenkoms genoem;
- met die skriftelike toestemming van sy werknemer 'n aftrekking vir 'n pensioen- of dergelike fonds, of siektebystandfonds;
- 'n aftrekking van enige bedrag wat 'n werknemer by enige wet of enige bevel van 'n bevoegde hof verplig of toegelaat is om te doen;
- as 'n werknemer daartoe toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig is om efen/of losies van sy werknemer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder aangegee:—

|                      | Per week. | Per maand. |
|----------------------|-----------|------------|
|                      | s. d.     | £ s. d.    |
| Ete.....             | 4 0       | 0 17 4     |
| Losies.....          | 2 0       | 0 8 8      |
| Ete en Inwoning..... | 6 0       | 1 6 0      |

- Met die skriftelike toestemming van sy werknemer 'n aftrekking vir bydraes aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is.

(4) 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.

#### 10. DAYS AND HOURS OF WORK.

(1) Subject to the provisions of sub-clause (4) of this clause and clause 11 of this Agreement, no employer shall require or permit an employee for whom wages are prescribed in clauses 4 (1) (d) and 4 (1) (e), to work and no such employee shall work—

- (a) for more than 40 hours in any one week or for more than eight hours in any one day;
- (b) for more than five days in any one week—Monday to Friday;
- (c) on a Saturday, Sunday, Good Friday, Easter Monday and during the annual holiday period prescribed in clause 23 of this Agreement;
- (d) before 7.45 a.m. or after 4.45 p.m.;
- (e) between 12 noon and 1 p.m. on any one day—Monday to Friday inclusive;
- (f) for a continuous period of more than five hours without an uninterrupted interval of at least one hour.

(2) Subject to the provisions of sub-clause (4) of this clause and clause 11, no employer shall require or permit an employee for whom wages are prescribed in clauses 4 (1) (a) and 4 (1) (b) to work and no such employee shall work—

- (a) for more than 46 hours in any one week or for more than nine hours twelve minutes in any one day;
- (b) for more than five days in any one week—Monday to Friday;
- (c) on a Saturday, Sunday, Good Friday, Easter Monday or during the annual holiday period prescribed in clause 23 of this Agreement;
- (d) subject to the provisions of paragraph (a) of this sub-clause before 7 a.m. or after 5.30 p.m.;
- (e) between 12 noon and 1 p.m., on any day from Monday to Friday inclusive;
- (f) for a continuous period of more than five hours on any one day without an uninterrupted interval of at least one hour.

(3) All working employers or partners shall observe the provisions of sub-clauses (1) and (2) of this clause.

(4) (a) Subject to the consent of the Council an employer may engage employees to work two or three shifts during any period of twenty-four hours; provided that no employee shall work more than one shift in any period of twenty-four hours except under the conditions prescribed in clause 11 of this Agreement; and provided 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.

(b) An employee who is required to work any shift other than the shift laid down in sub-clause (1) of this clause shall be paid at the rate of wage prescribed in clause 4 of this Agreement plus 10 per cent of such rate.

(5) No employee whilst in the employ of an employer shall, for remuneration or not, solicit, undertake or perform work in the industry—

- (a) outside the hours prescribed in sub-clauses (1) and (2) of this clause;
- (b) on a Saturday or Sunday;
- (c) on or during the holiday period prescribed in clause 23 (1) of this Agreement;
- (d) on or during the public holidays prescribed in sub-clauses (2) and (3) of clause 23 of this Agreement.

(6) The provisions of this clause shall not apply to a night-watchman and/or patrolman; provided that an employer shall not require or permit such employee to work or to be on duty for a longer period of twelve hours without an interval of at least twelve hours during which the employer shall not require or permit him to work or be on duty.

#### 11. OVERTIME.

(1) Subject to the provisions of the succeeding paragraphs of this clause, no employer shall require or permit overtime to be worked and no employee shall work overtime without the prior consent of the Council except in the case of emergency work, in which event the employer shall notify the Council as soon as possible after the commencement of such overtime of the fact that overtime is worked and of the circumstances necessitating such overtime.

(2) An employer who requires permission to work overtime for purposes other than emergency work shall apply to the Council in writing and, notwithstanding the provisions of sub-clause (1) hereof, the Council shall not withhold permission in respect of overtime not exceeding one hour per day from Monday to Friday inclusive unless in the opinion of the Council the granting of permission to work such overtime would be prejudicial to the interests of unemployed artisans and/or other employees or to the interest of the industry generally.

(4) Geen betaling moet aan 'n werkgewer gedoen word en hy mag geen betaling ontvang, hetsy regstreeks of onregstreeks ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

#### 10. WERKDAE EN WERKURE.

(1) Behoudens die bepalings van subklousule (4) van hierdie klousule en klousule 11 van hierdie Ooreenkoms, mag geen werkgewer 'n werknemer vir wie lone in klousule 4 (1) (e) voorgeskrif is, verplig of toelaat om te werk, en geen sodanige werknemer mag werk—

- (a) vir langer as 40 uur in 'n week of vir langer as 8 uur op 'n dag nie;
- (b) vir langer as 5 dae in 'n week — Maandag tot Vrydag nie;
- (c) op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag en gedurende die jaarlikse vakansietydperk nie in klousule 23 van hierdie Ooreenkoms voorgeskrif;
- (d) voor 7.45 vm. of na 5.45 nm. nie;
- (e) tussen 12-uur middag en 1 nm. op enige dag — Maandag tot en met Vrydag nie;
- (f) vir 'n deurlopende tydperk van langer as 5 uur sonder 'n ononderbroke pouse van minstens een uur nie.

(2) Behoudens die bepalings van subklousule (4) van hierdie klousule en klousule 11 mag geen werkgewer 'n werknemer vir wie lone in klousules 4 (1) (a) en 4 (1) (b) voorgeskrif is, verplig of toelaat om te werk, en geen sodanige werknemer moet werk—

- (a) vir langer as 46 uur in 'n week of vir langer as 9 uur 12 minute op 'n dag nie;
- (b) vir langer as 5 dae in 'n week — Maandag tot Vrydag nie;
- (c) op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag of gedurende die jaarlikse vakansietydperk nie in klousule 23 van hierdie Ooreenkoms voorgeskrif;
- (d) behoudens die bepalings van paragraaf (a) van hierdie subklousule voor 7 vm. of na 5.30 nm. nie;
- (e) tussen 12-uur middag en 1 nm. of enige dag van Maandag tot en met Vrydag nie;
- (f) vir 'n deurlopende tydperk van langer as 5 uur op 'n dag nie sonder 'n ononderbroke pouse van minstens een uur.

(3) Alle werkende werkgewers of vennote moet die bepalings van subklousules (1) en (2) van hierdie klousule nakom.

(4) (a) Onderworpe aan die toestemming van die Raad mag 'n werkgewer werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van vier-en-twintig uur te werk, met dien verstande dat geen werknemer meer as een skof in enige tydperk van vier-en-twintig uur werk nie, uitgesonderd onder die voorwaardes voorgeskrif in klousule 11 van hierdie Ooreenkoms; en met dien verstande dat een van die skofte gewerk word binne die tyd voorgeskrif in subklousule (1) van hierdie klousule vir die klas of klasse werknemers daarin vermeld.

(b) 'n Werknemer wat verplig word om enige skof te werk uitgesonderd die skof wat in subklousule (1) van hierdie klousule bepaal is, moet betaal word teen die loonskaal voorgeskrif in klousule 4 van hierdie Ooreenkoms plus 10 persent van sodanige skaal.

(5) Geen werknemer mag terwyl hy in die diens van 'n werkgewer is, hetsy vir besoldiging of nie, werk in die Nywerheid aanvaar, onderneem of verrig nie—

- (a) buite die gewone ure voorgeskrif in subklousules (1) en (2) van hierdie klousule;
- (b) op 'n Saterdag of Sondag;
- (c) op of gedurende die vakansietydperk voorgeskrif in klousule 23 (1) van hierdie Ooreenkoms;
- (d) op of gedurende die openbare vakansiedae voorgeskrif in subklousules (2) en (3) van klousule 23 van hierdie Ooreenkoms.

(6) Die bepalings van hierdie klousule is nie van toepassing op 'n nagwag en/of patrollieman nie; met dien verstande dat 'n werkgewer nie sodanige werknemer moet verplig of toelaat om vir 'n langer tydperk as twaalf uur sonder 'n pouse van minstens twaalf uur te werk of op diens te wees nie, waartydens die werkgewer hom nie moet verplig of toelaat om te werk of op diens te wees nie.

#### 11. OORTYD.

(1) Behoudens die bepalings van die volgende paragrawe van hierdie klousule mag geen werkgewer eis of toelaat dat oortyd gewerk word nie en geen werknemer mag oortyd werk sonder voorafgaande toestemming van die Raad nie, behalwe in geval van noodwerk, en in die geval moet die werkgewer die Raad so spoedig moontlik na die aanvang van sodanige oortyd van die feit in kennis stel dat oortyd gewerk word en van die omstandighede wat die oortyd nodig maak.

(2) 'n Werkgewer wat toestemming verlang om oortyd te werk vir ander doeleindes as noodwerk moet skriftelik by die Raad daarom aansoek doen en, ondanks die bepalings van subklousule (1) hiervan mag die Raad nie toestemming weier ten opsigte van oortyd wat een uur per dag van Maandag tot en met Vrydag nie te bowe gaan nie, tensy na die mening van die Raad die toestemming om die oortyd te werk die belange van werklose ambagsmanne en/of ander werknemers of die belange van die Nywerheid in die algemeen sal benadeel.

(3) Notwithstanding the fact that the Council may have granted permission to work overtime, it may require the discontinuance of overtime, if in its opinion the working of such overtime has become prejudicial to the interest of unemployed artisans and/or other employees or to the interest of the industry generally.

(4) *Payment of Overtime.*—An employee who is required or permitted to work overtime shall be paid at the rate of—

(a) in the case of employees for whom wages are prescribed in clause 4 (1) (d) of this Agreement—

(i) either one and one half times his basic wage or an amount equal to his ordinary remuneration made up of his basic wage and the prescribed cost of living allowance and holiday fund payments, whichever is the more favourable to him, for each hour or part of an hour in respect of—

(aa) the first two hours overtime worked daily—Monday to Friday;

(bb) the first two hours worked before noon on a Saturday;

(ii) double the basic wage for each hour or part of an hour in respect of—

(aa) all time worked in excess of two hours per day—Monday to Friday;

(bb) all time worked in excess of two hours on a Saturday;

(cc) all time worked on Sundays and the holidays prescribed in clause 23;

(b) in the case of employees for whom wages are prescribed in clauses 4 (1) (a) and 4 (1) (b) of this Agreement—

(i) either double his basic wage or an amount equal to his ordinary remuneration made up of his basic wage and the prescribed cost of living allowance and holiday fund payment, whichever is the more favourable to him, for each hour or part of an hour in respect of—

(aa) all time worked in excess of the ordinary hours of work prescribed in clause 10;

(bb) all time worked on Saturdays, Sundays, and the holidays prescribed in clause 23.

(5) Application for permission to work overtime 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—

(a) his name and address;

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

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

(d) the number and categories of the employees involved;

(e) the reasons why it should be executed outside the hours prescribed in clause 10 of this Agreement.

(6) Overtime required of an employee in terms of sub-clauses (2) and (3) of this clause shall be on a voluntary basis and the refusal of an employee to work such overtime for any reason shall not constitute good cause for the summary dismissal of such employee.

(7) The ordinary hours of work plus overtime shall in no case exceed 56 hours per week.

## 12. 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) (d) 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.

(3) Ondanks die feit dat die Raad toestemming mag verleen het om oortyd te werk, kan hy vereis dat oortyd gestaak word indien na sy mening die verrigting van die oortyd tot nadeel begin strek het van die belang van werklose ambagsmanne en/of ander werknemers of van die belange van die Nywerheid in die algemeen.

(4) *Betaling vir oortyd:* 'n Werknemer wat verplig of toegelaat word om oortyd te werk, moet teen die volgende skaal betaal word:—

(a) in die geval van werknemers vir wie lone in klousule 4 (1) (d) van hierdie Ooreenkoms voorgeskryf is—

(i) een en 'n halfmaal sy basiese loon of 'n bedrag gelyk aan sy gewone besoldiging wat bestaan uit sy basiese loon en die voorgeskrewe lewenskostoelae en vakansiefondsbetalings, wat ookal vir hom die gunstigste is, vir elke uur of gedeelte van 'n uur ten opsigte van—

(aa) die eerste twee uur oortyd daaglikse gewerk—Maandag tot Vrydag;

(bb) die eerste twee uur voormiddag of 'n Saterdag gewerk;

(ii) dubbel die basiese loon vir elke uur of gedeelte van 'n uur ten opsigte van—

(aa) alle tyd bo en behalwe twee uur per dag gewerk—Maandag tot Vrydag;

(bb) alle tyd bo en behalwe twee uur op 'n Saterdag gewerk;

(cc) alle tyd op Sondag gewerk en op die vakansiedae voorgeskryf in klousule 23;

(b) in die geval van werknemers vir wie lone in klousules 4 (1) (a) en 4 (1) (b) van hierdie Ooreenkoms voorgeskryf is—

(i) of dubbel sy basiese loon of 'n bedrag gelyk aan sy gewone besoldiging wat bestaan uit sy basiese loon en die voorgeskrewe lewenskostoelae en vakansiefondsbetaling, wat ook al die gunstigste vir hom is, vir elke uur of gedeelte van 'n uur ten opsigte van—

(aa) alle tyd gewerk bo en behalwe die gewone werksure voorgeskryf in klousule 10;

(bb) alle tyd gewerk op Saterdag, Sondag, en die vakansiedae in klousule 23 voorgeskryf.

(5) Aansoek om verlof om oortyd te werk, moet skriftelik by die Raad voor 12-uur middag op die besigheidsdag waarop sodanige oortyd gewerk moet word, ingedien word, of in die geval van werk wat op 'n Saterdag of 'n Sondag verrig moet word, voor twaalfuur middag op die voorafgaande Donderdag. Die applikant moet die volgende vermeld:—

(a) Sy naam en adres;

(b) die aard van die werk wat verrig moet word;

(c) die plek waar, die datum waarop en tye wanneer dit moet begin en eindig;

(d) die getal en kategorieë van die werk van die betrokke werknemers;

(e) die rede waarom dit buite die ure voorgeskryf in klousule 10 van hierdie Ooreenkoms verrig moet word.

(6) Oortyd wat van 'n werknemer vereis word kragtens sub-klousules (2) en (3) van hierdie klousule moet op 'n willekeurige grondslag geskied, en die weiering van 'n werknemer om sodanige oortyd om enige rede te werk is nie genoegsame rede om sodanige werknemer summier te ontslaan nie.

(7) Die gewone werksure plus oortyd mag in geen geval 56 uur per week oorskry nie.

## 12. DIENSBEÏNDIGING.

(1) Geen kennis van diensbeëindiging word vereis nie tensy die betrokke werknemer vir minstens drie agtereenvolgende dae by dieselfde werkgewer gewerk het.

(2) Behoudens—

(a) die reg van 'n werkgewer of werknemer om die diens te beëindig sonder kennisgewing vir enige goeie rede by wet as voldoende erken; of

(b) die bepaling van enige skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n langer tydperk as dié wat hierin bepaal word, stipuleer;

moet 'n werkgewer wat die diens van 'n werknemer wil beëindig en 'n werknemer wat uit die diens van 'n werkgewer wil tree, in die geval van skrynwerkers en timmermans, minstens twee uur kennis gee en, in die geval van ander werknemers, minstens een uur kennis gee van sodanige diensbeëindiging aan die werkgewer of die werknemer, na gelang van die geval, op enige werkdag.

(3) Die minimum tydperk van sodanige kennisgewing tree in werking aan die begin van die laaste twee uur of een uur, na gelang van die geval, voor ophoutyd op die dag ten opsigte waarvan kennis gegee word, met dien verstande dat—

(a) 'n werkgewer wat aan 'n werknemer vir wie lone in klousule 4 (1) (d) voorgeskryf is, kennis gee, sodanige werknemer moet toelaat om sy gereedskap in werkende toestand te bring gedurende die minimum tydperk van sodanige kennisgewing, uitgesonderd in die geval van 'n werknemer wat vir minder as 5 dae gewerk het;

(b) 'n werknemer wat aan 'n werkgewer kennis gee van diensbeëindiging, gedurende die minimum tydperk van sodanige kennisgewing sy werk waarin hy in diens geneem is, moet voortsit;

(c) 'n werknemer wat verlang dat sy lone wat aan hom verskuldig is, betaal word by diensbeëindiging, sy diens by die die werkgewer moet opse op die gewone begintyd op die dag van sodanige diensbeëindiging.

## 13. STORAGE AND PROVISION OF TOOLS, ETC.

(1) A suitable place for locking up tools shall be provided by an employer on all jobs. This shall not apply to jobbing work. All employees' tools in workshops shall be insured by the employer against loss by fire.

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

(3) Employers shall provide, in the case of—

(a) *Carpenters*.—All cramps, hand screws, glue brushes, wrenches, crowbars, augurs and bits over 12 inches long, all hammers over 3 lb. and all saws for cutting corrugated asbestos and other materials of a similar hardness.

(b) *Masons and Stonecutters*.

- (i) Tools for working granite or hard stone and claws;
- (ii) suitable sheds for stone-cutters, the roof of which must not be less than 10 feet high. This rule shall not be applied to small jobs on building sites;
- (iii) an employee to sharpen all tools.

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

(d) *Plasterers*.—Dagaboard and stands of suitable height, rollers, straight edges and special granolithic tools.

(e) *Plumbers and Gasfitters*.

- (i) Machines used in shops or on job.
- (ii) Stake and rivetting bars and drills of all sizes.
- (iii) Screwing tackle, such as stock, dies, taps and ratchets.
- (iv) Pipe cutting tools and vices.
- (v) Special and heavy caulking irons and firepots.
- (vi) Metal pots and large ladles.
- (vii) Chisels, punches, and wall pins over 9 inches in length.
- (viii) Soldering irons and blow lamps.
- (ix) Files and hacksaw blades.
- (x) Mandrills over 2 inches in diameter.
- (xi) Rivet sets from No. 12 rivet and over, and grooving tools.
- (xii) Sheet metal workers' mallets and heavy dressers.
- (xiii) Punches over  $\frac{1}{4}$  (one quarter) inch in diameter, hollow or solid.
- (xiv) Wrenches and tongs over 12 inches in diameter.

(f) *Electricians*.—Large files, blowlamps, draw vices, large chisels, saw blades and screw cutting tools.

## 14. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK.

Employers and employees shall observe the following rules:—

(1) *Plastering Modelling Shops*.—An employer shall provide that the filling of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than the rate of wages laid down for an artisan in this Agreement.

(2) *Concrete Work*.—Every employer shall employ an employee at the rate of wages laid down for an artisan in this Agreement who, whilst concrete is being placed *in situ*, shall solely and continuously supervise employees performing such work.

(3) (a) *Stone Work*.—Operators of stone-turning and/or planing machines and/or diamond and carborandum sawing machines shall be paid not less than the rate of wages laid down for building trade artisan in this Agreement.

(b) Employees employed in fixing saw blades, setting stones ready for sawing and fixing and levelling all stones for polishing machines, shall be paid not less than the rate of wages laid down for an artisan in this Agreement.

(c) Masons' bankers must be not less than 9 feet apart, and no dust shall be blown off with exhaust or other air during working hours.

(d) An employee shall not be required to use stone which has been worked by an employee who received wages at a lower rate than that prescribed for an artisan in this Agreement.

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

(4) *Scaffold*.—An employer shall ensure that all scaffolding be properly constructed of sound material and erected by or under supervision of a rigger or other employee, who shall be paid not less than the standard rate of wages laid down for an artisan in this Agreement.

## 13. BERE EN VERSKAFFING VAN GEREEDSKAP.

(1) By alle werk moet 'n werkgewer 'n geskikte plek vir die toesluit van gereedskap voorsien. Dit is nie van toepassing op los werk nie. Die gereedskap van alle werknemers in werkwinkels moet deur die werkgewer teen verlies as gevolg van brand verseker word.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap voorsien. Waar daar geen slypsteen by 'n werk voorsien word nie, moet daar geskikte fasiliteite en genoeg tyd aan timmermans en skrynwerkers toegestaan word om hulle gereedskap in die haak te kry voor diensbeëindiging.

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

(a) *Timmermans*.—Alle klemme, handskroewe, lymkwaste, skroefslutels, koevoete, houtbore en boorysters van meer as 12 duim, hamers van oor die 3 lb. en alle sae en/of snygereedskap vir geriffelde asbes en ander materiaal wat ewe hard is.

(b) *Klipmesselaars en -kappers*.

(i) Gereedskap vir die bewerking van graniet of harde klip, en kloue;

(ii) geskikte afdakke vir klipkappers waarvan die dak nie minder as 10 voet hoog mag wees nie. Hierdie bepaling geld nie vir klein werkies op bouterreine nie;

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

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

(d) *Pleisteraars*.—Daghaborde en bokke van geskikte hoogte, rollers, ryplanke en gereedskap wat spesiaal vir die bewerking van granoliet bedoel is.

(e) *Loodgieters en gasaanleërs*.

(i) Masjiene vir gebruik in die werkwinkel of by die werk;

(ii) handaambeelde, klinkboute en bore van alle groottes;

(iii) alle skroefsnijgereedskap soos stok, snymoer, skroefdraadtap en palrat;

(iv) pypsnijgereedskap en skroewe;

(v) spesiale en swaar kalfaterysters en vuurpotte;

(vi) metaalpotte en groot gietleple;

(vii) beitels, deurslae en muurpenne van oor die 9 duim;

(viii) soldeerboute en -lampe;

(ix) vyle en ystersaaglemme;

(x) skroefspille van meer as 2 duim in deursnee;

(xi) klinknaelstelle van No. 12-klinknael en meer, en groefgereedskap;

(xii) metaalplaatwerkers se ligte en swaar dryfhamers;

(xiii) deurslae van meer as 'n  $\frac{1}{4}$ -duim in deursnee, hol of solied;

(xiv) skroefslutels en tange van meer as 12 duim in deursnit.

(f) *Elektrisiërs*.—Groot vyle, blaaslampe, spanskroewe, groot beitels, saaglemme en skroefdraadsnygereedskap.

## 14. SPESIALE BEPALINGS VIR BESONDERE KLASSE WERK.

Werkgewers en werknemers moet onderstaande reëls nakom:—

(1) *Pleistermodelleerwerkwinkels*.—'n Werkgewer moet toesien dat die invul van vorms uitgevoer word onder gepaste toesig van 'n werknemer, wat minstens die loonskaal betaal moet word wat neergelê is vir 'n ambagsman in hierdie Ooreenkoms.

(2) *Betonwerk*.—Elke werkgewer moet 'n werknemer in diens neem teen die loonskaal vir 'n ambagsman in hierdie Ooreenkoms neergelê wat, terwyl beton op die regte plek geplaas word, alleenlik en ononderbroke toesig sal hou oor werknemers wat sodanige werk verrig.

(3) (a) *Klipwerk*.—Bedieners van klipdraai- en/of skaafmasjiene en/of diamant- en karborundsaagmasjiene moet minstens die loonskaal ontvang wat neergelê is vir ambagsmanne in die Bounywerheid in hierdie Ooreenkoms.

(b) Werknemers in diens vir die stel van saaglemme, klippe regstel vir saag en alle klip vir poleermasjiene regstel en gelykstel, moet minstens die loonskaal betaal word wat vir 'n ambagsman in hierdie Ooreenkoms neergelê is.

(c) Klipmesselaarstellasies moet minstens 9 voet van mekaar wees, en geen stof mag met uitlaat- of ander lug gedurende werkure weggeblaas word nie.

(d) 'n Werknemer moet nie verplig word om klip te gebruik wat gewerk is deur 'n werknemer wat lone ontvang het teen 'n laer skaal as dié wat in hierdie Ooreenkoms vir 'n ambagsman voorgeskryf is nie.

(e) Alle gevierkante klip moet op die werkgewer se werf of by die werkplek bewerk word, maar kan by die gruisgat kleiner gemaak word deur slegs 'n breekhamer te gebruik. As die werkgewer se werf by die gruisgat geleë is, moet dit op 'n redelike veilige afstand van die werkvlak van die gruisgat wees.

(4) *Steiers*.—'n Werkgewer moet seker maak dat alle steiers behoorlik opgerig is van 'n stewige materiaal en dat dit deur of onder toesig van 'n optakelaar of ander werkgewer geskied, wat minstens die standaardloonskaal betaal moet word wat vir 'n ambagsman in hierdie Ooreenkoms neergelê is.

(a) General.

- (i) All poles are to be clean and all bark removed before using; all timber used shall be free from dangerous knots and other defects.
- (ii) All scaffold cords shall be not less than  $\frac{1}{2}$  inch in diameter by 20 feet in length. Chain gear may be used.
- (iii) All wedges for the lashings shall be properly tapered and not less than 14 inches in length.
- (iv) Cleats shall not be used for supporting any member of the framing.
- (v) All wooden scaffold poles shall be lapped not less than 6 feet and have three lashings.
- (vi) In needle scaffold the needles shall be fixed on edge and shall be 9 inches by 3 inches deal or timber of equal strength. Needles shall be spaced not more than 6 feet apart with 9 inches by  $1\frac{1}{2}$  inch flooring platforms. If 9 inches by 3 inches 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 scaffold shall be provided with a strong and securely fixed guard rail.

(b) Bricklaying Scaffold.

- (i) The standards must not be less than 5 inches in diameter at base and must be fixed in earth or in barrels with a proper foundation and at not more than 8 feet centres.
  - (ii) The ledges must not be less than 5 inches in diameter based horizontally to standards at not more than 4 feet centres.
  - (iii) The putlogs must not be less than 3 inches by  $4\frac{1}{2}$  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 inches by  $1\frac{1}{2}$  inch deal boards shall be provided and lashed to the standards at a height of not more than 3 feet above the decking of all scaffolds over 15 feet above ground level.
  - (v) Guard B board of 9 inches by  $1\frac{1}{2}$  inch deal to be nailed as skirting to the standards close down to decking of all scaffolding more than 15 feet above ground level.
  - (vi) Platforms of decking shall not be less than 3 feet in width and constructed with 9 inches by  $1\frac{1}{2}$  inch or 12 inches by  $1\frac{1}{2}$  inch deal boards. All laps to be not less than 12 inches and evenly fixed over putlogs.
  - (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 inches by  $1\frac{1}{2}$  inch decking.
- (d) *Fan Scaffolding*.—Fan scaffolding constructed with 6 inches by 2-inch bearers shall be fixed to standards, close boarded with 9 inches by  $1\frac{1}{2}$  inch planks, projecting not less than 3 feet from the face of scaffolding. Strong wire mesh may be used in spaces required for lighting.
- (e) *Roof Scaffolding*.—Planking must be provided for foothold on all sloping roofs.
- (f) *Steel Scaffolding*.—Steel scaffolding shall be erected in conformity with manufacturers' or suppliers' instructions.
- (g) *Swing Scaffold*.—Swing Scaffold shall be erected with girders which shall be fastened to the concrete slab with U-bolts, fixed through the concrete slab with a steel plate fixed to the underside of the slab; the floor of the scaffold shall be of deal of not less than 9 inches by 3 inches which shall be bolted to the units, which shall be not more than 10 feet apart. When no concrete slabs exist, the girders shall be bolted with steel bolts to the rafters of the roof. Guard rails of not less than 9 inches by  $1\frac{1}{2}$  inch deal boards shall be provided and lashed to the standards at a height of not more than 3 feet above the decking of scaffolds over 15 feet above the ground level. Guard boards of 9 inches by  $1\frac{1}{2}$  inch shall be nailed as skirting to the standards close down to decking of scaffolds over 15 feet above ground level.

(a) Algemeen.

- (i) Alle pale moet skoon wees en alle bas verwyder word voordat dit gebruik word; alle timmerhout wat gebruik word, moet vry wees van gevaarlike kwaste en ander defekte.
  - (ii) Alle steierkooorde moet minstens  $\frac{1}{2}$ -duim in deursnit wees en 20 voet lank. Kettinggerei kan gebruik word.
  - (iii) Alle keile vir die botoue moet behoorlik afgeskuins wees en laasgenoemde moet minstens 14 duim lank wees.
  - (iv) Klampe mag nie gebruik word om enige deel van die raamwerk te stut nie.
  - (v) Alle houtsteierpale moet minstens elke 6 voet 'n oorslag hê en moet drie woeltoue hê.
  - (vi) By stutbalksteiers moet die stutbalkke op hoeke vasgesit word en moet planke of timmerhout van 9 duim by 3 duim wees van gelyke sterkte. Stutbalkke moet nie meer as 6 voet van mekaar af wees nie met vloerplatforms van 9 duim by  $1\frac{1}{2}$  duim. Indien vloerplanke van 9 duim by 3 duim gebruik word, kan die stutbalkke 10 voet van mekaar aangebring word, wat in elke geval die maksimum spasiering mag wees. Die buitekantste gedeelte van die stutbalkke moet deur steunstukke en skoorpale versterk word. Stutbalksteierwerk moet met 'n sterk en stewig vasgehegte veiligheidsreling voorsien wees.
- (b) *Messelsteiers*.
- (i) Die staanders moet minstens 5 duim in deursnit by die basis wees en moet in die grond of in vate vasgesit wees met 'n behoorlike fondament en met hartafstand van hoogstens 8 voet.
  - (ii) Die lyste moet minstens 5 duim in deursnit wees met 'n horisontale basis aan staanders met hartafstand van hoogstens 4 voet.
  - (iii) Die kortelings moet minstens 3 duim by  $4\frac{1}{2}$  duim wees en van hout met 'n reguit draad, minstens 5 voet lank in mure vasgesit of daarin gewig met hartafstand van minstens 5 voet.
  - (iv) Veiligheidsrelings van minstens 9 duim by  $1\frac{1}{2}$  duim plankborde moet voorsien word en aan die staanders vasgeklank word op 'n hoogte van hoogstens 3 voet bokant die dek van alle steiers van hoër as 15 voet bokant grondvlak.
  - (v) Veiligheidsborde van 9 duim by  $1\frac{1}{2}$  duim-planke moet as omlysting aan die staanders naby die dek van alle steierwerk van hoër as 15 voet bokant grondvlak vasgespyker word.
  - (vi) Die platforme van die dekwerk moet minstens 3 voet wyd wees en van plankborde vervaardig word van 9 duim by  $1\frac{1}{2}$  duim of 12 duim by  $1\frac{1}{2}$  duim. Alle oorslae moet minstens 12 duim wees en eweredig oor kortelings vasgesit word.
  - (vii) Alle steierwerk van hoër as 30 voet moet oorhoeks verspan wees. 'n Deurspanning moet minstens 5 duim in deursnit wees, vasgeknop en gekeil.
- (c) *Boksteiers*.—Boksteiers moet nie vir 'n groter hoogte as 16 voet opgerig word nie, hetsy binne of buite. Bokke moet op hartafstande van hoogstens 8 voet aangebring word met dekwerk van 9 duim by  $1\frac{1}{2}$  duim.
- (d) *Skermsteiers*.—Skermsteiers opgerig met drabalkke van 6 duim by 2 duim moet aan staanders vasgesit word met planke van 9 duim by  $1\frac{1}{2}$  duim wat dig by mekaar aangebring is en wat minstens 3 voet van die afdekking van steierwerk uitsteek. Sterk maasdraad kan in ruimtes gebruik word wat vir verligting gelaat word.
- (e) *Daksteiers*.—Planke moet vir vastrapplek voorsien word op alle skuins dakke.
- (f) *Staalsteiers*.—Staalsteiers moet opgerig word ooreenkomstig die instruksies van vervaardigers of lewerars.
- (g) *Hangsteiers*.—Hangsteiers moet opgerig word met drabalkke wat met U-boute aan die betonblad vasgesit moet word, en deur die betonblad met 'n staalplaat vasgesit word wat aan die onderkant van die blok vas is; die vloer van die steier moet van plank wees van minstens 9 duim by 3 duim wat aan die eenhede vasgebout moet word en wat nie meer as 10 voet van mekaar is nie. As daar geen betonblokke is nie, moet die drabalkke met staalboute aan die daksparre vasgebout word. Veiligheidsrelings van plankborde van minstens 9 duim by  $1\frac{1}{2}$  duim moet voorsien word en aan die staanders vasgeknop word op 'n hoogte van hoogstens 3 voet bokant die dekwerk van steiers wat hoër as 15 voet bokant die grondvlak is. Veiligheidsborde van 9 duim by  $1\frac{1}{2}$  duim moet as omlysting by die staanders vasgespyker word naby die dekwerk van steiers van hoër as 15 voet bokant die grondvlak.

- (5) *Concrete Mixers, Mortar Mills or Similar Machines.*—Every employer shall employ a skilled labourer for each concrete mixer, mortar mill or similar machine in use, who shall be continuously employed whilst concrete or mortar is being used or ground, and it shall be the sole duty of this employee to supervise the operating of any machine used for this purpose.

#### 15. 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.

#### 16. SANITARY ACCOMMODATION.

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

(2) In all cases sanitary accommodation shall be provided in compliance with the requirements of the relative municipal by-laws.

(3) Proper and daily supervision shall be carried out so as to ensure cleanliness of sanitary accommodation.

#### 17. REFRESHMENTS.

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

#### 18. WORKING EMPLOYER.

Any working employer shall, in respect of the trade at which he is working, observe all the provisions of this Agreement relating to hours of work.

#### 19. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption under the provision of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate.

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

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

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

#### 20. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall—

(a) deduct an amount of fourpence from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (d) of this Agreement and to the amount so deducted the employer shall add an equal amount;

(b) deduct an amount of 2d. per week from the earnings of each of his employees for whom wages are prescribed in sub-clauses (1) (a), (1) (b) and (1) (c) of clause 4 of this Agreement;

Provided that the provisions of 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) The amounts deducted in terms of sub-clause (1) of this clause 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 to the Council not later than six months after the expiration of this Agreement.

(3) 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 for whom wages are prescribed in clause 4 (1) (d) of this Agreement, a voucher to the value of 8d., legibly cancelled with the name of the firm and the date of issue, 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 25 of this Agreement.

(4) An application for a contribution book shall be made by an employee on a form to be obtained from the Council.

(5) The contribution books and vouchers issued to employees shall not be transferable nor shall they be ceded or pledged.

- (5) *Betonmengers, daghameule of dergelike toestelle.*—Alle werkgewers moet 'n geskoolde arbeider in deins neem vir elke betonmenger, daghameul of dergelike toestel in gebruik, wat ononderbroke in diens moet wees terwyl beton of dagha gebruik of gemaal word, en dit moet die enigste plig van hierdie werknemer wees om toesig te hou oor die bediening van enige toestel wat vir hierdie doel gebruik word.

#### 15. SKUILPLEK TEEN NAT WEER.

Werkgewers moet op alle terreine waarop bouwerkzaamhede verrig word, behoorlike geleentheid vir die skuiling van werknemers gedurende nat weer verskaf.

#### 16. SANITÊRE GERIEWE.

(1) Behoorlike en geskikte sanitêre geriewe moet by alle werk vir blankes en nie-blankes verskaf word.

(2) In alle gevalle moet sanitêre geriewe ooreenkomstig die vereistes van die betrokke munisipale regulasies voorsien word.

(3) Behoorlike en daaglikse toesig moet uitgeoefen word om sindelikeit by sanitêre geriewe te verseker.

#### 17. VERVERSINGS.

'n Werkgewer moet 'n persoon aanstel vir die maak van tee vir sy werknemers in die oggend, middag en in die namiddag. 'n Werknemer mag nie die werk waar hy werk in die oggend en namiddag verlaat ten einde tee te drink nie.

#### 18. WERKENDE WERKGEWER.

'n Werkende werkgewer moet ten opsigte van die vak waarin hy werksaam is, al die bepalings van hierdie Ooreenkoms met betrekking tot werkure nakom.

#### 19. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van die persoon aan wie vrystelling kragtens die bepalings van hierdie artikel verleen word die voorwaardes waarop die vrystelling verleen word, vasstel, en ook die termyn wat die vrystelling van krag sal wees.

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

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

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

#### 20. UITGAWES VAN DIE RAAD.

(1) Ten einde die koste van die Raad te bestry, moet elke werkgewer—

(a) 'n bedrag van 4 pennies van die verdienste van elkeen van sy werknemers aftrek vir wie lone in klousule 4 (1) (d) van hierdie Ooreenkoms voorgeskryf is en die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg;

(b) 'n bedrag van 2 pennies per week van die verdienste van elkeen van sy werknemers vir wie lone in subklousules (1) (a), (1) (b) en (1) (c) van klousule 4 van hierdie Ooreenkoms voorgeskryf is, aftrek; met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat vir minder as 8 uur in 'n week vir dieselfde werkgewer gewerk het nie en dat waar 'n werknemer deur twee of meer werkgewers in diens geneem is in 'n week (Maandag tot Vrydag), moet die aftrekking vir dié week gemaak word deur die werkgewer wie hy eerste gedurende daardie week vir minstens 8 uur in diens geneem is.

(2) Die bedrae afgetrek ingevolge subklousule (1) van hierdie klousule moet deur die werkgewer aan die Sekretaris van die Raad betaal word en die Raad moet aan die betrokke werkgewer bewyse uitreik vir alle bedrae aldus betaal. 'n Werkgewer moet te alle tye 'n genoegsame voorraad bewyse aanhou; met dien verstande dat 'n werkgewer terugbetaling van die Raad kan verkry van die waarde van enige ongebruikte bewyse. 'n Aan-soek om sodanige terugbetaling moet nie later nie as ses maande na die verstryking van hierdie Ooreenkoms by die Raad ingedien word.

(3) 'n Werkgewer moet, ten opsigte van die bedrae deur hom ingevolge subklousule 1 (a) van hierdie klousule afgetrek, op elke betaaldag van elkeen van sy werknemers vir wie lone in klousule 4 (1) (d) van hierdie Ooreenkoms voorgeskryf is, 'n bewys vir die waarde van 8d. uitreik wat leesbaar met die naam van die firma en datum van uitreiking geroeier is, en die werknemer moet sodanige bewysstuk in 'n bydraeboekie vasplak wat deur hom van die Sekretaris van die Raad verkry moet word en wat die werknemer moet behou; met dien verstande dat die Raad 'n saamgestelde bewys kan uitreik om betalings in te sluit wat ooreenkomstig klousule 25 van hierdie Ooreenkoms gemaak is.

(4) 'n Werknemer moet om 'n bydraeboekie aansoek doen op 'n vorm wat van die Raad verkry kan word.

(5) Die bydraeboekies en bewysstukke aan werknemers uitgereik, is nie oordraagbaar nie en kan ook nie gesedeer of verpand word nie.

(6) The closing date in each year in respect of Contribution books shall be the first Friday in November and all vouchers issued to an employee in terms of sub-clause (3) hereof subsequent to the first Friday in November, shall be affixed in his contribution book for the ensuing year.

(7) As early as possible after the first Friday in November in each year and not later than the week thereafter, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card.

#### 21. REGISTRATION OF EMPLOYERS.

(1) Every employer in the 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:—

- (a) His trading name;
- (b) the name of the proprietors, partners or directors;
- (c) his business address;
- (d) the trade or trades carried on in the Industry;
- (e) the situation of his workshop or where he has both a yard and a workshop, the situation of both.

(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 and/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.

#### 22. 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:—

- (a) The name of such employer or partnership;
- (b) the registered address of such employer or partnership;
- (c) 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 on jobs of 7 working days duration and over.

#### 23. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

(1) during the periods (hereinafter referred to as the "holiday period"):—

- (a) Between 4.45 p.m. on Friday, 11th December, 1959, and 7 a.m. on Monday, 4th January, 1960;
- (b) between 4.45 p.m. on Friday, 9th December, 1960, and 7 a.m. on Monday, 2nd January, 1961;
- (c) between 4.45 p.m. on Friday, 15th December, 1961, and 7 a.m. on Monday, 8th January, 1962;
- (d) between 4.45 p.m. on Friday, 14th December, 1962, and 7 a.m. on Monday, 7th January, 1963;
- (e) between 4.45 p.m. on Friday, 13th December, 1963, and 7 a.m. on Monday, 6th January, 1964;
- (f) between 4.45 p.m. on Friday, 11th December, 1964, and 7 a.m. on Monday, 4th January, 1965;

(2) on Good Friday and Easter Monday in each year—unless the written consent of the Council has been first obtained.

(3) Christmas Day and New Year's Day falling within the periods prescribed in sub-clause (1) shall be paid holidays.

(4) (a) An employer shall grant to a night-watchman and/or Patrolman in respect of each completed period of twelve months employment with him three consecutive weeks' leave.

(b) The leave referred to in paragraph (a) of this sub-clause shall be granted at a time to be fixed by the employer; provided that if such leave had not been granted earlier it shall be granted so as to commence within two months after the completion of the twelve months of employment to which it relates.

#### 24. 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—

(1) (a) apprentices in his employ on the last pay-day immediately preceding the annual holiday period prescribed in clause 23 of this Agreement an amount of not less than 15 working days' pay;

(6) Die sluitingsdatum in elke jaar ten opsigte van bydraeboekies is die eerste Vrydag in November, en alle bewyse wat ingevolge subklousule (3) hiervan na die eerste Vrydag in November aan 'n werknemer uitgereik is, moet in sy bydraeboek ingeplak word vir die daaropvolgende jaar.

(7) Elke werknemer moet so vroeg as moontlik na die eerste Vrydag in November in elke jaar en nie later nie as die week daarna, sy bydragboekie by die Sekretaris van die Raad inlewer in ruil vir 'n ontvangskaart.

#### 21. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms moet hom binne een maand vanaf sodanige datum by die Raad registreer en die volgende besonderhede aan die Raad verskaf:—

- (a) Sy bedryfsnaam;
- (b) die naam van die eienaars, vennote of direkteure;
- (c) sy besigheidsadres;
- (d) die bedryf of bedrywe wat in die nywerheid uitgebefen word;
- (e) waar sy werkswinkel geleë is of, waar hy sowel 'n werf as 'n werkswinkel het, waar albei geleë is.

(2) Werkgewers wat in die Nywerheid tree na die datum waarop hierdie Ooreenkoms in werking tree, moet binne een maand nadat met werksaamhede begin is, hulle by die Raad registreer en die besonderhede vereis in subklousule (1) van hierdie klousule, verskaf.

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

(4) Elke geregistreerde werkgewer moet die Raad onverwyld skriftelik in kennis stel van enige verandering in die besonderhede deur hom by registrasie verskaf.

#### 22. KENNISGEWINGEBORD.

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

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

(2) Hierdie klousule is slegs van toepassing op werk wat sewe werkdag duur en langer.

#### 23. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

Geen werkgewer mag 'n werknemer verplig of toelaat om werk te verrig en geen werkende werkgewer moet werk in die nywerheid onderneem of verrig—

(1) gedurende die tydperke (hieronder die „vakansietydperk” genoem):—

- (a) Tussen 4.45 nm. op Vrydag, 11 Desember 1959 en 7 vm. op Maandag, 4 Januarie 1960 nie;
- (b) tussen 4.45 nm. op Vrydag, 9 Desember 1960 en 7 vm. op Maandag, 2 Januarie 1961 nie;
- (c) tussen 4.45 nm. op Vrydag, 15 Desember 1961 en 7 vm. op Maandag, 8 Januarie 1962 nie;
- (d) tussen 4.45 nm. op Vrydag, 14 Desember 1962 en 7 vm. op Maandag, 7 Januarie 1963 nie;
- (e) tussen 4.45 nm. op Vrydag, 13 Desember 1963, en 7 vm. op Maandag, 6 Januarie 1964 nie;
- (f) tussen 4.45 nm. op Vrydag, 11 Desember 1964 en 7 vm. op Maandag, 4 Januarie 1965 nie;

(2) op Goede Vrydag en Paasmaandag in elke jaar nie—tensy die skriftelike toestemming van die Raad eers verkry is.

(3) Wanneer Kersdag en Nuwejaarsdag binne die tydperke in subklousule (1) voorgeskryf, val, is hulle betaalde vakansiedae.

(4) (a) 'n Werkgewer moet aan 'n nagwag en/of patrollieman ten opsigte van elke voltooiende tydperk van 12 maande diens by hom, drie agtereenvolgende weke verlof toestaan.

(b) Die verlof in paragraaf (a) van hierdie subklousule genoem, moet toegestaan word op 'n tydsked wat die werkgewer moet vasstel; met dien verstande dat indien sodanige verlof nie vroeër toegestaan is nie, dit so toegestaan moet word dat dit binne twee maande na die voltooiing van die twaalf maande diens waarop dit betrekking het, begin.

#### 24. BETALING TEN OPSIGTE VAN JAARLIKSE VAKANSIES EN OPENBARE VAKANSIEDAE.

Bo en behalwe enige besoldiging waarop 'n werknemer geregtig mag wees ingevolge hierdie Ooreenkoms, moet 'n werkgewer aan—

(1) (a) vakleerlinge in sy diens op die laaste betaaldag wat die jaarlikse vakansietydperk voorgeskryf in klousule 23 van hierdie Ooreenkoms onmiddellik voorafgaan, 'n bedrag vir minstens die betaling van 15 werkdag betaal;

- (b) the Council on behalf of each *Trainee* employed by him in terms of the Training of Artisans Act, No. 38 of 1951, the holiday fund payments prescribed in the Direction of Notices served on employers and trainees in terms of section two (3) of the said Act;
- (2) *Skilled Labourers, Unskilled Labourers, Nightwatchman and/or Patrolman* in his employ on the last pay-day immediately preceding the annual holiday period prescribed in clause 23 of this Agreement the amounts set forth hereunder in respect of each hour worked by such employee since the previous holiday period; excluding overtime; provided that, where an employee's contract of employment is terminated prior to such pay-day, any amount in the process of accrual in terms of this sub-clause shall be paid to the employee on such termination:—

|                                        | Per Hour. |
|----------------------------------------|-----------|
| Skilled Labourer ... ..                | 2½d.      |
| Unskilled Labourer ... ..              | 1d.       |
| Night-Watchman and/or Patrolman ... .. | 1d.       |

- (3) *Artisans in all Trades* an amount of 6½d. in respect of each completed hour or part of an hour worked during the week; provided that—
- (a) except as provided in clause 11 (4) of this Agreement, no payment shall be made in respect of overtime or hours worked on the public holidays referred to in clause 23 (2);
- (b) for time worked during the period between the first Friday 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 25 of this Agreement 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.

#### 25. 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) (a) of this Agreement 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 one week, 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 24 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 to the Council not later than six months after the expiration of this Agreement.

(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 20 of this Agreement.

(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 employee shall pay an amount of one shilling and sixpence (1s. 6d.) for each contribution book, and the funds derived from the sale of all 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) of this clause in excess of 49 weekly deductions in respect of any period of twelve months ending on the first Friday in November of each year.

(b) die Raad namens elke *kwekeling* by hom in diens ingevolge die Wet op Opleiding van Vakmanne, No. 38 van 1951, die vakansiefonds betalings betaal wat voorgeskryf is in die Kennisgewingopdrag gedien op werkgewers en op kwekelinge ingevolge artikel twee (3) van genoemde Wet;

- (2) *geskoolde arbeiders, ongeskoolde arbeiders, nagwagte en/of patrolliemanne* in sy diens op die laaste betaaldag wat die jaarlikse vakansietydperk voorgeskryf in klousule 23 van hierdie Ooreenkoms onmiddellik voorafgaan, die bedrae betaal wat hieronder aangegee word ten opsigte van elke uur deur sodanige werknemer gewerk sedert die vorige vakansietydperk, uitgesonderd oortyd; met dien verstande dat waar 'n werknemer se dienskontrak beëindig word voor sodanige betaaldag, enige bedrag wat aan die oploop is ingevolge hierdie subklousule aan sodanige werknemer by diensbeëindiging betaal moet word:—

|                                  | Per uur. |
|----------------------------------|----------|
| Geskoolde arbeider ... ..        | 2½d.     |
| Ongeskoolde arbeider ... ..      | 1d.      |
| Nagwag en/of patrollieman ... .. | 1d.      |

- (3) *Ambagsmanne in alle bedrywe* 'n bedrag van 6½d. betaal ten opsigte van elke voltooide uur of gedeelte van 'n uur gedurende die week gewerk, met dien verstande dat—

- (a) behoudens soos bepaal in klousule 11 (4) van hierdie Ooreenkoms, geen betaling gedoen sal word ten opsigte van oortyd of ure gewerk op die openbare vakansiedae in klousule 23 (2) genoem nie;
- (b) vir tyd gewerk gedurende die tydperk tussen die eerste Vrydag in November van elke jaar en die begin van die vakansietydperk vir daardie jaar, die bedrag betaalbaar ingesluit moet wees op dié wyse voorgeskryf in subklousule 3 (a) van klousule 25 van hierdie Ooreenkoms in die betalings vir die daaropvolgende twaalf maande;
- (c) ingeval 'n werknemer vir 'n werkgewer vir minder as 8 uur in 'n week werk, moet die bedrag verskuldig ingevolge hierdie subklousule onmiddellik by diensbeëindiging betaal word of aan die einde van die laaste werkdag van die week, wat ook al vroegste mag voorkom.

#### 25. VAKANSIEFONDS.

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

(b) Waar 'n werknemer gedurende dieselfde week deur twee of meer werkgewers in diens geneem word, moet die aftrekking vir die week gemaak word deur die werkgewer deur wie hy die eerste in diens geneem is gedurende die week vir minstens agt uur.

(c) Geen aftrekking moet gemaak word ten opsigte van 'n werknemer wat vir minder as agt uur in 'n week, Maandag tot en met Vrydag, vir 'n werkgewer gewerk het nie. In so 'n geval moet die betrokke werkgewer aan sodanige werknemer die bedrag betaal wat in subklousule 3 van klousule 24 bepaal is, onmiddellik by diensbeëindiging of aan die einde van die laaste werkdag van die week, wat ook al die vroegste mag wees.

(2) Die bedrae ingevolge subklousule (1) afgetrek, moet deur die werkgewer aan die Sekretaris van die Raad betaal word en die Raad moet aan die betrokke werkgewer bewyse uitreik ten opsigte van alle bedrae aldus betaal. 'n Werkgewer moet te alle tye 'n voldoende voorraad bewyse aanhou; met dien verstande dat 'n werkgewer 'n terugbetaling kan verkry van die Raad vir die waarde van enige ongebruikte bewyse. 'n Aansoek vir sodanige terugbetaling moet nie later nie as ses maande na die verstryking van hierdie Ooreenkoms by die Raad ingedien word.

(3) (a) 'n Werkgewer moet, ten opsigte van die bedrae deur hom ingevolge subklousule (1) (a) van hierdie klousule afgetrek, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewys uitreik, leesbaar geroeier met die naam van die firma en die datum waarop uitgereik, tot die waarde van sodanige bedrae, en die werknemer moet sodanige bewys in 'n bydraeboek vasplak wat hy van die Sekretaris van die Raad moet verkry en wat die werknemer moet behou; met dien verstande dat die Raad 'n saamgestelde bewys kan uitreik wat betalings insluit wat ingevolge klousule 20 van hierdie Ooreenkoms gedoen is.

(b) 'n Aansoek om 'n bydraeboek moet deur 'n werknemer op 'n vorm gedoen word wat hy van die Raad moet verkry; sodanige vorm moet deur die werknemer ingevul word en hy moet sodanige besonderhede verstrek as wat die Raad van tyd tot tyd kan bepaal. 'n Werknemer moet 'n bedrag van 1s. 6d. (een sjieling en ses pennies) vir elke bydraeboek betaal en die fondse verkry van die verkoop van alle bydraeboekies word in die algemene fonds van die Raad gestort.

(c) Die bydraeboekie en die bewyse aan die werknemers uitgereik, is nie oordraagbaar nie en kan ook nie gesedeer of verpand word nie. Bewyse wat deur enige persoon verkry word op op 'n ander wyse as ooreenkomstig hierdie klousule, kan deur die Raad tot voordeel van sy fonds gekonfiskeer word.

(d) Geen bewyse mag aan 'n werknemer uitgereik word nie uitgesonderd ooreenkomstig hierdie klousule en geen werknemer is geregtig op betaling ingevolge subklousule (6) (a) van hierdie klousule, van meer as 49 weeklikse aftrekkings nie ten opsigte van enige tydperk van 12 maande, wat op die eerste Vrydag in November van elke jaar eindig.

(4) (a) The amounts paid to the Council in terms of sub-clause (2) shall be paid by the Council into 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 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) (d) shall contain two detachable coupons for payment in respect of Good Friday and Easter Monday 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 the 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 (i) above; provided that the employer lodges the coupon referred to, fully completed, with the Secretary of the Council on or before the 31st day of May 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.

(6) (a) As early as possible after the first Friday 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 an employee 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 the commencement of the holiday period prescribed in sub-clause (1) of clause 23; 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 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.

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

(8) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Minister may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancy occurring on the committees may be filled by the Minister from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such

(4) (a) Die bedrae aan die Raad betaal ingevolge subklousule (2) moet deur die Raad in 'n fonds betaal word wat bekendstaan as die Vakansiefonds vir die Bounywerheid (hieronder die „Fonds” genoem).

(b) Enige bedrae wat deur die Raad in die krediet van die Fonds gehou word, kan van tyd tot tyd in vaste deposito belê word of vir onmiddellike opsegging, en enige rente wat van sodanige belegging mag oploop, is die alleeneiendom van die Raad as vergoeding vir die administrasie van die Fonds. Geen werkgewer of werknemer het enige eis ten opsigte van sodanige rente nie en nog minder is hulle verantwoordelik vir enige bydrae ten opsigte van die administrasiekoste van die Fonds.

(5) (a) Elke bydraeboek uitgereik deur die Raad aan werknemers vir wie lone in kousule 4 (1) (d) voorgeskryf is, moet twee afneembare koepons bevat vir betaling ten opsigte van Goeie Vrydag en Paasmaandag van elke jaar op die betaaldag vir die onderskeie weke waarin sodanige openbare vakansiedae val; die koepons is in sodanige vorm as waaroor die Raad kan besluit en elke koepon dra die nommer wat ooreenstem met die nommer van die werknemer se bydrae, gee die bedrag aan wat aan die werknemer betaal moet word ten opsigte van een dag se betaling en die minimum waarde van bewyse wat in die boek moet wees wat die werkgewer magtig om te betaal.

(b) (i) 'n Werkgewer moet op die betaaldag vir die week waarin die betrokke openbare vakansiedag val aan 'n werkgewer die bedrag betaal wat aangegee is op die koepon in paragraaf (a) van hierdie subklousule genoem, op voorwaarde dat die werknemer die betrokke koepon aan die werkgewer inlewer, behoorlik deur hom onderteken voor betaling.

(ii) 'n Werkgewer is geregtig om die bedrag aan 'n werknemer betaal ingevolge (i) hierbo, van die Raad terug te kry, met dien verstande dat die werkgewer die koepon hierbo genoem, ten volle ingevul, by die Sekretaris van die Raad indien voor of op die 31st dag van Mei van die betrokke jaar.

(iii) 'n Werkgewer is nie op 'n terugbetaling van die betaalde bedrag geregtig nie as 'n werknemer geen bewyse in sy bydraeboek het nie, en ingeval die bedrag aan 'n werknemer betaal meer is as die waarde van die bewyse in sy bydraeboek, word slegs die werklike bedrag van sodanige bewyse aan die werkgewer terugbetaal.

(6) (a) Elke werknemer moet so vroeg as moontlik na die eerste Vrydag in November van elke jaar en nie later nie as een week daarna, sy bydraeboek aan die Sekretaris van die Raad oorhandig in ruil vir 'n ontvangskaart. Die Raad stel dan die bedrag aan die werknemer verskuldig, vas, soos aangetoon deur die waarde van die bewyse in sy bydraeboekie geplak, en moet sodanige bedrag aan die werknemer betaal op 'n datum waarvoor die Raad moet besluit maar voor of op die dag voor die begin van die vakansietydperk min betalings, as daar is, wat die Raad gedoen het ingevolge subklousule (5) van hierdie kousule. Tensy anders deur die Raad gemagtig, moet die betaling by wyse van 'n tjek geskied ten gunste van die werknemer, en geen bevel of magtiging vir betaling aan enige ander persoon word erken nie.

(b) Wanneer 'n werknemer versuim om sy vakansiebetaling binne 'n tydperk van ses maande vanaf die datum waarop die vakansietydperk begin, te eis, verbeur hy die betaling en dit word in die algemene fonds van die Raad gestort. Die Raad moet egter alle eise vir betaling wat ingedien is na genoemde tydperk oorweeg, en kan na eie goeddunke betaling daarvan magtig.

(c) Die Raad is nie aanspreeklik vir betaling ten opsigte van enige bewyse uitgereik aan 'n werknemer ingevolge subklousule (3) (a) van hierdie kousule nie tensy—

(i) sodanige bewyse in 'n bydraeboek van die Raad verkry, ingeplak is; en

(ii) sodanige bewysboek by die Sekretaris van die Raad ingelewer word voor die begin van die vakansietydperk voorgeskryf in subklousule (1) van kousule 23 nie;

met dien verstande dat die Raad die betaling aan 'n werknemer kan magtig wat nie sy bydraeboek teen sodanige datum ingelewer het nie.

(d) Behoudens die bepalinge van subklousule (5) van hierdie kousule is 'n werknemer nie geregtig om eise vir enige bewyse aan hom uitgereik, in te stel nie voor die dag deur die Raad kragtens paragraaf (a) van hierdie kousule voorgeskryf nie. Die Raad het egter die reg om sodanige betaling te magtig indien hy na goeddunke oorweeg dat dit raadsaam is om dit te doen. In die geval van die dood van 'n werknemer, moet die bedrag aan hom verskuldig uit die Fonds in sy boedel inbetaal word by wyse van 'n tjek getrek ten gunste van sodanige boedel, nadat sy bydraeboek by die Sekretaris van die Raad ingelewer is.

(7) Ingeval hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verstryk, word die Fonds steeds deur die Raad geadminestreer totdat dit of gelikwider is of deur die Raad aan enige ander fonds, vir dieselfde doel ingestel as dié waarvoor die oorspronklike fonds geskep is, oorgedra word.

(8) Vir geval die Raad ontbind word of vir geval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig (2) van die Wet, kan die Minister 'n komitee uit werkgewers en werknemers in die Nywerheid aanstel op die grondslag van gelyke verteenwoordiging aan albei kante en die Fonds word voortaan deur sodanige komitee geadminestreer. Enige vakature wat in die komitee mag ontstaan, kan deur die Minister gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde te verseker dat daar 'n gelyke getal werknemer- en werkgewer-

committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the Committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (9) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(9) Upon liquidation of the fund in terms of sub-clause (7) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses shall be paid into the general funds of the Council.

#### 26. SICK LEAVE—LABOURERS.

An employer shall grant to his labourer who has completed one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, as amended, twelve work days sick leave in the aggregate during one year of employment with him and shall pay him in respect of each such day pay calculated at nine and one-fifth times his ordinary hourly wage which he was receiving before the commencement of such leave, provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the illness or injury in respect of each period of absence for which payment is claimed; provided further that failure to produce such certificate on request shall absolve the employer from making any payment in respect of such absence.

#### 27. EMPLOYMENT OF JUVENILES.

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

#### 28. AGENTS.

The Council shall appoint specified persons to assist in giving effect to the terms of this Agreement and it shall be the duty of any employer or employee in the industry to permit such persons to institute such inquiries and to examine such books or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

#### 29. ENGAGEMENT OF EMPLOYEES.

(1) (a) No member of the trade unions shall accept employment with any employer who is not a member of the employers' organisation.

(b) No member of the employers' organisation shall employ an employee who is not a member of the trade unions.

(2) Proof of membership of the trade unions shall be the production of a membership card issued by the trade unions concerned, which card must be produced by the employee when applying for work and demanded by the employer.

(3) The provisions of this clause shall not apply where membership of a party to this Council has in the opinion of the Council been refused without reasonable cause, provided further that the provisions of this clause shall not apply in respect of any 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 unions concerned to become a member of it, the provisions of this section shall immediately come into operation.

#### 30. BASIS OF PAYMENT.

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done will be at the rate prescribed for the operation or operations performed and will not be based upon the technical skill or qualification of the employee concerned.

#### 31. PROHIBITED EMPLOYMENT.

(a) No employee other than an artisan, apprentice, trainee or a minor, during his probation period, shall be employed on artisan's work without the prior consent of the Council.

(b) Notwithstanding anything to the contrary in this Agreement, no provisions which prohibit the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration and observe such condition as if such engagement or employment had not been prohibited.

verteenwoordigers in die komitee dien. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooiepunt daaroor ontstaan wat die administrasie van die Fonds onprakties of onwenslik maak na die mening van die Minister, kan hy 'n kurator of kuratore aanstel om die pligte van die komitee uit te voer, en sodanige kurator het al die bevoegdhede van die komitee vir sodanige doeleinde. By verstryking van hierdie Ooreenkoms word die Fonds gelikwiede deur die komitee wat fungeer ooreenkomstig hierdie subklousule, of die kurator of kuratore, na gelang van die geval, op dié wyse in subklousule (9) van hierdie klousule uiteengesit, en as die sake van die Raad by die verstryking van hierdie Ooreenkoms reeds afgehandel is en sy bates uitgedeel is, moet die saldo van hierdie Fonds gedistribueer word soos bepaal in artikel vier-en-dertig (4) van die Wet asof dit deel van die algemene fonds van die Raad uitgemaak het.

(9) By likwidering van die Fonds ingevolge subklousule (7) van dié klousule moet die geld wat in die krediet van die Fonds bly, na die betaling van alle eise teen die Fonds, met ingegrip van administrasie- en likwidasielaste, in die algemene fonds van die Raad inbetaal word.

#### 26. SIEKTEVERLOF — ARBEIDERS.

'n Werkgewer moet aan sy arbeider wat een maand diens by hom voltooi het en wat afwesig is van werk weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk vergoedbaar kragtens die Ongevalwet, 1941, soos gewysig, twaalf werkdag siekteverlof altesaam gedurende 'n jaar van diens by hom toestaan en moet hom ten opsigte van elke sodanige dag besoldiging betaal wat bereken word teen nege en een-vyfde maal sy gewone uurloon wat hy ontvang het voor die begin van sodanige verlof; met dien verstande dat die werkgewer die inlewering van 'n sertifikaat kan vereis wat deur 'n geregistreerde mediese praktisyn onderteken is en die aard en duur van die siekte of besering ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, aantoon; voorts met dien verstande dat versuim om sodanige sertifikaat op aanvraag in te dien, aan die werkgewer kwytstelling verleen van enige betaling ten opsigte van sodanige afwesigheid.

#### 27. INDIENSNEMING VAN JEUGDIGES.

Geen persoon onder die ouderdom van 15 jaar mag in die Nywerheid in diens geneem word nie.

#### 28. AGENTE.

Die Raad moet gespesifiseerde persone aanstel om te help met die toepassing van die bepalinge van hierdie Ooreenkoms; en dit is die plig van enige werkgewer of werknemer in die Nywerheid om sodanige persone toe te laat om sulke navrae te doen en sodanige boeke of stukke te ondersoek as wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

#### 29. INDIENSNEMING VAN WERKNEMERS.

(1) (a) Geen lid van die vakverenigings moet by 'n werkgewer in diens tree wat nie 'n lid van die werkgewersorganisasie is nie.

(b) Geen lid van die werknemersorganisasie moet 'n werknemer in diens neem wat nie 'n lid van die vakverenigings is nie.

(2) Bewys van lidmaatskap van die vakverenigings is die toon van 'n lidmaatskapkaart deur die betrokke vakverenigings uitgereik, wat deur die werknemer getoon moet word as hy om werk aansoek doen en wat deur die werkgewer vereis moet word.

(3) Die bepalinge van hierdie klousule is nie van toepassing waar lidmaatskap van 'n party by hierdie Raad na die mening van die Raad sonder 'n redelike oorsaak geweier is nie, en voorts met dien verstande dat die bepalinge van dié klousule nie van toepassing is ten opsigte van enige immigrant gedurende die eerste jaar van sy aankoms in die Unie van Suid-Afrika nie, met dien verstande dat indien enige immigrant op enige tydstip na die eerste drie maande van die aanvang van sy diens in die Nywerheid 'n uitnodiging van die betrokke vakverenigings om 'n lid te word geweier het, die bepalinge van hierdie artikel onmiddellik in werking tree.

#### 30. BASIS VAN BESOLDIGING.

Ondanks enige andersluidende bepalinge in hierdie Ooreenkoms vervat, geskied betaling vir alle gedane werk teen die skaal voorgeskryf vir die werksaamheid of werksaamhede wat verrig word en word dit nie gegrond op die tegniese geskooldeheid of kwalifikasie van die betrokke werknemer nie.

#### 31. VERBODE INDIENSNEMING.

(a) Geen werknemer uitgesonderd 'n ambagsman, vakleerling, kwekeling of minderjarige gedurende sy proeftydwerk, moet op ambagsmanne se werk in diens geneem word sonder om eers vooraf die toestemming van die Raad te kry nie.

(b) Ondanks enige andersluidende bepalinge in hierdie Ooreenkoms, word daar nie geag dat enige bepalinge van die indiensneming van 'n werknemer in 'nige klas werk of op enige voorwaardes verbied, die werkgewer onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal het of moes nagekom het as sodanige indiensneming nie verbied was nie, en die werkgewer moet voortgaan om sulke besoldiging te betaal en sodanige voorwaarde na te kom asof sodanige indiensneming nie verbied was nie.

32. ORGANISATIONAL FACILITIES.

Organisational facilities shall be given to organisers of the trade unions to have access to their members by arrangement with the employer or his duly authorised representative.

33. RECORDS TO BE KEPT BY EMPLOYERS.

Every employer shall keep records required by section fifty-seven of the Act in the manner prescribed in regulation 8 (1) of the regulations published under the Act.

34. ADMINISTRATION OF AGREEMENT.

The Council shall be responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees, and all matters on which a sub-committee is required or permitted to reach a decision, shall be capable of being referred by any person aggrieved by a decision, to the Council by way of appeal.

35. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment a legible copy of the Agreement, in both official languages, in a conspicuous place where it is readily accessible to his employees.

36. 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 Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed at Bloemfontein on behalf of the parties, this 21st day of October, 1959.

Duly authorised by resolution of the Council.

J. P. G. EKSTEEN, *Chairman*.  
R. O. MAYNE, *Vice-chairman*.  
H. K. ARCHER, *Secretary*.

No. 1927.] [20 November 1959.  
FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941.

BUILDING AND MONUMENTAL MASONRY  
INDUSTRIES, BLOEMFONTEIN.

I, JOHANNES DE KLERK, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries, Bloemfontein, published under Government Notice No. 1926 of the 20th November, 1959, 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.

No. 1928.] [20 November 1959.  
WAR MEASURES ACT, 1940.

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

BUILDING AND MONUMENTAL MASONRY  
INDUSTRIES, BLOEMFONTEIN.

I, JOHANNES DE KLERK, Minister of Labour, acting under sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, hereby suspend the operation of sub-regulation (1) of regulation 2 and sub-regulation (2) of regulation 3 of the regulations published under the said War Measure in respect of 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 and Monumental Masonry Industries, Bloemfontein, published under Government Notice No. 1926, dated 20th November, 1959.

J. DE KLERK,  
Minister of Labour.

32. FASILITEITE VIR ORGANISASIE.

(a) Aan organiseerders van die vakverenigings moet fasiliteite verleen word vir organisasie sodat hulle toegang tot hulle lede kan hê deur reëling met die werkgewer of sy behoorlik gemagtigde verteenwoordiger.

33. WERKGEWERS MOET REKORDS HOU.

Elke werkgewer moet die rekords hou wat deur artikel sewen-vyfzig van die Wet vereis word op die wyse voorgeskryf in regulasie 8 (1) van die regulasies kragtens die Wet gepubliseer.

34. TOEPASSING VAN OOREENKOMS.

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie met die bepalings hiervan strydig is nie, en alle sake in verband waarmee 'n subkomitee vereis of hom toegestaan word om 'n uitspraak te gee, kan deur die persoon wat hom deur die besluit verongelyk voel, by wyse van appél na die Raad verwys word.

35. VERTONING VAN OOREENKOMS.

Elke werkgewer moet in sy bedryfsinrigting 'n leesbare eksemplaar van die Ooreenkoms vertoon en vertoon hou in albei amptelike tale op 'n opvallende plek wat maklik vir sy werknemers toeganklik is.

36. ALGEMEEN.

Geen werkgewer of werknemer kan die bepalings van hierdie Ooreenkoms tersyde stel nie, hetsy die genoemde bepalings 'n voordeel of 'n verpligting vir die betrokke werkgewer of werknemer verteenwoordig. Elke bepaling, subartikel of artikel skep, na gelang van die geval, 'n reg of verpligting onafhanklik van die bestaan van ander bepalings. Ingeval enige bepaling, subartikel of artikel van hierdie Ooreenkoms buite werking of *ultra vires* die bevoegdheid van die partye of die Minister gestel word, hetsy voor of na publikasie van hierdie Ooreenkoms deur die Minister in die *Staatkoerant* ooreenkomstig die bepalings van die Wet, raak dit in geen enkele opsigte die orige gedeelte van die Ooreenkoms, wat in daardie geval die Ooreenkoms uitmaak nie.

Namens die partye by die Raad op hede die 21ste dag van Oktober 1959 in Bloemfontein onderteken.

Behoorlik gemagtig by besluit van die Raad.

J. P. G. EKSTEEN, *Voorsitter*.  
R. O. MAYNE, *Ondervoorsitter*.  
H. K. ARCHER, *Sekretaris*.

No. 1927.] [20 November 1959.  
WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.

BOU- EN MONUMENTKLIPMESSSELNYWERHEID,  
BLOEMFONTEIN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid, Bloemfontein, gepubliseer by Goewermentskennisgewing No. 1926 van 20 November 1959, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

J. DE KLERK,  
Minister van Arbeid.

No. 1928.] [20 November 1959.  
WET OP OORLOGSMAATREËLS, 1940.

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

BOU- EN MONUMENTKLIPMESSSELNYWERHEID,  
BLOEMFONTEIN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, skort hierby die bepalings van subregulasie (1) van regulasie 2 en subregulasie (2) van regulasie 3 van die regulasies gepubliseer by genoemde Oorlogsmaatreël op ten opsigte van werknemers wat ingevolge subklousule (1) van klousule 5 van die Ooreenkoms vir die Bou- en Monumentklipmesselnywerheid, Bloemfontein, gepubliseer by Goewermentskennisgewing No. 1926 van 20 November 1959, op 'n lewenskostetoelae geregtig is.

J. DE KLERK,  
Minister van Arbeid.

No. 1929.]

[20 November 1959.]

## INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING AND MONUMENTAL MASONRY  
INDUSTRIES, BLOEMFONTEIN.

## BENEFIT FUND AGREEMENT.

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 and Monumental Masonry Industries, Bloemfontein, shall be binding from the second Monday after the date of publication of this notice and for a period ending five years from the said second Monday, upon the employers' organisations and trade unions which entered into the said Agreement and upon the employers and the employees who are members of those organisations 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 clauses 1, 3 to 14 (inclusive), 16 and 17 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for a period ending five years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said industries in the area within a radius of 15 miles from the General Post Office, Bloemfontein; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the area within a radius of 15 miles from the General Post Office, Bloemfontein, and from the second Monday after the date of publication of this notice and for a period ending five years from the said second Monday, the provisions contained in clauses 1, 3 to 14 (inclusive), 16 and 17 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industries 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.  
(1058/103B)

## SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,  
BLOEMFONTEIN.BUILDING INDUSTRY BENEFIT FUND,  
BLOEMFONTEIN.

## AGREEMENT

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

Master Builders' and Allied Trades Association, Bloemfontein,

Electrical Contractors Association of S.A.,

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa,

Amalgamated Union of Building Trade Workers of South Africa,

Die Blanke Bouwerkersvakbond,

South African Electrical Workers Association,

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 for the Building Industry, Bloemfontein.

No. 1929.]

[20 November 1959.]

## WET OP NYWERHEIDSVERSOENING, 1956.

BOU- EN MONUMENTKLIPMESSELNYWERHEID,  
BLOEMFONTEIN.

## BYSTANDFONDSOOREENKOMS.

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 die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid, Bloemfontein, betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 14, 16 en 17 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat vyf jaar vanaf genoemde tweede Maandag 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 nywerhede in die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 14, 16 en 17 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir 'n tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, in die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde nywerhede by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,  
Minister van Arbeid.  
(1058/103B)

## BYLAE.

NYWERHEIDSRaad VIR DIE BOUNYWERHEID,  
BLOEMFONTEIN.BYSTANDFONDS VIR DIE BOUNYWERHEID,  
BLOEMFONTEIN.

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Master Builders' and Allied Trades Association, Bloemfontein,

Electrical Contractors' Association of S.A.,

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

Amalgamated Society of Woodworkers of South Africa,

Amalgamated Union of Building Trade Workers of South Africa,

Die Blanke Bouwerkersvakbond,

South African Electrical Workers' Association,

South African Operative Masons' Society,

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Bloemfontein area as defined in Clause 3 of the Agreement by all employers and employees in the Building and Monumental Masonry Industries who are members of the employers' organisation and the trade unions, provided that they shall not apply to—

- (a) apprentices;
- (b) minors;
- (c) trainees;
- (d) skilled labourers;
- (e) unskilled labourers;
- (f) nightwatchman and/or patrolman.

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

Any terms 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—

- (i) "Act" means, the Industrial Conciliation Act No. 28 of 1956;
- (ii) "agent" means the person appointed by the Council in terms of the provisions of Section 62 (7) of the Industrial Conciliation Act, 1956;
- (iii) "apprentice" means an employee serving under a written contract of Apprenticeship registered in terms of the Apprenticeship Act, 1944;
- (iv) "artisan" means any person engaged in the industry and/or any one or more of the trade or sub-divisions thereof enumerated under the definition of "Building Industry" and the "Monumental Masonry Industry", who is not a trainee, an apprentice, a minor, a skilled labourer, an unskilled labourer, night-watchman and/or patrolman;
- (v) "artisan's work" means employment in any one or more of the trades or sub-divisions thereof enumerated under the definition of "Building Industry";
- (vi) "Bloemfontein area" means the area within a fifteen mile radius from the General Post Office, Bloemfontein;
- (vii) "Building 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 building 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 installation, maintenance or repair of lifts in buildings:—
  - (a) "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;
  - (b) "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;
  - (c) "concrete work", which includes the supervision of concrete being placed in situ and levelling the surface thereof;
  - (d) "electrical installation", which includes electrical fitting and wiring and operations incidental thereto;
  - (e) "french polishing", which includes polishing with a brush or pad, and spraying with any composition;
  - (f) "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;

1. TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die gebied Bloemfontein soos in klousule 3 van die Ooreenkoms omskryf, nagekom word deur alle werkgewers en werknemers in die Bou- en Monumentklipmesselnywerhede wat lede van die werkgewersorganisasie en die vakvereniging is; met dien verstande dat dit nie van toepassing is nie op—

- (a) vakleerlinge;
- (b) minderjariges;
- (c) kwekelinge;
- (d) geskoolde arbeiders;
- (e) ongeskoolde arbeiders;
- (f) nagwag en/of patrollieman.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel agt-en-veertig van die Wet deur die Minister van Arbeid bepaal word en bly van krag vir vyf jaar vanaf die datum van publikasie hiervan, of vir 'n tydperk wat deur die Minister vasgestel mag word.

3. WOORDOMSKRYWINGS.

'n Uitdrukking wat in hierdie Ooreenkoms gebruik word en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, 'n verwysing na 'n Wet, omvat 'n wysiging daarvan; voorts, tensy strydig met die samehang, beteken—

- (i) „Wet”, die Wet op Nywerheidsversoening, Wet No. 28 van 1956;
- (ii) „agent”, die persoon aangestel deur die Raad ingevolge die bepalinge van Artikel, 62 (7) van die Wet op Nywerheidsversoening, 1956;
- (iii) „vakleerling”, 'n werknemer in diens ooreenkomstig 'n skriftelike vakleerlingskapkontrak wat ingevolge die bepalinge van die Wet op Vakleerlinge, 1944, geregistreer is;
- (iv) „ambagsman”, 'n persoon in diens in die Nywerheid en/of enigeen of meer van die bedrywe of onderafdelings daarvan, genoem in die omskrywing van „Bounywerheid” en die „Monumentklipmesselnywerheid”, wat nie 'n kwekeling, 'n vakleerling, 'n minderjarige, 'n geskoolde arbeider, 'n ongeskoolde arbeider, 'n nagwag en/of patrollieman is nie;
- (v) „ambagsmanswerk”, diens in enigeen of meer van die bedrywe of onderafdelings daarvan, genoem in die omskrywing van „Bounywerheid”;
- (vi) „gebied Bloemfontein”, die gebied binne 'n straal van vyftien myl vanaf die Hoofposkantoor, Bloemfontein;
- (vii) „Bounywerheid”, sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, die nywerheid waarin werkgewer en werknemer geassosieer is ten einde geboue en bouwerke op te rig, te voltooi, te vernuwe, te herstel, in stand te hou of te verander en/of artikels te vervaardig wat gebruik word vir die oprigting, voltooiing of verandering van geboue en bouwerke, hetsy die werk verrig, die materiaal berei of die nodige artikels op die terreine van die geboue of bouwerke of elders gemaak word of nie, en dit sluit alle werk in wat verrig of uitgevoer word deur persone daarin wat in die ondergenoemde bedrywe of onderafdelings daarvan werksaam is, maar omvat nie klerklike werknemers en administratiewe personeel nie, ook nie die installering, onderhoud of herstel van hysers in geboue nie:—
  - (a) „Asfaltwerk”, ook die bedekking van vloere, plat- en/of skuinsdakke, waterdigting of vogdigting van kelders of fondamente, met of sonder voorbereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakte, met of sonder die gebruik van teermacadam, neuchatel, limmer of enige ander soort soliede of halfsoliede asfalt, mastiek of emulsiemasfalt of bitumen, of warm of koud op sodanige dakke, vloere of kelders of fondamente aanbring;
  - (b) „messelwerk”, ook betonwerk en die aanbring van betonblokke, -plakke of -plate, muur- en vloerbeteëling, verbandle van messelwerk, voeg-, plavei- en mosatekwerk, sigwerk in leiklip, marmer en komposisie, rioolaanleg, leibedekking en dakpanne lê en sementkalfater van aardriole;
  - (c) „betonwerk”, ook toesig hou oor die stort van beton in situ, en die oppervlakte daarvan gelykmaak;
  - (d) „elektriese installasie”, ook die installering van elektriese toebehore en bedrading, en werksaamhede wat daarmee gepaard gaan;
  - (e) „lakverniswerk”, ook vernis met 'n kwas of kussinkie en bespuiting met komposisie;
  - (f) „ruite insit”, ook die sny en/of aanbring van alle soorte glas of soortgelyke produkte in paneellyste in hout- of metaaldeure, -vensters en -rame of dergelyke plekke, en al die werksaamhede wat daarmee saamgaan;

- (g) "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 fixture which accrue to the building as a permanent portion thereof;
- (h) "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;
- (i) "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 operation of a mall and biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery other than stone polishing machinery, and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;
- (j) "metal work", which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work metal frames and metal stairs and architectural and/or fixing of drawn metal work and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;
- (k) "painting", which includes decorating, paper hanging, glazing, distempering lime and colour washing, staining, varnishing, graining, and marbling, and spraying, signwriting and wall decoration;
- (l) "plastering", which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings an fibrous plaster or other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing operating a mall and biax or similar type of portable spinner, flexible, cutting and finishing machine, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceiling and walls, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;
- (m) "plumbing", which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot or 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;
- (n) "saw-doctoring", which includes machines and tools used in the trade, hammering, gulleting, sharpening and setting all classes of circular and frame saws, brazing retoothing, sharpening (by hand or machine) spring setting, tensioning of band saws, setting up and repairing inserted tooth saws, truing up buckled or twisted band saws, and circular saws;
- (o) "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;
- (p) "sign-writing", which includes colour mixing and matching, laying out signs, painting backgrounds, lettering, gilding; heraldry; use of gold leaf; glass engraving, spray painting, and blasting designs;
- (q) "steel reinforcing", which includes supervising the bending, placing and fixing in position of steel;
- (r) "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;
- (s) "woodworking", which includes carpentry, paneling 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 woodworking with metal and covering 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 mall and biax or similar type of portable spinner, flexible cutting, finishing and polishing
- (g) "skrynwerk", ook die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerk-artikels wat met die toebehore saamgaan, of die aanbring in die gebou of bouwerk gedoen word deur die persoon wat die betrokke artikel gemaak of voorberei het of nie, en sluit in kaste kombuiskaste of ander kombuistoehore wat 'n vaste deel van die gebou vorm;
- (h) "loodglaswerk", ook die vervaardiging en/of insit van lood- en/of ander metaalglaswerk en reklametekens, uitgesonderd elektriese ligte of tekens en die glasurings wat daarmee gepaard gaan;
- (i) "klipmesselwerk", ook klipbeitelwerk en klipbouwerk (met inbegrip van die uitbeitel en oprigting van sier- en monumentklipwerk), betonwerk en aanbring of bou van voorafgevormde of kunsklip of marmer, plaveiwerk, mosaïekwerk, voegwerk, beteeëling van mure en vloere, bediening van 'n Mall en Biax- of soortgelyke tipe draagbare draaiskuurskyf, buigbare sny-, afwerk- en ander klipwerkmasjien, uitgesonderd 'n klip-poleermasjien, en die skerpmaak van klipmesselgereedskap, of die betrokke artikel deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- (j) "metaalwerk", ook die aanbring van staalplafonne, metaalvensters en -deure, bouersmidwerk, metaalrame en -trappe en boukundige metaalwerk, die maak en/of aanbring van getrokke metaal, metaalplate en uitgedrukte metaal, of die artikel wat gebruik word deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- (k) "verfwerk", ook versier, plak, ruite insit, distemper, wit- en kleurkalk, beits, vernis, houtlam- en marmerwerk en spuit, reklameskildering en muurversiering;
- (l) "pleisterwerk", ook modelleer, maak van modelle, maak van gietvorms, gietels in gietvorms trek, maak en aanbring van pleisterbord-plafonne en vespleister of ander komposities, granolitiese, terrazzo- en komposisievloere, mure met komposisie bedek en polys, bediening van 'n Mall en Biax- of soortgelyke tipe draagbare draaiskuurskyf of buigbare sny- en afwerk-masjien, voorafgevormde of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, metaallatwerk, akoestiekbespuiting en alle werk wat met die voltooiing van plafonne en mure saamgaan, of die artikels wat gebruik word, in die gebou of bouwerk aangebring word deur die persoon wat dit gemaak of voorberei het, of nie;
- (m) "loodgieterswerk", ook hardsoldeerwerk en sweis, loodsweis, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfaatwerk, ventilasie, verwarming, aanleg van warm en koue water, brandblusinstallasie en die maak en aanbring van alle plaatmetaalwerk, of die artikel wat gebruik word, in die gebou of bouwerk aangebring word deur die persoon wat dit gemaak of voorberei het, of nie;
- (n) "saagherstelwerk", ook masjiene en gereedskap wat in die bedryf gebruik word, reguit hamer, slukgleuwe verdiep, skerpmaak en set van alle soorte sirkel- en raamsae, handsoldeer, nuwe tande insny, skerpmaak (met die hand of masjien), vere stel, bandsae span, sae met ingesitte tande aansit en herstel, gebuigde of verdraaide band- en sirkelsae regmaak;
- (o) "winkels, kantore en banke uitrus", ook die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, vertoonkaste, toonbanke, skerms en los en vaste binnetoehore;
- (p) "reklameskildering", ook kleure meng en pas, reklametekens uitleë agtergrondschildering, maak van letters, vergulding; heraldiek; gebruik van bladgoud; glasgravering; spuitverfwerk, sandblaasontwerpe;
- (q) "staalversterking", ook toesig hou oor die buig, plasing en vassit van staal op die regte plek;
- (r) "staalkonstruksie", ook die aanbring van alle soorte staal- of ander metaalpilare, draagbalke, staalstutbalke, of metaal in enige ander vorm, wat deel van 'n gebou of bouwerk uitmaak;
- (s) "houtbewerking", ook skrynwerk, finceerpaneelwerk en die polys en skuurpapierbewerking daarvan, houtmasjienwerk, draai, snywerk, aanbring van sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlatwerk, komposisieplafon- en muurbedekking, muurproppe insit, bedekking van hout met metaal, bedekking van metaal met houtwerk, blokkies- en ander vloere, met inbegrip van hout, linoleum, rubber, rubberkomposisie, vloerbedekkings of kurk op 'n asfaltgrondslag, ook die skuurpapierbewerking daarvan, bediening van 'n Mall en Biax- of soortgelyke tipe draagbare draaiskuurskyf of buigbare sny-, afwerk- en poleermasjien, betonbekisting en/of voorbereiding van

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;

- (viii) "Council" means the Industrial Council for the Building Industry, Bloemfontein, registered in terms of section *nineteen* of the Industrial Conciliation Act, 1956;
- (ix) "fund" means the benefit fund for the Building Industry;
- (x) "Industry" means the Building Industry and Monumental Masonry Industry;
- (xi) "Management Committee" means the committee appointed as such by the Council in terms of this Agreement to administer the fund;
- (xii) "members of the fund" means any person who contributes or has contributed to the fund as an employee in terms of this Agreement;
- (xiii) "minor" means an employee employed in a trade designated under the Apprenticeship Act, 1944, during the probationary period described in that Act;
- (xiv) "Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making and/or erecting tombstones and/or other monuments over graves and/or the building up of graves;
- (xv) "nightwatchman and/or patrolman" means an employee engaged in guarding premises, buildings, gates or other properties, by night and/or during the annual holiday period prescribed by the Council from time to time.
- (xvi) "Public Accountant" means a person registered as an accountant and auditor under section *twenty-three* of the Public Accountants' and Auditors' Act, 1951 (Act No. 51 of 1951);
- (xvii) "overtime" means all time worked in excess of the ordinary hours prescribed by the Council in its Agreements from time to time and promulgated in *Government Gazette*;
- (xviii) "Secretary" means the Secretary of the fund and includes any officials nominated by the Council;
- (xix) "skilled labourer" means an employee who is wholly or mainly engaged in one or more of the following operations:—
  - (i) Driving mechanical vehicles;
  - (ii) operating a sandpapering or spinning machine on flooring;
  - (iii) operating a hoist;
  - (iv) operating concrete mixers or mortar mills or similar machines;
  - (v) scaffold erecting under supervision of an artisan;
  - (vi) supervising unskilled labourers.
- (xx) "trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans Act, No. 38 of 1951;
- (xxi) "unskilled labourer" means an employee who is wholly or mainly engaged in one or more of the following operations:—

Assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;  
 assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;  
 assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;  
 attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;  
 applying of floor polish;  
 bagging down walls and ceilings;  
 baling waste or scrap metal by hand or machine;  
 binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;  
 carrying mortar, bricks, stone, concrete or other materials;  
 caulking of joints in drains under supervision;  
 cleaning mortices;  
 cleaning off glass after glazing;  
 cleaning off excess tags of putty after glazing;  
 cleaning completed frames in preparation for putting;  
 cleaning off moulds, work benches, yard premises, tools, etc.;  
 cleaning down of teak or other hard woods by using solvents and steel wools;  
 coupling steel windows and door frames under supervision;  
 cutting, screwing, bending and threading of piping and steel rods by hand or machine under supervision excluding copper and the bending of electrical conduits;  
 cutting scaffold poles or props by two-handed saw;  
 cutting dampcourse and placing in position;  
 cutting of toothings and indents for bonding brick-work;

vorms of gietvorms vir beton, of die artikel wat gebruik word; in die gebou of bouwerk aangebring word deur die persoon wat dit gemaak of voorberei het, of nie;

- (viii) „Raad”, die Nywerheidsraad vir die Bounywerheid, Bloemfontein, geregistreer ingevolge artikel *negentien* van die Wet op Nywerheidsversoenings, 1956;
- (ix) „Fonds”, die Bystandfonds vir die Bounywerheid;
- (x) „Nywerheid”, die Bou- en Monumentklippesselnywerheid;
- (xi) „Bestuurskomitee”, die komitee wat as sodanig deur die Raad aangestel is ooreenkomstig hierdie Ooreenkoms, ten einde die Fonds te bestuur;
- (xii) „lede van die Fonds”, enige persoon wat as 'n werknemer tot die Fonds bydra of bygedra het ooreenkomstig hierdie Ooreenkoms;
- (xiii) „minderjarige”, 'n werknemer wat in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is, in diens is gedurende die proeftydperk in die Wet omskryf;
- (xiv) „Monumentklippesselnywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging en/of oprigting van grafstene en/of ander monumente op grafte en/of die opbou van grafte;
- (xv) „nagwag en/of patrollieman”, 'n werknemer wat persele, geboue, hekke of ander eiendom snags en/of gedurende die jaarlikse vakansietydperk van tyd tot tyd deur die Raad voorgeskryf, bewaak;
- (xvi) „Openbare Rekenmeester”, 'n persoon wat ooreenkomstig artikel *drie-en-twintig* van die Wet op Openbare Rekenmeesters en Ouditeurs, 1951 (Wet No. 51 van 1951) as rekenmeester en ouditeur geregistreer is;
- (xvii) „oortyd”, alle tyd gewerk bo die gewone ure, van tyd tot tyd deur die Raad in sy Ooreenkoms voorgeskryf en in die *Staatskoerant* bekendgemaak;
- (xviii) „Sekretaris”, die sekretaris van die Fonds, met inbegrip van alle beames wat deur die Raad benoem is;
- (xix) „geskoolde arbeider”, 'n werknemer wat uitsluitlik of hoofsaaklik in diens is in een of meer van die volgende werksaamhede:—
  - (i) Meganiese voertuie bestuur;
  - (ii) 'n skuurmasjien of draaiskuurskyf op vloere bedien;
  - (iii) 'n hystoestel bedien;
  - (iv) betonmengers of daghameule of dergelike masjiene bedien;
  - (v) steiers onder toesig van 'n ambagsman oprig;
  - (vi) toesig hou oor ongeskoolde arbeiders;
- (xx) „kwekeling”, 'n werknemer wat 'n opleidingstydperk uitdien ooreenkomstig die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951;
- (xxi) „ongeskoolde arbeider”, 'n werknemer wat uitsluitlik of hoofsaaklik in diens is in een of meer van die volgende werksaamhede:—

Ambagsmanne help om die draad te vul voordat houtoppervlaktes met doek opgevryf word;  
 ambagsmanne help om gom aan tappe of houtoppervlaktes te smeer voordat dit vasgekleem of geper word;  
 ambagsmanne help om staaltutte in posisie te plaas en dit aan stutte vas te sit en op die regte hoogte te stel;  
 hangsaie onder toesig bedien, help om klip te stel en saaglemme vas te sit om hangsaie in werking te stel en masjinerie op te vryf en/of met slypsteenmasjinerie werk;  
 vloerpolitoer aansmeer;  
 mure en plafonne pleister;  
 afvalmetaal met die hand of masjien in bale opmaak;  
 staalversterkingsmateriaal met draad aanmekeer- of vasbind en sodanige materiaal onder toesig afsny, buig en monteer, oprig en vassit;  
 dagha, stene, klip, beton of ander materiaal dra;  
 verbindinge in rirole onder toesig kalfater;  
 tapgate skoonmaak;  
 glas skoonmaak nadat dit ingesit is;  
 oortollige stukke stopverf verwyder nadat glas ingesit is;  
 voltooië rame skoonmaak om dit vir die insit van stopverf voor te berei;  
 gietvorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;  
 teak of ander harde houtsoorte skoonmaak deur oplosmiddels en staalwol te gebruik;  
 staalvensters en deurrame onder toesig koppel;  
 pype en staaltawe met die hand of masjien onder toesig afsny, van draad voorsien, inmekeerskroef en buig, uitgesonderd koperstawe en -pype en die buig van elektriese geleidingspype;  
 steierpale of -stutte met 'n treksaag afsaag;  
 voglaag sny en dit in posisie plaas;  
 verbindings en intandings inkap vir verbandwerk by stene;

cutting hoop iron, bending and holing;  
 cutting up scrap metal by hand;  
 cutting, drilling, chasing and plugging in brick and concrete;  
 cutting of roofing tiles with tile hand-cutting machine;  
 digging or taking out stone or soil for foundations, trenches, drains and channels;  
 drawing off material from all woodworking machines;  
 drilling or punching metal by power or hand machine under supervision;  
 erecting hoists under supervision;  
 excavating in ground, soft and hard rock and using a jack-hammer and removing excavated stone and soil;  
 feeding material to roller fed woodworking machines under supervision;  
 filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;  
 filling in joints between joint or brick and concrete beam under supervision;  
 filling in joints and cleaning off all wall tiles, excluding jointing and pointing;  
 filling of moulds with a facing mixture and concrete mixture, using a shovel;  
 fixing hoop-iron, steel or wire stiffeners to strengthen shuttering;  
 fixing asphalt sheeting to sides of steel and wood frames;  
 fixing lugs to steel windows and door frames under supervision;  
 gauging sand, stone and cement;  
 gauging sizes of wall and floor tiles;  
 grouting in joints and filling backs of stone work after fixing;  
 grouting of joints in bricks and tile floors and cleaning off;  
 hoisting shuttering and placing in position but not fixing;  
 hoisting of steel and laying into position under supervision;  
 kneading of putty to correct consistency;  
 laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision;  
 laying loose tiles on surfaces without bedding, provided no tools are used;  
 lime washing and the use of tar or similar products on buildings and latrines occupied and used by Natives and rough timber such as joists and underside of floors, and provided, however, that lime washing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;  
 loading and unloading materials and goods;  
 mixing mastic asphalt in pots, attending to fires, carrying mixed materials to site of laying, rubbing up laid mastic until cold, cleaning up under supervision;  
 mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;  
 mixing concrete by hand or machine, under supervision;  
 oiling and greasing machinery when not in operation;  
 operating swing saws, stone polishing machinery and compressors for stone work;  
 operating a power-driven grinding machine on metal or filling by hand;  
 painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint, under supervision;  
 priming of surfaces with bitumastic or water-proofing solutions;  
 preparing roofs, including scraping and wire-brushing prior to painting;  
 painting of joints and backs of stone with water-proofing compound;  
 preservative painting of all builders plant;  
 removing rust and scale from iron or steel surfaces, provided no chemicals are used;  
 removing loose and flaking paint from gutters, drainpipes or other surfaces, under supervision when a blowlamp or paint solvent is being used;  
 removing plaster from steel or wood surfaces in new buildings prior to painting;  
 scraping and rubbing down previously limewashed or other surfaces, but not to include repairing of such surfaces;  
 scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisan's work is done by an unskilled labourer;  
 washing down new galvanised surfaces prior to painting, and, treating new galvanised surfaces under supervision when a blowlamp or paint solvent is being used;

hoepelyster afsny, buig en gate daarin boor;  
 afvalmetaal met die hand afsny;  
 in steen en beton sny, boor, gleuwe kap en opvul;  
 dakteëls met handbediende teëlafsnymasjiene afsny;  
 spitwerk of klip of grond uithaal vir fondamente, slote, riole en uithollings;  
 materiaal van alle houtwerkmasjiene afhaal;  
 metaal met 'n krag- of handmasjiene onder toesig boor of pons;  
 hystoestelle onder toesig oprig;  
 in grond, sagte en harde rots uitgrawings maak en 'n hamerboor gebruik, en uitgegrawe klip en grond verwyder;  
 materiaal onder toesig aan rollervoerhoutwerkmasjiene voer;  
 holtes op die oppervlakte van afgewerkte artikels met 'n sementmengsel opvul en die oppervlakte met 'n stuk sakmateriaal vryf;  
 voë by die voegplek van steen- en betonbalke onder toesig opvul;  
 voë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en spitswerk;  
 vorms met 'n bekledings- en betonmengsel vul deur van 'n skopgraaf gebruik te maak;  
 hoepelyster-, staal-, of draadverstewigers vassit om bekisting te versterk;  
 asfaltstoke aan die kante van staal- en houtrame vassit;  
 kloue onder toesig aan staalvensters en -deurrame vassit;  
 sand, klip en sement afmeet;  
 groottes van muur- en vloerteëls meet;  
 voë sementeer en agterkant van klipwerk opvul nadat dit vasgesit is;  
 voë in stene en teëlvloere sementeer en skoonmaak;  
 bekisting ophys en in posisie plaas maar dit nie vassit nie;  
 staal onder toesig ophys en in posisie neerlê;  
 stopverf knie totdat dit die regte stewigheid het;  
 beton onder toesig lê en gelykmaak, 'n betonvibrator onder toesig bedien en onder toesig help met afvlakking;  
 los teëls op oppervlaktes neerlê sonder om dit te lê, met dien verstande dat geen gereedskap gebruik word nie;  
 afwitting en die aanwending van teer of dergelike produkte aan geboue en latrines wat deur Naturelle betrek en gebruik word, en ruwe timmerhout, soos bv. balke en die onderkant van vloere, en met dien verstande egter dat afwitting in verband met geboue en/of latrines gedurende die oprigting daarvan of binne sestig dae vanaf die voltooiing van enige gebou van hierdie omskrywing uitgesluit word;  
 materiaal en goedere op- en aflaai;  
 mastikasfalt onder toesig in potte aanmaak, vure onder toesig instandhou, aangemaakte materiaal onder toesig na plek vervoer waar dit gelê moet word, mastik wat aangebring is onder toesig vryf totdat dit koud is, onder toesig skoonmaak;  
 asfaltmacadam aanmaak, materiaal by aanwendplek aflaai en plaas, met handrollers rol;  
 beton onder toesig met die hand of masjiene meng;  
 masjinerie olie en smeer wanneer nie in gebruik nie;  
 hangsaai, klippoleermasjinerie en kompressors vir klipwerk bedien;  
 'n masjiene aangedrewe slypmasjiene op metaal bedien of met die hand vyl;  
 asfalt en/of ander saamgestelde stoke en dakke onder toesig met aluminiumverf met 'n bitumenbasis verf of spuitverf;  
 oppervlaktes met bitumastiek of waterdigte oplosings voorberei;  
 dakke voorberei, met inbegrip van afskraap en bewerking met 'n draadborsel voordat dit gevef word;  
 voë en agterkante van klip met 'n waterdigte samestelling verf;  
 alle bouersinstallasie met beskermende verf behandel;  
 roes en skilfer van yster- of staaloppervlaktes verwyder, met dien verstande dat geen chemikalieë gebruik word nie;  
 los en geskilferde verf van geute, afvoerpype of ander oppervlaktes verwyder, en wel onder toesig as 'n blaaslamp of verplossingsmiddel gebruik word;  
 pleister van staal- of houtoppervlaktes by nuwe geboue verwyder voordat daar gevef word;  
 oppervlaktes wat voorheen afgewit is of ander oppervlaktes afskraap en afvryf, maar omvat nie die herstel van sodanige oppervlaktes nie;  
 mure of enige oppervlaktes afskraap of afwas om gevef te word, met dien verstande dat geen gereedskap gebruik word wat verwers gewoonlik gebruik nie of dat die werk van 'n ambagsman deur 'n ongeskoolde arbeider verrig word nie;  
 nuwe gegalaniseerde oppervlaktes afwas voordat dit gevef word en nuwe gegalaniseerde oppervlaktes onder toesig behandel wanneer 'n blaaslamp of verplossingsmiddel gebruik word;

use of abrasives of all kinds by hand including rubbing compounds on preparatory work in painting and spraying, including sandpaper of a grade not finer than Onkey's No. 2 strong, or equivalent may be used for any of these cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;

raking out of brick joints and preparation of surfaces for plastering;

removing stains and cement on stone, artificial stone, slate, terracotta or similar surfaces with carbondum blocks or rubbing machines;

scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand; shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;

stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;

stripping shuttering under supervision;

setting up of moulds and stripping of casings and castings;

tamping of the filling in moulds, excluding the use of plasterers' trowels;

treating timber with preservative under supervision;

tying of roof tiles with wire;

washing down brick and concrete with scrubbing brushes and cleaning used bricks;

wedging up wood props under supervision;

working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;

assisting artisans or higher graded workers whenever necessary, but not to perform skilled work or work defined as that of skilled labourer.

(xxi) "working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday and the annual holiday prescribed by the Council in its Agreements from time to time and promulgated in *Government Gazette*.

#### 4. ESTABLISHMENT OF BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the "Building Industry Benefit Fund, Bloemfontein", hereinafter referred to as "the fund".

(2) The fund shall consist of—

(a) contributions from employers and employees paid into the fund in accordance with this Agreement and shall incorporate the assets of the Building Industry Benefit Fund, Bloemfontein, established in terms of the Agreement published under Government Notice No. 65, dated the 13th January, 1956;

(b) interest derived from the investment of any moneys of the fund;

(c) any other sums to which the fund may become entitled.

#### 5. MEMBERSHIP OF THE FUND.

Membership of the fund shall be compulsory for all artisans in the Building Industry, Bloemfontein, as defined in clause 3 of this Agreement.

#### 6. CONTRIBUTIONS OF THE FUND.

(1) The moneys of the fund shall be acquired by means of a combined contribution by employers and employees of 8s. 10d. per week in respect of each employee to whom this Agreement applies.

(2) An employer shall pay to each of his employees to whom this Agreement applies an amount of 1d. per hour; provided that no payment shall be made in respect of overtime or time worked on the public holidays as may be prescribed by the Council from time to time.

(3) An employer shall deduct from the weekly remuneration of each of his employees to whom this Agreement applies an amount of 8s. 10d. (eight shillings and tenpence).

(4) 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.

(5) Where an employee works for an employer for less than eight hours in any one week, the amount due in terms of sub-clause (2) hereof 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.

(6) 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.

(7) The amount deducted in terms of sub-clause (3) shall be paid by an 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

alle soorte handskuurmiddels gebruik, met inbegrip van vrysamestellings in voorbereidingswerk by verf en spuitverf, met inbegrip van skuurpapier van 'n graad wat nie fyner is as „Oakey's No. 2 strong" nie, of ekwivalent kan gebruik word vir al hierdie skoonmaakprosesse, maar geen ander borsels as skrop- of draadborsels mag gebruik word nie;

steenvoë uitkrap en oppervlaktes vir pleistering voorberei;

vlekke en sement op klip, kunsklip, leiklip, terracotta of dergelike oppervlaktes met karborundsteen of skuurmasjiene verwyder;

bewerkte vlakke van produkte met die hand afskraap deur 'n staaldraadborsel en skropborsel te gebruik;

stowwe met 'n skopgraaf in dagha- of betonmengmasjiene skep of dit daaruit neem, sand sif en dagha of beton met die hand met skopgrawe meng; lasse van vorms met die hand met gips of met 'n stukkie blik onder toesig digmaak;

bekisting onder toesig aftakel;

vorms monteer en raamwerk en gietwerk aftakel; die vulsel in vorms vasstamp, uitgesonderd deur pleisterstroffels te gebruik;

timmerhout onder toesig met 'n verduursamingsmiddel behandel;

dakteels met draad vasbind;

steen- en betonwerk met skropborsels afwas en gebruikte stene skoonmaak;

houtstutte onder toesig opwig;

met hamerbore werk of hamer en pons gebruik om klip te breek, of taggate boor;

ambagsmanne of hoër gegradeerde werkers help waar dit ook al nodig mag wees, maar nie om geskoolde werk te verrig nie of werk was as dié van 'n geskoolde arbeider omskryf is nie.

(xxi) „werkdag", enige dag, uitgesonderd Saterdag, Sondag, Goëie Vrydag, Paasmaandag, en die jaarlikse verlof, van tyd tot tyd deur die Raad in sy Ooreenkoms voorgeskryf en in die *Staatkoerant* bekendgemaak.

#### 4. INSTELLING VAN BYSTANDEFONDS.

(1) Hierby word daar 'n fonds ingestel wat as die „Bystandfonds vir die Bounywerheid, Bloemfontein, bekendstaan en hieronder „die Fonds" genoem word.

(2) Die Fonds bestaan uit—

(a) bydraes van werkgewers en werknemers wat ingevolge hierdie Ooreenkoms in die Fonds betaal word en beliggaam die bates van die Bystandfonds vir die Bounywerheid, Bloemfontein, gestig ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 65 van 13 Januarie 1956;

(b) rente verkry van die belegging van enige geld van die Fonds;

(c) enige ander geld waarop die Fonds geregtig mag word.

#### 5. LIDMAATSKAP VAN DIE FONDS.

Lidmaatskap van die Fonds is verpligtend vir alle ambagsmanne in die Bounywerheid, Bloemfontein, soos omskryf in klousule 3 van hierdie Ooreenkoms.

#### 6. BYDRAES TOT DIE FONDS.

(1) Die geld van die Fonds word verkry deur middel van 'n gesamentlike bydrae deur werkgewers en werknemers van 8s. 10d. per week ten opsigte van elke werknemer op wie hierdie Ooreenkoms van toepassing is.

(2) 'n Werkgewer moet aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bedrag van 1d. per uur betaal; met dien verstande dat geen betaling gedoen moet word nie ten opsigte van oortyd of tyd gewerk op die openbare vakansiedae soos wat van tyd tot tyd deur die Raad voorgeskryf word.

(3) 'n Werkgewer moet van die weeklikse besoldiging van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bedrag van 8s. 10d. aftrek (agt sjelings en tien penies).

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

(5) Indien 'n werknemer vir minder as agt uur in enige week vir 'n werkgewer werk, moet die bedrag verskuldig ooreenkomstig subklousule (2) hiervan, onmiddellik by diensbeëindiging of aan die einde van die laaste werkdag van die week, na gelang van die vroegste, betaal word.

(6) Geen aftrekking mag gedoen word nie ten opsigte van 'n werknemer wat vir minder as agt uur in enige week, vanaf Maandag tot Vrydag vir 'n werkgewer gewerk het.

(7) Die bedrag wat ooreenkomstig subklousule (3) afgetrek word, moet deur 'n werkgewer aan die Sekretaris van die Raad betaal word en die Raad moet aan die betrokke werkgewer bewyse uitreik vir alle bedrae wat aldus betaal is. 'n Werkgewer moet te alle tye 'n voldoende voorraad bewyse hou; met

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 to the Council not later than six months after the date expiration of this Agreement.

(8) (a) An employer shall, in respect of the amounts deducted by him in terms of sub-clause (3) 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 in respect of any other funds administered by the Council.

(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.

(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 fund.

(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 (9) in respect of any period of twelve months ending on the first Friday in November of each year.

(9) The closing date in each year in respect of contribution books shall be the first Friday in November, and all Vouchers issued to an employee in terms of sub-clause (8) (a) subsequent to the first Friday in November shall be affixed in the contribution book for the ensuing year.

(10) As early as possible after the first Friday in November, 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.

(11) The contribution books and Vouchers referred to in this clause shall be in such form as may be determined by the Council from time to time.

(12) A member, who by reason of the fact that he is unemployed or is employed in an area outside the area to which this Agreement applies does not make contributions in terms of this clause, may, if he so desires, pay to the Council the amount of the premium payable to the company referred to in clause 7 (5). The Council shall pay over the said amount to the said company on behalf of the member concerned. The Council shall issue to the member concerned a special Voucher and the said member shall affix such Voucher in his contribution book. The Vouchers referred to in this sub-clause shall be in such form as may be determined by the Council from time to time.

#### 7. BENEFITS UNDER THE FUND.

(1) The objects of the fund shall be to compensate employees for loss of earnings arising out of unemployment caused by—

(a) sickness or accident;

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

(b) permanent disability; and

(c) retirement on account of age.

(2) Sickness and Accident Benefit:—

(a) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick pay in accordance with the following provisions:—

(i) In a cycle of one year from the date on which he is unable to work, he shall be entitled to 20s. per working day for a period not exceeding 65 working days and thereafter 12s. per working day for a further period of 65 working days;

(ii) If at the end of 130 days in the first cycle of one year from the date on which a member is unable to work, a medical doctor appointed by the management committee reports that such member is permanently disabled from following his occupation, such member shall cease to be entitled to sick pay. The management committee shall call for a report not less than four weeks before the expiry of the 130 days referred to above, and such report must be furnished by the member concerned before the expiry of the 130 days; provided that this period may be extended by the management committee for good cause;

(iii) If at the end of 130 days the medical doctor reports that the member will still be able to follow his employment, the member shall continue to receive sick pay at the rate of 12s. per working day until the end of the first cycle of one year from the date on which he is unable to work.

dien verstande dat 'n werkgewer terugbetaling van die Raad kan kry vir die waarde van enige ongebruikte bewyse. Aansoeke vir sodanige terugbetaling moet nie later nie as ses maande na die vervaldatum van hierdie Ooreenkoms, by die Raad gedoen word.

(8) (a) 'n Werkgewer moet, ten opsigte van die bedrae wat hy ooreenkomstig subklousule (3) van hierdie klousule aftrek, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewys uitreik wat wettiglik geroeër is met die naam van die firma en die datum van uitreiking, vir die waarde van sodanige bedrae, en die werknemer moet sodanige bewys in 'n bydraeboekie plak wat hy van die Sekretaris van die Raad moet kry en in sy bewaring moet hou; met dien verstande dat die Raad 'n saamgestelde bewys kan uitreik om betalings in te sluit ten opsigte van enige ander fondse wat deur die Raad bestuur word.

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

(c) Die bydraeboekies en bewyse uitgereik aan werknemers, is nie verhandelbaar nie en kan ook nie gesedeer of verpand word nie. Bewyse wat deur enige persoon op 'n ander manier as ooreenkomstig hierdie klousule verkry is, kan deur die Raad tot voordeel van die Fonds gekonfiskeer word.

(d) Geen bewyse word aan 'n werknemer uitgereik nie, uitgesonderd ooreenkomstig hierdie klousule en geen werknemer is ooreenkomstig subklousule (9) op meer as 49 weeklikse kredits ten opsigte van enige tydperk van twaalf maande wat op die eerste Vrydag in November van elke jaar eindig, geregtig nie.

(9) Die sluitingsdatum in elke jaar ten opsigte van bydraeboekies is die eerste Vrydag in November, en alle bewyse wat ooreenkomstig subklousule (8) (a) na die eerste Vrydag in November aan 'n werknemer uitgereik is, moet in die bydraeboekie vir die volgende jaar geplak word.

(10) So gou as moontlik na die eerste Vrydag in November 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 gekrediteer moet word vir die betrokke jaar.

(11) Die bydraeboekies en bewyse wat in hierdie klousule vermeld word, moet in dié vorm wees soos van tyd tot tyd deur die Raad vasgestel.

(12) 'n Lid wat weens die feit dat hy sonder werk is of in diens is in 'n gebied buite die gebied waarop hierdie Ooreenkoms van toepassing is, nie ooreenkomstig hierdie klousule bydraes doen nie, kan, indien hy dit so verlang, aan die Raad die bedrag betaal van die premie betaalbaar aan die maatskappy wat in klousule 7 (5) genoem word. Die Raad moet die genoemde bedrag namens die betrokke lid aan genoemde maatskappy betaal. Die Raad moet aan die betrokke lid 'n spesiale bewys uitreik en genoemde lid moet sodanige bewys in sy bydraeboekie plak. Die bewyse wat in hierdie subklousule genoem word, moet in die vorm wees wat die Raad van tyd tot tyd kan vasstel.

#### 7. BYSTAND UIT DIE FONDS.

(1) Die doel van die Fonds is om werknemers te vergoed vir die verlies van verdienste wat voortspruit uit werkloosheid as gevolg van—

(a) siekte of ongeluk;

en om bystand in die vorm van gratifikasie of jaargeld te verleen in die geval van—

(b) permanente ongeskiktheid; en

(c) uitdienstreding as gevolg van ouderdom.

(2) Bystand in die geval van Siekte en Ongeluk:—

(a) 'n Lid wat as gevolg van siekte of ongeluk nie in staat is om sy werk te verrig nie, is ooreenkomstig die volgende bepalinge op siektebetaling geregtig:—

(i) In 'n kringloop van een jaar vanaf die datum waarop hy nie in staat is om te werk nie, is hy geregtig op 20s. per werkdag vir 'n tydperk van hoogstens 65 werkdag en daarna op 12s. per werkdag vir 'n verdere tydperk van 65 werkdag;

(ii) Indien 'n mediese dokter aangestel deur die bestuurskomitee, teen die einde van 130 dae vanaf die eerste kringloop van een jaar vanaf die datum waarop 'n lid nie in staat is om te werk nie, verklaar dat sodanige lid permanent ongeskik is om sy werk te doen, hou sodanige lid op om op siektebetaling geregtig te wees. Die bestuurskomitee moet nie minder nie as vier weke voor die verstryking van die bogenoemde 130 dae om 'n verslag vra, en sodanige verslag moet voor die verstryking van die 130 dae deur die betrokke lid verskaf word; met dien verstande dat die tydperk om 'n goeie rede deur die bestuurskomitee verleng kan word;

(iii) Indien die mediese dokter aan die einde van 130 dae verklaar dat die lid nog in staat sal wees om sy werk te doen, gaan die lid voort om siektebetaling te ontvang teen 'n tarief van 12s. per werkdag tot aan die einde van die eerste kringloop van een jaar vanaf die datum waarop hy nie in staat is om te werk nie;

- (iv) If at the end of the first or any succeeding cycle of one year a member is still unable to follow his employment, he shall at the beginning of the next cycle of one year be entitled to 20s. per working day for 65 working days and thereafter to 12s. per working day.
- (v) The management committee may at any time after a member has received sick pay for more than 130 days call upon the member to produce a medical report from the medical doctor appointed by the management committee and if the said doctor reports that the member concerned is permanently disabled from following his employment, he shall cease to be entitled to sick pay from a date to be fixed by the management committee and shall be advised of such date in writing by the Secretary of the management committee.
- (b) (i) A member shall not be entitled to sick pay if the period of his absence from work due to sickness or accident does not exceed five consecutive working days.
- (ii) Should the period of absence due to sickness or accident exceed five consecutive working days, sick pay will commence from the first day from which he is unable to follow his employment.
- (c) Notwithstanding anything to the contrary contained in this Agreement, a member shall not be entitled to sick pay—
- (i) if he is in receipt of periodical payments as defined in the Workmen's Compensation Act, 1941;
- (ii) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to his own wilful negligence or misconduct;
- (iii) if he fails or declines to observe the instructions of a doctor or if, in the opinion of a doctor he has by his own wilful actions aggravated his condition or retarded his recovery.
- (d) A member wishing to claim sick pay shall submit his application on the fund's official form, with a doctor's certificate, which must clearly state the period for which such member was sick and incapacitated, to the Secretary of the management committee. In the case of serious sickness or injury, the doctor's certificate shall be deemed sufficient notification. Sick pay shall continue only during such period as the doctor certifies the member unfit to resume work. During the course of any sickness or incapacitation the member shall furnish the Secretary of the management committee with a doctor's certificate as often as may be required by the management committee, failing which no sick pay will be paid for such period.
- (e) A member who ceases to be entitled to sick pay in terms of this clause may apply for the payment of permanent disability benefits in terms of sub-clause (3) of this clause.
- (3) Special Permanent Disability Benefit:—
- (a) Such sum from the general funds of the fund as the management committee may decide may be set aside for the purpose of paying benefits as hereinafter described.
- (b) The scales and basis of payment shall be reviewed once a year.
- (c) Notwithstanding the provisions of sub-clause (4) (b) and (e) hereof, any applicant who, in the opinion of the management committee satisfactorily shows that he is, or was a bona fide employee, in any operations normally performed by employees, in the Industry covered by this Agreement, may be eligible for benefits.
- (d) Applicants in receipt of benefit fund sick payment who are permanently disabled and incapable of working at their trade may be considered for this benefit.
- (e) All applications must be made on an official form and submitted together with a medical report. Applicants shall, if required, submit to a further examination by a medical doctor or specialist appointed by the management committee.
- (f) Applications will be considered from persons in the class referred to in paragraph (c) hereof who are incapable of working at their trade due to injury, loss of sight and physical incapacity, including incapacity due to old age, other than cases adequately covered by the Workmen's Compensation Act.
- (g) The scale of benefits shall be based on the applicant's potential earning capacity, if any outside the industry, and on years of employment in the capacity referred to in paragraph (c) hereof, but shall not be in excess of an amount of £72 per annum for any one member.
- (h) Payments made under this sub-clause are ex gratia and subject to the provisions of clause 12, at the absolute discretion of the management committee, whose decision shall be final, and the management committee shall not be obliged to give any reason for any decision.
- (iv) indien 'n lid aan die einde van die eerste of enige daaropvolgende kringloop van een jaar nog steeds nie in staat is om sy werk te doen nie, is hy vanaf die begin van die volgende kringloop van een jaar op 20s. per werkdag geregtig vir 65 werkdade en daarna op 12s. per werkdag;
- (v) Die bestuurskomitee kan te eniger tyd nadat 'n lid vir meer as 130 dae siektebetaling ontvang het, sodanige lid versoek om 'n mediese verslag te toon van die mediese dokter, aangestel deur die bestuurskomitee, en indien genoemde dokter verklaar dat die betrokke lid permanent ongeskik is om sy werk te doen, hou hy vanaf 'n datum wat die bestuurskomitee moet vaststel op om op siektebetaling geregtig te wees en hy moet skriftelik van sodanige datum in kennis gestel word deur die Sekretaris van die bestuurskomitee.
- (b) (i) 'n Lid is nie op siektebetaling geregtig nie indien die tydperk van sy afwesigheid van werk as gevolg van siekte of ongeluk nie meer as vyf aaneenlopende werkdade is nie.
- (ii) Indien die tydperk van afwesigheid van werk as gevolg van siekte of ongeluk meer is as vyf aaneenlopende werkdade, moet siektebetaling begin vanaf die eerste dag waarop hy nie in staat is om te werk nie.
- (c) Ondanks enige andersluidende bepalings in hierdie Ooreenkoms, is 'n lid nie op siektebetaling geregtig nie—
- (i) indien hy in besit is van periodieke betalings soos omskryf in die Ongevallewet, 1941;
- (ii) indien hy aan drank of verdowingsmiddels verslaaf is of aan die gevolge daarvan ly of indien hy ongeskik is as gevolg van siekte wat aan sy eie opsetlike nalatigheid of wangedrag te wyte is;
- (iii) indien hy nalaat of weier om die instruksies van 'n dokter na te kom of indien hy, na die dokter se mening, deur sy eie opsetlike handelinge sy toestand vererger of sy herstel vertraag het.
- (d) 'n Lid wat siektebetaling wil eis, moet sy aansoek op die Fonds se amptelike vorm by die Sekretaris van die bestuurskomitee indien, tesame met 'n doktersertifikaat waarop die tydperk duidelik aangetoon is waarvoor die lid siek en ongeskik was. In die geval van ernstige siekte of besering, word die doktersertifikaat as voldoende kennisgewing beskou. Siektebetaling hou aan slegs vir dié tydperk waartydens die doktersertifikaat die lid ongeskik sertifiseer om sy werk te hervat. Tydens die duur van enige siekte of ongeskiktheid, moet 'n lid so dikwels as wat die bestuurskomitee dit mag vereis, 'n doktersertifikaat by die Sekretaris van die bestuurskomitee indien en indien hy nalaat om dit te doen, sal geen siektebetaling vir sodanige tydperk betaal word nie.
- (e) 'n Lid wat ooreenkomstig hierdie klousule ophou om op siektebetaling geregtig te wees, kan ooreenkomstig subklousule (3) van hierdie klousule aansoek doen om die betaling van bystand vir permanente ongeskiktheid.
- (3) Spesiale Bystand vir Permanente Ongeskiktheid:—
- (a) 'n Bedrag waarop die bestuurskomitee kan besluit kan uit die algemene fondse van die Fonds opsy gesit word ten einde bystand te betaal soos hieronder omskryf.
- (b) Die skale en grondslag van betaling word eenmaal per jaar hersien.
- (c) Ondanks die bepalings van subklousule (4) (b) en (e) hiervan, is enige applikant wat na die mening van die bestuurskomitee bevredigende bewys lewer dat hy 'n bona fide werknemer is of was in enige van die werksaamhede wat normaalweg verrig word deur werknemers in die Nywerheid gedek deur hierdie Ooreenkoms, op bystand geregtig.
- (d) Applikante wat siektebetaling van die Bystandfonds ontvang en wat permanent ongeskik is en nie in staat om in hulle bedryf te werk nie, kom vir hierdie bystand in aanmerking.
- (e) Alle aansoeke moet op 'n amptelike vorm gedoen en tesame met 'n mediese verslag ingedien word. Indien dit vereis word, moet applikante hulle onderwerp aan 'n verdere ondersoek deur 'n mediese dokter of spesialis aangestel deur die bestuurskomitee.
- (f) Aansoeke sal oorweeg word van persone in die klas genoem in paragraaf (c) hiervan wat nie in staat is om in hulle bedryf te werk nie as gevolg van besering, verlies van gesig en fisiese ongeskiktheid, met inbegrip van ongeskiktheid as gevolg van ouderdom, uitgesonderd gevalle wat genoegsaam deur die Ongevallewet gedek word.
- (g) Die skaal van bystand word gebaseer op die applikant se potensiele verdienvermoë, indien enige buite die Nywerheid, en op jare diens in die hoedanigheid genoem in paragraaf (c) hiervan, maar moet nie meer as £72 per jaar vir enige enkele lid wees nie.
- (h) Betalings wat ooreenkomstig hierdie subklousule gedoen word, geskied ex gratia en behoudens die bepalings van klousule 12, beskik die bestuurskomitee oor absolute diskresie en is hulle besluit finaal, en die bestuurskomitee is nie verplig om enige redes te verstrek vir enige besluit nie.

## (4) General Provisions applying to sub-clauses (2) and (3):—

- (a) No payment shall be made under this clause if the applicant fails to supply the Council with any relevant information which the Council may require.
- (b) No payment shall be made to a member unless he has made contributions in respect of at least twenty-six weeks.
- (c) If at any time the amount to the credit of the fund drops below £3,500 payments shall cease and shall not be resumed until the amount to the credit of the fund exceeds £5,000.
- (d) Members called up for active services or for military duty shall be exempt from paying contributions to the fund and shall not be entitled to any benefits therefrom whilst carrying on such duties.
- (e) In the event of an employee leaving the Industry to take up employment in another industry and thereafter returning to the Industry, the following provisions shall apply:—
  - (i) If his absence from the Industry does not exceed three months, he shall be entitled to full benefits immediately on returning.
  - (ii) If his absence exceeds three months but not one year, he shall be entitled to full benefits after making contributions in respect of not less than eight weeks.
  - (iii) If his absence exceeds one year, he shall only be entitled to benefits after making contributions in respect of not less than sixteen weeks.

## (5) Pension Fund:—

- (a) The Council shall in the manner prescribed in this clause establish a pension or like fund for members of the Benefit Fund.
- (b) For the purpose of implementing the objects of this sub-clause, the Council shall negotiate with The Federated Employers' Fire & General Insurance Company Limited, for the establishment of a satisfactory pension or like fund.
- (c) The Council shall each month pay over to the said Company an amount of 7s. per week of the contributions collected in terms of clause 6 of this Agreement.
- (d) Copies of documents containing detailed information of any pension or like fund as established in terms of this Agreement shall be lodged with the Secretary for Labour.
- (e) Any benefits accruing under any pension or like fund shall not be transferable and cannot be ceded or pledged.

## 8. ADMINISTRATION.

(1) The fund shall be administered by such management committee as the Council shall appoint for that purpose from amongst the representatives of the employers and employees on the Council or their alternates.

(2) The management committee appointed in terms of sub-clause (1) hereof shall consist of an equal number of representatives of employers and employees.

(3) An alternate may be appointed by the Council for each member of the management committee under the same terms and conditions as such members.

(4) The provisions of the Council's Constitution relating to the appointment of Chairman and Vice-Chairman, their period of office and the calling and conduct of meetings shall *mutatis mutandis* apply in the case of management committees.

## 9. POWERS AND DUTIES OF MANAGEMENT COMMITTEE.

(1) Subject to the discretion of the Council and to the terms of this Agreement the management committee appointed by the Council in terms of clause 8 shall have full control of the affairs of the fund and shall be responsible for the administration of this Agreement.

(2) The management committee may—

- (a) appoint a medical officer and such other persons as it may consider necessary to act for the fund; fix the terms of their appointment and the amount of their remuneration and decide the extent of the services to be rendered by them;
- (b) engage a Secretary and other employees to assist in the administration of the fund under such conditions as it may determine;
- (c) refuse any or all benefits to a member of the fund who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the fund or its members; provided that such member shall, if he so requests, be given the opportunity of appearing before the management committee to state his case;
- (d) sanction expenditure by the fund;
- (e) empower its Chairman and/or Vice-Chairman and its Secretary or other official to sign conjointly on behalf of the fund any agreements and contracts which it has approved;

## (4) Algemene bepalinge van toepassing op sub-klausules (2) en (3):—

- (a) Geen betaling sal ooreenkomstig hierdie klousule gedoen word as die applikant nalaat om enige toepaslike inligting wat die Raad mag verlang aan die Raad te verstrek nie.
- (b) Geen betaling sal aan 'n lid gedoen word nie, tensy hy bydraes gemaak het ten opsigte van minstens ses-en-twintig weke.
- (c) Indien die bedrag in die krediet van die Fonds te eniger tyd tot onder £3,500 daal, word betalings gestaak en betalings word nie hervat voordat die bedrag in die krediet van die Fonds £5,000 oorskry nie.
- (d) Lede wat vir aktiewe diens of vir militêre pligte opgeroep word, word daarvan vrygestel om bydraes tot die Fonds te doen en terwyl sodanige pligte uitgevoer word, is sodanige lede nie op enige bystand daarvan geregtig nie.
- (e) In die geval van 'n werknemer wat die Nywerheid verlaat om diens in 'n ander nywerheid te aanvaar en later weer na die Nywerheid terugkeer, is die volgende bepalinge van toepassing:—
  - (i) Indien die tydperk van sy afwesigheid van die Nywerheid nie langer is as drie maande nie, is hy onmiddellik by sy terugkeer op volle bystand geregtig.
  - (ii) Indien die tydperk van sy afwesigheid drie maande oorskry, maar nie langer as een jaar is nie, is hy op volle bystand geregtig nadat hy bydraes gedoen het ten opsigte van minstens agt weke.
  - (iii) Indien die tydperk van sy afwesigheid een jaar oorskry, is hy slegs op bystand geregtig nadat hy bydraes gedoen het ten opsigte van minstens sesien weke.

## (5) Pensioenfonds:—

- (a) Die Raad moet op die wyse voorgeskryf in hierdie klousule 'n pensioen- of soortgelyke fonds stig vir die lede van die Bystandfonds.
- (b) Ten einde die doel van hierdie subklousule uit te voer, moet die Raad met die Federated Employers' Fire & General Insurance Company Limited onderhandel vir die instelling van 'n bevredigende pensioen- of soortgelyke fonds.
- (c) Die Raad moet elke maand aan genoemde Maatskappy 'n bedrag van 7s. per week oorbetal van die bydraes ingevorder ooreenkomstig klousule 6 van hierdie Ooreenkoms.
- (d) Kopieë van dokumente wat gedetailleerde inligting bevat van enige pensioen- of soortgelyke fonds, soos ooreenkomstig hierdie Ooreenkoms ingestel, moet by die Sekretaris van Arbeid ingedien word.
- (e) Bystand wat onder enige pensioen- of soortgelyke fonds opgeloop het, is nie verhandelbaar nie en kan nie gesedeer of verpand word nie.

## 8. ADMINSTRASIE.

(1) Die Fonds word geadminestreer deur die bestuurskomitee wat die Raad vir dié doel uit die verteenwoordigers van die werkgewers en die werknemers in die Raad of hul plaasvervangers aanstel.

(2) Die bestuurskomitee wat ingevolge die bepalinge van subklousule (1) hiervan aangestel word, moet bestaan uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers.

(3) Die Raad kan vir elke lid van die bestuurskomitee op dieselfde voorwaardes as dié vir sodanige lid, 'n plaasvervanger aanstel.

(4) Die bepalinge van die Raad se konstitusie betreffende die aanstelling van voorsitters en ondervoorsitters, hul ampstermyn en die byeenroeping en leiding van vergaderings is *mutatis mutandis* in die geval van bestuurskomitees van toepassing.

## 9. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE.

(1) Behoudens die diskresie van die Raad en die bepalinge van hierdie Ooreenkoms, het die bestuurskomitee wat ingevolge klousule 8 deur die Raad aangestel word, volle beheer oor die sake van die Fonds en is hy verantwoordelik vir die administrasie van hierdie Ooreenkoms.

(2) Die bestuurskomitee kan—

- (a) 'n mediese beampte en ander persone wat hy nodig ag, aanstel om namens die Fonds op te tree; hul aanstellingsvoorwaardes en besoldiging vasstel en die bestek van die dienste wat hulle moet lewer, bepaal;
- (b) 'n sekretaris en ander werknemers op die voorwaardes wat hy vasstel, in diens neem om hom met die administrasie van die Fonds by te staan;
- (c) enige of alle bystand weier aan 'n lid van die Fonds wat, na sy mening, opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of sy lede te benadeel of dié redelik waarskynlik sal doen; met dien verstande dat daar aan so 'n lid, as hy daarom vra, die geleentheid gegee moet word om voor die bestuurskomitee te verskyn om sy saak te stel;
- (d) uitgawe deur die Fonds goedkeur;
- (e) sy voorsitter en/of ondervoorsitter en sy sekretaris of ander beampte magtig om enige ooreenkomste en kontrakte wat hy goedgekeur het, gesamentlik namens die Fonds te onderteken;

- (f) open accounts in the name of the fund at banks, building societies, or post office savings banks, or invest in Union Loan Certificates, Government or local authority stock or shares of a registered building society, such of the funds as is not required to meet the immediate obligations of the fund.
- (3) The management committee shall cause—
  - (a) proper notice of its meetings to be given to the inspector defined by regulation under the Industrial Conciliation Act;
  - (b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector and the Council;
  - (c) full and true accounts to be kept of the fund and such accounts to be audited by a public accountant which it shall appoint for the purpose.

#### 10. FINANCIAL CONTROL.

(1) All moneys received by the management committee in respect of the fund shall be deposited in an account/s in the name of the fund at a bank or building society within three days of receipt and all disbursements from such account/s—

- (a) shall require the sanction of the management committee;
- (b) shall be effected by cheque or other written instrument signed by a person duly authorised thereto by the management committee and countersigned by the Secretary.

(2) Any expenses incurred in connection with the administration of the fund shall form a charge upon the fund.

(3) The management committee shall furnish the Council with quarterly reports containing *inter alia* particulars of benefits provided by the fund and moneys received and disbursed for the period to which the report relates.

(4) (a) The management committee shall not later than the 31st March each year submit to the Council, statements audited by the auditor, appointed in terms of clause 9 (3) (c) and countersigned by its Chairman, showing the income and expenditure of the fund for the preceding twelve months ended 31st December and its assets and liabilities as at that date. These statements and auditor's report thereon shall be available at the offices of the Council for inspection by contributors to the fund who shall be entitled to make copies thereof or make extracts therefrom.

(b) From the audited statement referred to herein, the Secretary of the Council shall prepare a consolidated income and expenditure account and balance sheet of the fund, cause these to be audited by the Council's auditors and after approval by the Council, lodge copies thereof with the Secretary for Labour.

#### 11. INDEMNITY.

The members of the management committee and the officers and the employees of the fund shall not be liable for any debts and liabilities of the fund and they are hereby indemnified by the fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

#### 12. DISPUTES.

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the fund, which a management committee is unable to settle, shall be referred to the Council and any appeal which a member of the fund may make to the Council against a decision of a management committee shall be dealt with by such Council *mutatis mutandis* in accordance with the procedure laid down in the Council's Constitution.

#### 13. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management committee until it be either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the original fund was established.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the fund and the members of such committee at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided however that any vacancies occurring on such committee may be filled by the Minister from employers or employees in the Industry to ensure an equality of employer and employee representatives and alternates in the membership of such committee. In the event of any management committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of such committee and who shall possess all the powers of such committee for the purpose. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in clause 14 of this Agreement and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(f) rekenings op naam van die Fonds by banke of bougenootskappe of pospaarbanke open, of dié gelde van die Fonds wat nie vir dié nakoming van die onmiddellike verpligtinge van die Fonds nodig is nie, in Unieleningstifikate, staatseffekte of effekte van 'n plaaslike bestuur of aandeel van 'n geregisteerde bougenootskap belê.

(3) Elke bestuurskomitee moet—

- (a) behoorlike kennis van sy vergaderings laat gee aan die inspekteur soos omskryf by regulasies kragtens die Wet op Nywerheidsversoenig;
- (b) notule van die verrigtings van alle vergaderings laat hou en afskrifte van sodanige notule aan genoemde inspekteur en die Raad laat stuur;
- (c) volledige en juiste rekening laat hou van die Fonds en sodanige rekenings deur 'n openbare rekenmeester wat hy vir dié doel aanstel, laat outiteer.

#### 10. FINANSIËLE BEHEER.

(1) Alle gelde wat 'n bestuurskomitee ten opsigte van die Fonds ontvang, moet binne drie dae na ontvangs by 'n bank of bougenootskap in 'n rekening/s op naam van die Fonds gestort word en alle uitbetalings uit sodanige rekening/s—

- (a) moet deur die bestuurskomitee goedgekeur word;
- (b) moet per tjek of ander skriftelike dokument geskied wat deur 'n persoon wat behoorlike deur die bestuurskomitee daartoe gemagtig is, onderteken en deur die Sekretaris medeonderteken is.

(2) Alle onkoste wat in verband met die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(3) Die bestuurskomitee moet aan die Raad kwartaalverslae voorlê wat onder andere besonderhede bevat van die bystand wat deur die Fonds verleen is en gelde wat ontvang en uitbetaal is vir die tydperk waarop die verslag betrekking het.

(4) (a) Die bestuurskomitee moet, voor of op die 30ste Maart van elke jaar, by die Raad state indien wat deur die ouditeur, aangestel ingevolge klousule 9 (3) (c) geouditeer en deur die komitee se voorsitter medeonderteken is, wat die inkomste en uitgawe van die fonds vir die voorafgaande twaalf maande, geëindig 31 Desember, en sy bates en laste op daardie datum toon. Hierdie state en die ouditeur se verslag daaroor moet in die kantore van die Raad ter insae lê vir bydraers tot die Fonds wat die reg het om afskrifte daarvan of uittreksels daaruit te maak.

(b) Uit die geouditeerde state hierin gemeld, moet die Sekretaris van die Raad 'n gekonsolideerde inkomste- en uitgawerekening en 'n balansstaat van die Fonds opstel, dit deur die Raad se ouditeurs laat outiteer en na goedkeuring deur die Raad, afskrifte daarvan by die Sekretaris van Arbeid indien.

#### 11. VRYWARING.

Die lede van die bestuurskomitee en die amptenare en werknemers van die Fonds is nie vir enige skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste wat hulle in of in verband met die *bona fide* uitvoering van hul pligte ly en aangaan.

#### 12. GESKILLE.

Enige geskille betreffende die vertolking, betekenis of bedoeling van bepalinge van hierdie Ooreenkoms of in verband met die administrasie van die Fonds wat nie deur 'n bestuurskomitee besleg kan word nie, moet na die Raad verwys word en 'n appél wat 'n lid van die Fonds by die Raad teen 'n beslissing van 'n bestuurskomitee mag aanteken, moet *mutatis mutandis* deur dié Raad ooreenkomstig die prosedure wat in die Raad se konstitusie bepaal is, behandel word.

#### 13. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD.

(1) Wanneer hierdie Ooreenkoms deur verloop van tyd verstryk of om 'n ander rede eindig, bly die Fonds onder die administrasie van die bestuurskomitee totdat dit of gelikwiderd word of deur die Raad oorgedra word na 'n ander fonds wat vir 'n soortgelyke doel as dié van die oorspronklike fonds gestig is.

(2) Ingeval van die ontbinding van die Raad of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel vier-en-derig (2) van die Wet bindend is, moet die bestuurskomitee voortgaan om die Fonds te administreer en op die datum waarop die Raad ophou om te funksioneer of ontbind word, wat die lede van sodanige komitee geag vir dié doeleindes lede daarvan te wees; met dien verstande egter dat enige vakatures wat in sodanige komitee ontstaan deur die Minister uit werkgewers of werknemers in die Nywerheid aangevul kan word ten einde gelykheid van werkgewers- en werknemersverteenvoorders en plaasvervangers in die lidmaatskap van sodanige komitee te verseker. Ingeval 'n bestuurskomitee nie in staat of bereid is om sy pligte te verrig nie of 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel om die pligte van sodanige komitee uit te voer en sodanige kurator of kurators het vir dié doel al die bevoegdhede van sodanige komitee. By verstryking van hierdie Ooreenkoms moet die Fonds gelikwiderd word op die wyse in klousule 14 van hierdie Ooreenkoms uiteengesit, en as die sake van die Raad by sodanige verstryking alreeds afgehandel en sy bates verdeel is, moet die balans van die Fonds verdeel word soos in artikel vier-en-derig (4) van die Wet bepaal asof dié deel van die algemene fondse van die Raad uitmaak.

**14. LIQUIDATION.**

Upon liquidation of the fund in terms of clause 13 (1) hereof, the moneys remaining to the credit of the fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

**15. AGENTS.**

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries and to examine such documents, books, wage sheets, time sheets, and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

**16. EXEMPTIONS.**

The Council may on the recommendation of a management committee or on its own decision, grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

**17. EXHIBITION OF THE AGREEMENT.**

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Union.

Signed at Bloemfontein on behalf of the parties on this 21st day of October, 1959.

Duly authorised thereto by resolution.

J. P. G. EKSTEEN, *Chairman.*

R. C. MAYNE, *Vice-Chairman.*

H. K. ARCHER, *Secretary of the Council.*

**14. LIKWIDASIE.**

By likwidasië van die Fonds ingevolge klousule 13 (1) hiervan, moet die gelde wat na betaling van al die vorderings, met inbegrip van administrasie- en likwidasiëkoste, in die krediet van die Fonds oorbly, in die algemene fondse van die Raad gestort word.

**15. AGENTE.**

Die Raad kan een of meer aangewese persone as agente aanstel om behulpzaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms, en elke werkgever en elke werknemer is verplig om sodanige persone toe te laat om sodanige persele binne te kom, dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalkaarte te ondersoek, en dié individue te ondervra en dié stappe te doen wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag teenoor sodanige agent in die loop van sy ondersoek 'n valse verklaring doen nie.

**16. VRYSTELLINGS.**

Die Raad kan op aanbeveling van 'n bestuurskomitee of volgens eie besluit vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen onder sulke voorwaardes en vir sodanige tydperk as wat hy bepaal.

**17. VERTONING VAN OOREENKOMS.**

Elke werkgever moet op die een of ander opvallende plek op sy perseel 'n afskrif van hierdie Ooreenkoms in die vorm wat deur die regulasies kragtens die Wet voorgeskryf word, in leesbare letters in albei amptelike tale van die Unie vertoon en dit daar vertoon hou.

Namens die partye op hede, die 21ste dag van Oktober 1959 te Bloemfontein onderteken. Behoorlik by besluit daartoe gemagtig.

J. P. G. EKSTEEN, *Voorsitter.*

R. C. MAYNE, *Ondervoorsitter.*

H. K. ARCHER, *Sekretaris van die Raad.*

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