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UNION OF SOUTH AFRICA

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 198.] [12 Februarie 1960.

WET OP NYWERHEIDSVERSOENING, 1956. SOOS GEWYSIG.

BOUNYWERHEID, QUEENSTOWN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid hierby—

(*a*) kragtens paragraaf (*a*) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf 13 Februarie 1960 en vir die tydperk wat vyf jaar vanaf genoemde datum eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(*b*) kragtens paragraaf (*b*) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 (ii), 3 tot en met 27, 29 en 30 van genoemde Ooreenkoms vanaf 13 Februarie 1960 en vir die tydperk wat vyf jaar vanaf genoemde datum eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (*a*) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrosdistrik Queenstown; en

(*c*) kragtens paragraaf (*a*) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 (ii), 3 tot en met 16, 19 tot en met 27, 29 en 30 van genoemde Ooreenkoms vanaf 13 Februarie 1960 en vir die tydperk wat vyf jaar vanaf genoemde datum eindig, in die landdrosdistrik Queenstown, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid 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.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, QUEENSTOWN.

OOREENKOMS

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

National Federation of Building Employers in South Africa (hieronder die „werkgewers" of „werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa (hieronder die „werknemers" of die „vakvereniging" genoem), aan die ander kant,

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

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 198.] [12 February 1960

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

BUILDING INDUSTRY, QUEENSTOWN.

On behalf of the Minister of Labour, I. MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

(*a*) in terms of paragraph (*a*) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding from the 13th February, 1960, and for the period ending five years from the said date upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;

(*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 (ii), 3 to 27 (inclusive), 29 and 30 of the said Agreement shall be binding from the 13th February, 1960, and for the period ending five years from the said date, upon all employers and employees other than those referred to in paragraph (*a*) of this notice, engaged or employed in the said Trade in the Magisterial District of Queenstown; and

(*c*) in terms of paragraph (*a*) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of Queenstown and from the 13th February, 1960, and for the period ending five years from the said date the provisions contained in clauses 1 (ii), 3 to 16 (inclusive), 19 to 27 (inclusive), 29 and 30 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Trade 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.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, QUEENSTOWN.

AGREEMENT

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

The National Federation of Building Employers in South Africa (hereinafter referred to as the "employers" or "employers' organisation"), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa (hereinafter called the "employees" or "the trade union"), of the other part,

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(i) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Queenstown nagekom word deur die werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie of die vakvereeniging is.

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

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

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

(*c*) klousules 4 (3), 8, 10 en 11 (3) nie van toepassing op werknemers vir wie lone in klousule 4 (1) (*a*) (i), (ii), (iii), (iv) en (v) voorgeskryf word nie.

2. GELDIGHEIDSDUUR.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en enige verwysing na 'n wet omvat alle wysigings van sodanige wet, en tensy dit strydig met die samehang is, beteken—

„Wet" die Wet op Nywerheidsversoening 1956;

„vakleerling" 'n werknemer in diens kragtens 'n skriftelike vakleerlingskapkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is, en omvat 'n minderjarige wat ingevolge daardie Wet vir 'n proeftydperk in diens is;

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

Messelwerk, met inbegrip van betonwerk en die vassit van betonblokke, plakke of plate, die beteëling van mure en vloere, uitvoeging van baksteenwerk, voegwerk, plaveiwerk, mosaïekwerk, voorwerk met leiklip, marmer en komposisie, rioolaanleg, leidekwerk, dakpanwerk en sementkalfaatbewerking van erdepypriole;

elektriese installasiewerk, met inbegrip van die installering van elektriese toebehore en bedradingswerksaamhede wat daarmee gepaard gaan;

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

skrynwerk, met inbegrip van die insit van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat by sodanige insit behoort, ongeag of die insit in die gebou of bouwerk gedoen word deur die persoon wat die gebruikte artikel vervaardig of berei of nie, en dit omvat rakkaste, kombuiskaste en ander vaste kombuistoebehore wat by die gebou as 'n permanente deel daarvan bykom;

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

installering van hysers, met inbegrip van die vervaardiging van hysbakke of hyserkooie en die oprigting en/of instandhouding van hysers;

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(i) The terms of this Agreement shall be observed in the magisterial District of Queenstown by the employers and employees in the Building Industry, who are members of the employers' organisation or the trade union respectively.

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

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

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

(*c*) clauses 4 (3), 8, 10 and 11 (3) shall not apply to employees for whom wages are prescribed in clause 4 (1) (*a*) (i), (ii), (iii), (iv) and (v).

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

An expressions used in this Agreement which are defined in the industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to any Act shall include any amendments of such Act, and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the provisions of the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

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

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

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

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

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

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

lift installations, which includes the manufacture of lift cars or cages and the erection and/or maintenance of lifts;

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

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stonework), concreting and the fixing or building of 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;

skilderwerk, met inbegrip van versierwerk, muurbehangwerk, die insit van ruite, distemperwerk, wit- en kleurkalkwerk, beitswerk, verniswerk, vlamskildering, marmering en verfspuitwerk, letterskilderwerk en muurversiering, die gebruik van teer en teerprodukte, en dit omvat skuurwerk en alle werk wat voornoemde werksaamhede voorafgaan, skuurpapierbewerking van mure en houtwerk, opvulling van barste in mure en stopverfwerk aan houtwerk.

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

loodgieterswerk, met inbegrip van hardsoldeerwerk en sweiswerk, loodlaswerk, gasaanleg, sanitêre en huishoudelike ingenieurwerk, rioolaanleg, kalfaatwerk, ventilering, verwarming, warm- en kouwateraanleg, die aanbring van brandblusinstallasie en die vervaardiging en aanlê van alle metaalplaatwerk, ongeag of die persoon wat die gebruikte artikel vervaardig of berei, dit in die gebou of bouwerk insit of nie;

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

staalversterking;

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

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

„los arbeider" 'n arbeider wat hoogstens drie dae in enige week by dieselfde werkgever in diens is;

„Raad" die Nywerheidsraad vir die Bounywerheid, Queenstown, geregistreer ingevolge artikel *negentien* van die Wet op Nywerheidsversoening, 1956;

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

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

„noodwerk" dié werk wat nie redelikerwys gedurende die ure voorgeskryf in klousule 11 (1) en (2) van hierdie Ooreenkoms verrig kan word nie;

„halfgeskoolde werknemers" 'n werknemer wat almal of enigeen van onderstaande klasse werk verrig, nl.—

Slegs oor arbeiders toesighou, metaalvensters monteer, houtvensterrame vastik, vloerskuurmasjien bedien, rioolpype kalfater, klippoleermasjinerie bedien, uitgesonderd 'n Mall- en Biax- en soortgelyke tipe draagbare draaiskuurskyfmasjien, buigbare saag- en afwerkmasjien bedien, en wat bowendien die werk van 'n arbeider kan verrig;

„geskikte slaapplek" 'n waterdigte skuiling wat veilig gesluit kan word en 'n houtvloer en die nodige was- en latrinegeriewe het;

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

„arbeider" 'n werknemer wat enigeen of almal van die volgende verrig:—

(i) Klippe of grond uitgraaf en uithaal vir fondamente, slote, riole en kanale;
(ii) uitgegraafde klippe of grond verwyder;
(iii) materiaal voer aan of verwyder uit dagha- of betonmengmasjiene, en dagha of beton met die hand of met skopgrawe meng;
(iv) goedere laai of aflaai;

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

plastering, which includes modelling, model making, mouldmaking, facing of casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terazzo 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 stonework, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

steel reinforcing;

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

woodwork, which includes carpentry, veneer panelling and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt based floor covering 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, provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from the definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

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

"Council" means the Industrial Council for the Building Industry, Queenstown, registered in terms of section 19 of the Industrial Conciliation Act, 1956;

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

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

"emergency work" means such work as cannot reasonably be performed during the hours prescribed in clause 11 (1) and (2) of this Agreement;

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

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

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

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

"labourer" means an employee engaged an any or all of the following:—

(i) Digging or taking out stone or soil for foundations trenches, drains and channels;
(ii) removing excavated stone and soil;
(iii) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand or with shovels;
(iv) loading or unloading materials;

(v) dagha, stene, klippe, beton of ander materiaal dra;
(vi) gebruikte stene skoonmaak;
(vii) geboue en latrines wat deur Naturelle gebruik word, afwit en teer of dergelike produkte daaraan smeer en aan ru-houtwerk, soos dwarsbalke, en onderaan vloere; met dien verstande egter dat die afwit van geboue of latrines gedurende die oprigting daarvan of binne 60 dae na voltooiing van enige gebou van hierdie woordomskrywing uitgesluit word;
(viii) staalversterkingsmateriaal met draad bind of vasmaak, of sodanige materiaal onder toesig sny, buig en inmekaarsit, oprig en vassit;
(ix) steiers onder toesig van 'n bevoegde persoon oprig;
(x) beton onder toesig gelykmaak;
(xi) skroefdraad aan pype onder toesig van 'n vakman sny;
(xii) betonmengers of dagha- of ander soortgelyke masjiene bedien;
(xiii) vakmanne help, waar dit nodig is, maar nie geskoolde werk verrig nie;

„skuilplek gedurende reënweer" 'n skuilplek wat op so 'n manier van waterdigte materiaal gebou is dat die persone wat daarin skuil onder enige omstandighede drooggehou word, en gemaklik is;

„werkende werkgewer of vennoot" alle werkgewers of vennote in 'n vennootskap wat in die Bounywerheid werk wat self werk verrig soortgelyk aan dié wat enigeen van sy werknemers verrig.

4. LONE.

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

	Per uur. s.	d.
(i) Arbeider	0	9
(ii) Los arbeider	0	10
(iii) Halfgeskoolde werknemer	1	6½
(iv) Motorvoertuigbestuurder	1	9½
(v) Bediener van hystoestel	1	9½
(vi) Werknemers in die skilderbedryf	4	0
(vii) Werknemers in ander bedrywe	4	4

(*b*) *Differensiële skale.*—'n Werknemer wat op enige dag twee of meer soorte werk verrig waarvoor verskillende lone betaalbaar is, moet vir die volle tyd wat hy op sodanige werk, besoldig word teen die hoër loon wat ingevolge paragraaf (*a*) van hierdie subklousule betaalbaar is.

(2) *Besoldiging vir werk op sekere dae.*—'n Werkgewer moet dubbel die loon wat in hierdie klousule voorgeskryf word, aan sy werknemer betaal vir alle tyd wat op Sondag, Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag verrig word, en dit moet beskou word dat hierdie dae duur tot die gewone begintyd op die dae wat daarop volg.

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

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

(*a*) as gevaarlik geklassifiseer is in enige statutêre, provinsiale of munisipale wet of regulasie met betrekking tot die Bounywerheid en in werking is in enige dorp of plek waarin of waarby sodanige werk verrig word;

(*b*) verrig word aan die buitekant van 'n gebou, uitgesonderd tydens die oprigting van 'n nuwe gebou, op of van 'n hangsteier, hangstoel of 'n dak of skuifleer op 'n hoogte van meer as 30 voet van die grond af, in verband met die opknapping, verandering of herstel van sodanige gebou of die oprigting van ligte of die ophang van vlaggies;

(*c*) verrig word op 'n alleenstaande skoorsteen of staalbundelskoorsteen op 'n hoogte van meer as 30 voet van die grond af;

(*d*) in ou straatriole gedoen word.

5. LEWENSKOSTETOELAE.

(1) Aan werknemers vir wie lone in klousule 4 (1) (*a*) (vi) en (vii) voorgeskryf word, moet benewens sodanige lone 'n lewenskostetoelae van 1s. 5d. per uur betaal word vir elke uur gewerk, uitgesonderd oortyd, met dien verstande dat die lewenskostetoelae wat aldus betaalbaar is, aan halfjaarlikse aanpassing in ooreenstemming met die volgende formule onderworpe moet wees:—

(*a*) By die verstryking van elke agtereenvolgende tydperk van ses maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, moet die Raad die beswaarde gemiddelde kleinhandelprysindeksyfer vir die nege vernaamste gebiede van die Unie vir alle items vasstel, soos deur die Direkteur van Sensus en Statistiek in die *Staatskoerant* gepubliseer, onmiddellik voor die verstryking van die betrokke tydperk van ses maande.

(*b*) Op die basis van die syfer aldus verkry, moet die voorgeskrewe lewenskostetoelae met 1d. (een pennie) per uur verhoog of verminder word vir elke voltooide drie punte waarmee sodanige syfer meer of minder as 221 is.

(*c*) Elke sodanige aanpassing word van krag vanaf die eerste dag van die maand wat onmiddellik op die verstryking van elke tydperk van ses maande volg, bereken soos in voorafgaande paragraaf (*a*) uiteengesit, en bly van krag vir die daaropvolgende ses maande of, na gelang van die geval, tot die verstryking van die Ooreenkoms.

(v) carrying mortar, brick, stone, concrete or other materials;
(vi) cleaning used bricks;
(vii) lime washing and the use of tar or similar products on buildings and latrines occupied and used by natives, and rough timber such as joists, and underside of floors, provided, however, that lime washing in connection with building and/or latrines during their erection or within sixty days of the completion of any building be excluded from this definition;
(viii) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting, and fixing such materials under supervision;
(ix) scaffold erecting under supervision of a competent person;
(x) levelling concrete under supervision;
(xi) threading of piping under the supervision of an artisan;
(xii) operating concrete mixers or mortar or other similar machines;
(xiii) assisting artisans wherever necessary, but not to perform skilled work;

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

"working employer or partner" means any employer or any partner in a partnership which carries out work in the building industry who himself performs work similar to that carried out by any of his employees;

4. WAGES.

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

	Per Hour. s.	d.
(i) Labourer	0	9
(ii) Casual Labourer	0	10
(iii) Semi-skilled Employee	1	6½
(iv) Motor vehicle driver	1	9½
(v) Operator of Hoist	1	9½
(vi) Employees in the painting trade	4	0
(vii) Employees in other trades	4	4

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

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

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

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

(*a*) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;

(*b*) performed on the outside of a building, other than in the course of erection of a new building, on or from a swinging scaffold, boatswain's chair, or a roof or extension ladder, at a height of more than 30 feet from ground level, in connection with the renovation, alteration or repair of such building or the erection of illuminations or the hanging of bunting;

(*c*) performed on an independent chimney or steel stack at a height of more than 30 feet from the ground level;

(*d*) performed in old sewers.

5. COST OF LIVING ALLOWANCE.

(1) Employees for whom wages are prescribed in clause 4 (1) (*a*) (vi) and (vii) shall in addition to such wages, be paid a cost of living allowance of 1s. 5d. per hour for each hour worked, exclusive of overtime, provided that the cost of living allowance so payable shall be subject to half yearly adjustment in accordance with the following formula:—

(*a*) Upon the expiry of each successive period of six months, taken as from the date on which this agreement comes into operation, the Council shall ascertain the weighted average retail price index figure for the nine principal areas of the Union for all items, as published by the Director of Census and Statistics in the *Government Gazette* immediately prior to the expiry of the period of six months concerned.

(*b*) On the basis of the figure so ascertained, the cost of living allowance prescribed shall be increased or decreased respectively by 1d. (one penny) per hour for every complete three points by which such figure is greater or less than 221.

(*c*) Each such adjustment shall become effective from the first of the month immediately following the expiry of each period of six months, calculated as described in the preceding paragraph (*a*), and shall remain operative for the next ensuing six months or until the expiry of the agreement as the case may be.

(2) In die geval waar die toelae voorgeskryf ingevolge Oorlogsmaatreël No. 43 van 1942, of enige ander plaasvervangende wetgewing, die bedrag oorskry wat in subartikel (i) voorgeskryf word, moet 'n bedrag tot 'n maksimum van 1s. per uur van die voorgeskrewe minimum loon van toepassing op werknemers in subartikel (1) genoem, steeds geld as lewenskostetoelae vir die toepassing van genoemde Oorlogsmaatreël of plaasvervangende wetgewing.

(3) In die geval waar wetgewing ingestel word waardeur die lewenskostetoelae of enige deel van die lewenskostetoelae soos voorgeskryf in subklousule (1) by die basiese lone gekonsolideer word, moet die loonskale wat voorgeskryf is vir werknemers in subklousule (1) genoem, as ooreenkomstig sodanige wetgewing beskou word tot die bestek van 'n maksimum bedrag van 1s. per uur, en, tot die toepaslike bestek, moet sodanige bedrag teen enige bedrag kragtens sodanige wetgewing gekonsolideer, verreken word.

(4) Die lewenskostetoelae verskuldig aan 'n werknemer ooreenkomstig subklousule (1) moet enige toelae insluit wat aan sodanige werknemer betaalbaar is ingevolge Oorlogsmaatreël No. 43 van 1942, en waar die lewenskostetoelae betaalbaar ingevolge dié Oorlogsmaatreël hoër is as dié wat ooreenkomstig subklousule (1) verskuldig is, moet die Oorlogsmaatreëltoelae betaal word, onderworpe aan die bepalings van subklousules (2) en (3).

(5) Alle ander werknemers moet lewenskostetoelaes ontvang volgens die skale voorgeskryf by Oorlogsmaatreël No. 43 van 1942.

6. BETALING VAN LONE, OORTYD EN ANDER BESOLDIGING.

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

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

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

(3) Behoudens die bepalings van klousules 22 (1) en (4), en 26 mag geen aftrekkings gedoen word van bedrae wat aan werknemers verskuldig is ten opsigte van lone of besoldiging vir oortydwerk nie; met dien verstande dat as 'n werkgewer by enige wet, ordonnansie of hofbevel verplig word om 'n betaling namens 'n werknemer te doen, enige bedrag wat aldus betaal is, afgetrek kan word.

7. STUKWERK, TAAKWERK EN AANSPORINGSWERK.

(1) Dit is verbode vir werkgewers om werk op 'n stukwerk- of taakwerkgrondslag uit te gee en vir werknemers om sulke werk te verrig.

(2) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy ingevolge klousule (4) geregtig sou wees nie, mag 'n werkgewer 'n werknemer se betaling baseer op die hoeveelheid of produksie van werk verrig; met dien verstande dat geen sodanige besoldigingstelsel toelaatbaar moet wees nie behalwe in die vorm van 'n aansporingskema oor die voorwaardes waaroor ooreengekom is soos uiteengesit in subklousules (3) en (4) hieronder.

(3) Enige werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en werknemers instel wat, na raadpleging met enige van die vakverenigingpartye by hierdie Ooreenkoms wie se lede daarby betrokke is, oor die voorwaardes van enige sodanige skema kan besluit.

(4) Die voorwaardes van enige sodanige aansporingskema en enige daaropvolgende wysiging daarvan waaroor die Komitee mag besluit het, moet op skrif gestel word en deur die lede van die Komitee onderteken word en mag nie deur die Komitee verander word om deur enigeen van die partye beëindig word nie, tensy die party wat die Ooreenkoms wil verander of beëindig, die ander party skriftelik sodanige kennis gee as waaroor die partye mag ooreenkom wanneer sodanige Ooreenkoms aangegaan word.

8. STAPTYD EN VERVOER.

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

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

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

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

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

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

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

(3) 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 sub-clause (1) is consolidated into basic wages, the wage rates prescribed for employees referred to in sub-clause (1) 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) The cost of living allowance due to an employee in terms of sub-clause (1) shall include any allowance payable to such employee under War Measure No. 43 of 1942, and where the cost of living allowance payable under the War Measure is higher than that due in terms of sub-clause (1) the War Measure allowance shall be paid, subject to the provisions of sub-clauses (2) and (3).

(5) All other employees shall receive cost of living allowances at the rates prescribed by War Measure No. 43 of 1942.

6. PAYMENT OF WAGES, OVERTIME AND OTHER REMUNERATION.

(1) Wages, earnings for overtime and all other remuneration due shall be paid in cash, weekly during working hours and not later than 5 p.m. on Fridays, or on termination of employment if this takes place before the ordinary pay day of the employee.

Payments may, however, be made on days prior to Friday if agreed to by the employer and employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

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

(3) Subject to the provisions of clause 22 (1) and (4) and 26, no deductions shall be made from amounts due to employees in respect of wages or remuneration for overtime work, provided that where an employer is compelled by any law, ordinance or legal process to make any payment on behalf of an employee, any amount so paid may be deducted.

7. PIECE-WORK, TASK-WORK AND INCENTIVE WORK.

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

(2) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, 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.

(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, after consultation with any of the Trade Union parties to this Agreement whose members are involved, 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 an Agreement.

8. WALKING TIME AND TRANSPORT.

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

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

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

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

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

(6) For the purposes of this clause "job" means the workshop or site where work is being performed.

9. KONTRAK UITSLUITLIK VIR ARBEID.

Geen werkgewer mag werk uitgee op 'n kontrak uitsluitlik vir arbeid nie. Geen werknemer mag werk op so 'n basis aanneem of verrig nie.

10. WERK OP PLATTELAND.

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

(*a*) As 'n werknemer daagliks huis toe kan gaan en dit ook doen: Daagliks 'n tweedeklas-retoerspoorwegkaartjie. Slegs vir tyd wat by die werk gewerk word, word betaal;

(*b*) as 'n werknemer nie daagliks huis toe kan gaan nie—

(i) tweedeklasspoorwegkaartjie of soortgelyke vervoer na en van die werksplek af aan die begin en by die einde van die werk; vir tyd wat gedurende gewone werkure gereis word, word slegs betaal teen die uurloonskaal van die betrokke werknemer, soos in klousule 4 voorgeskryf;

(ii) geskikte slaapplek naby die werkplek, of in plaas daarvan 'n toelae van 12s. 6d. per dag;

(iii) as 'n werknemer oor die naweek huis toe kan gaan en op die gewone begintyd op Maandag (of Dinsdag, as Nuwejaarsdag, Kersdag, of Geloftedag op 'n Sondag of Maandag val) by die werk terug kan wees, is hy geregtig op 'n tweedeklas-retoerspoorwegkaartjie vir die naweek, maar daar word geen betaling in plaas van sodanige kaartjie gedoen as die reis nie onderneem word nie; ten opsigte van tyd wat gedurende sulke naweke aan reis bestee word, is geen loon betaalbaar nie.

11. WERKURE.

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n „los arbeider", mag hoogstens die volgende wees:—

(*a*) In die geval van 'n „arbeider", 43 uur per week;

(*b*) in die geval van alle ander werknemers, met uitsondering van „los arbeiders", 41 uur per week, d.w.s. 8 uur 12 minute daagliks van Maandae tot en met Vrydae, nl. van 7.48 vm. tot 12.45 nm. en 1.45 nm. tot 5 nm.

(2) Die gewone werkure van 'n „los arbeider" mag hoogstens 8¾ uur per dag wees.

(3) Terwyl hy by 'n werkgewer in diens is, mag geen werknemer enige werk in die Bounywerheid, hetsy vir besoldiging of nie, buite die ure wat in hierdie klousule voorgeskryf word, werk onderneem of verrig nie, ook nie op Sondae, Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag of Nuwejaarsdag nie, hetsy vir eie rekening of namens 'n ander persoon of persone, uitgesonderd dat 'n werknemer slegs vir homself kan werk.

(4) Geen werk uitgesonderd dié gespesifiseer in klousule 12 (1) mag op Sondag, Paasmaandag, Goeie Vrydag, Geloftedag, Kersdag en Nuwejaarsdag, of op Saterdag verrig word nie, uitgesonderd dat 'n werknemer behoudens die skriftelike toestemming van die Raad slegs vir homself kan werk.

(5) Geen werknemer mag verplig of toegelaat word om vir 'n aaneenlopende tydperk van meer as 5 uur te werk sonder 'n onderbreking van minstens een uur nie, met dien verstande dat werktydperke onderbreek deur 'n pouse van minder as een uur as aaneenlopend beskou moet word.

12. OORTYD.

(1) 'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om oortyd te werk nie, behalwe op noodsaaklike dienste of in die geval van noodwerk.

(2) Alle ure gewerk bo die ure wat in klousule 9 voorgeskryf word, moet as oortyd beskou word en, behoudens soos bepaal in subklousule (2) van klousule 4 van hierdie Ooreenkoms, moet daarvoor betaal word:—

(*a*) Teen een en 'n half maal die gewone loon van 'n werknemer, of 'n bedrag gelykstaande met die gewone besoldiging van die werknemer, bestaande uit die basiese loon, lewenskostetoelae en vakansiefondsbetaling, wat ook al die gunstigste vir die werknemer is, vir die eerste twee uur oortyd per dag gewerk van Maandae tot Vrydae en, vir die eerste vier uur oortyd wat voor twaalfuur middag op Saterdag gewerk word.

(*b*) Teen dubbel die basiese skaal vir alle oortyd bo twee uur per dag van Maandae tot Vrydae, vir oortyd op Saterdae voor middag wanneer oortyd op die voorafgaande Vrydag gewerk is, en vir alle oortyd na twaalfuur middag op Saterdae, en vir alle werk wat op Sondae en openbare vakansiedae verrig word.

(3) Geen werkgewer mag sy werknemer toelaat om meer as tien uur oortyd in enige week te werk nie.

13. DIENSBEËINDIGING.

(1) 'n Werknemer, uitgesonderd 'n los arbeider, wat sy diens by 'n werknemer wil beëindig en 'n werkgewer wat die dienste van sy werknemer, uitgesonderd 'n los werknemer, wil beëindig, moet minstens een werkdag kennis gee; met dien verstande dat dit nie inbreuk maak op die reg van 'n werkgewer of werknemer om die dienskontrak sonder kennisgewing te beëindig weens 'n oorsaak wat wetlik as voldoende erken word nie.

9. LABOUR ONLY CONTRACT.

No employer shall give out work on a labour only contract basis. No employee shall accept or perform work on such a basis.

10. 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 an employee is able and does return to his home every day: Return second class railway fare daily. Only time worked on a job shall be paid for;

(*b*) Where an employee is unable to return to his home daily—

(i) second class railway fare or equivalent transport to and from the place of work at the beginning and termination of such work time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wage of the employee, concerned, as prescribed in clause 4;

(ii) suitable sleeping accommodation, in proximity to the place of work or an allowance of 12s. 6d. per day in lieu thereof;

(iii) an employee if able to proceed to his home at the weekend and return by the ordinary starting time on Monday (or Tuesday if New Year's Day, Christmas Day or the Day of the Covenant falls on a Sunday or Monday), he shall be entitled to a second class railway return fare at weekends, 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.

11. HOURS OF WORK.

(1) The ordinary hours of work of an employee, other than a "casual labourer", shall not exceed—

(*a*) in the case of a "labourer" 43 hours per week;

(*b*) in the case of all other employees excluding "casual labourers" 41 hours per week, i.e. 8 hours 12 minutes daily from Mondays to Fridays inclusive, viz. from 7.48 a.m. to 12.45 p.m. and 1.45 p.m. to 5 p.m.

(2) The ordinary hours of work of a "casual labourer" shall not exceed eight and three quarters of an hour in any day.

(3) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the Building Industry, whether for remuneration or not, outside the hours prescribed in this clause, nor on Sundays, Good Friday, Easter Monday, the Day of Covenant, Christmas Day or New Year's Day, either on his own account or on behalf of any other person or persons, save that an employee may perform work for himself only.

(4) No work other than that specified in clause 12 (1) shall be performed on Sundays, Easter Monday, Good Friday, the Day of the Convenant, Christmas Day and New Year's Day, nor on Saturdays, save that an employee may perform work for himself only subject to the written permission of the Council.

(5) No employee shall be required or permitted to work for a continuous period of more than 5 hours without a break of at least one hour; provided that periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

12. OVERTIME.

(1) An employer shall not require or allow an employee to work overtime except on essential services or in cases of emergency work.

(2) All hours worked in excess of the hours prescribed in clause 9 shall be regarded as overtime and subject to the provisions of sub-clause (2) of clause 4 of this Agreement shall be paid for:—

(*a*) At one and one-half times the ordinary wages of an employee, or an amount equal to the ordinary remuneration of the employee made up of the basic wage, cost of living allowance and holiday fund payment, whichever is the more favourable to the employee, for the first two hours overtime worked per day from Mondays to Fridays and, for the first four hours overtime worked before noon on Saturday.

(*b*) At double the basic rate all overtime in excess of two hours per day from Mondays to Fridays, for overtime on Saturdays before noon where overtime has been worked on the preceding Friday, for overtime after twelve noon on Saturdays and for all work performed on Sundays and public holidays.

(3) No employer shall permit his employee to work and no employee shall work more than 10 hours overtime in any one week.

13. TERMINATION OF EMPLOYMENT.

(1) An employee other than a casual labourer, desirous of terminating his employment with an employer and an employer desirous of terminating the services of his employee other than a casual labourer shall give not less than one working day's notice; provided that this shall not effect the right of an employer or employee to terminate the contract or service without notice for any cause recognised by law as sufficient.

(2) 'n Werkgewer kan aan 'n werknemer een dag se loon gee n plaas van kennisgewing waarop sodanige werknemer kragtens subklousule (1) geregtig is en 'n werknemer kan 'n werkgewer eweneens een dag se loon gee in plaas van kennisgewing waarop sodanige werkgewer geregtig is.

(3) Gedurende die tydperk van kennisgewing genoem in subklousule (1), moet 'n werknemer wat as 'n timmerman in diens s, 'n tydperk van hoogstens twee uur en ander werknemers vir wie se lone in klousule 4 (1) (*a*) (vi) en (vii) voorgeskryf word, 'n tydperk van hoogstens een uur toegestaan word met die doel om hul gereedskap in 'n werkende toestand te kry.

(4) Dit is nie 'n vereiste dat kennis aan of deur 'n los arbeider gegee word nie.

14. SKUILPLEK MET REËNWEER.

Op enige terrein waar bouwerksaamhede verrig word, moet werkgewers 'n behoorlike skuilplek verskaf waar werknemers gedurende reënweer kan skuil.

15. LATRINES.

Alle werkgewers moet by alle werk behoorlike afsonderlike sanitêre geriewe vir blankes en nie-blankes verskaf.

16. TEEPOUSE.

'n Teepouse van 10 minute tussen 10 vm. en 10.30 vm. moet deur elke werkgewer aan sy werknemers gedurende die oggendskof toegestaan word.

17. WERKENDE WERKGEWER OF VENNOOT.

Enige werkende werkgewer en/of vennoot of hul regstreekse verteenwoordiger, moet die werkure wat in klousule 11 van hierdie Ooreenkoms voorgeskryf word, nakom.

18. KENNISGEWINGSBORD.

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

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

19. JAARLIKSE VERLOF.

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

1959. Vanaf 5 nm., 18 Desember 1959 tot 7.48 vm., 11 Januarie 1960.
1960. Vanaf 5 nm., 15 Desember 1960 tot 7.48 vm., 9 Januarie 1961.
1961. Vanaf 5 nm., 15 Desember 1961 tot 7.48 vm., 8 Januarie 1962.
1962. Vanaf 5 nm., 14 Desember 1962 tot 7.48 vm., 7 Januarie 1963.
1963. Vanaf 5 nm., 13 Desember 1963 tot 7.48 vm., 6 Januarie 1964.

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

(*a*) *Arbeiders.*—(i) Benewens die besoldiging voorgeskryf ingevolge hierdie Ooreenkoms, moet 'n werkgewer aan elke arbeider in sy diens 'n bedrag betaal gelyk aan een dag se betaling t.o.v. enige openbare vakansiedag genoem in klousule 11 (4) wat nie binne die tydperk van jaarlikse verlof, voorgeskryf in klousule 19, val nie, asof hy op sodanige vakansiedag gewerk het. Sodanige loon moet betaal word op die betaaldag wat op die betrokke openbare vakansiedae volg.

(ii) Bo en behalwe die gewone lone moet 'n werkgewer ook op die dag voor die aanvang van die jaarlikse verloftydperk genoem in klousule 19 t.o.v. elke arbeider in sy diens 'n bedrag betaal wat gelyk is aan een dag se betaling t.o.v. elke volle maand diens plus drie dae se loon vir en t.o.v. Geloftedag, Kersdag en Nuwejaarsdag.

(iii) 'n Arbeider wie se dienskontrak met 'n werkgewer voor die aanvang van die jaarlikse verloftydperk genoem in klousule 19, eindig, moet hy die beëindiging daarvan t.o.v. elke volle maand diens by daardie werkgewer 'n bedrag betaal word wat gelyk is aan een dag se betaling.

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

(*b*) *Vakleerlinge.*—Elke werkgewer moet aan elke vakleerling in sy diens op die laaste betaaldag voor die aanvang van die verloftyd genoem in klousule 19 hiervan, die loon betaal wat daardie vakleerling sou verdien het as hy aangehou het om gedurende die genoemde verloftydperk vir sy werkgewer te werk.

(*c*) *Alle ander werknemers* (*uitgesonderd los arbeiders*).—(i) Benewens enige ander besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig mag wees, moet namens sodanige werknemer, behoudens die bepalings van klousule 22 en t.o.v. jaarlikse verlof, onderstaande bedrag aan die vakansiefonds betaal word:—

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

(2) An employer may give an employee one day's pay in lieu of the notice to which such employee may be entitled in terms of sub-clause (1) and an employee may similarly give an employer one day's pay in lieu of the notice to which such employer is entitled.

(3) During the period of notice referred to in sub-clause (1) an employee employed as a carpenter, by the same employer for a period of not less than three months, shall be allowed a period not exceeding two hours and other employees for whom wages are prescribed in clause 4 (1) (*a*) (vi) and (vii) a period not exceeding one hour for the purpose of putting their tools in working order.

(4) No notice shall be required to be given to or by a casual labourer.

14. WET WEATHER SHELTER.

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

15. LATRINES.

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

16. TEA INTERVAL.

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

17. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner or their direct representative shall observe the working hours prescribed in clause 11 of this Agreement.

18. NOTICE BOARD.

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

This clause shall only apply to jobs of seven days duration and over.

19. ANNUAL LEAVE.

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

1959. From 5 p.m., 18 December, 1959, to 7.48 a.m., 11 January, 1960.
1960. From 5 p.m., 15 December, 1960, to 7.48 a.m., 9 January, 1961.
1961. From 5 p.m., 15 December, 1961, to 7.48 a.m., 8 January, 1962.
1962. From 5 p.m., 14 December, 1962, to 7.49 a.m., 7 January, 1963.
1963. From 5 pm., 13 December, 1963, to 7.48 a.m., 6 January, 1964.

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

(*a*) *Labourers.*—(i) In addition to the remuneration prescribed in terms of this Agreement, an employer shall pay to each labourer in his employ a sum equal to one day's pay in respect of any public holiday referred to in clause 11 (4) not falling within the period of annual leave prescribed in clause 19, as if he had worked on such holiday. Such payment shall be made on the pay day following the public holiday concerned.

(ii) Over and above the ordinary wages an employer shall also on the day prior to the commencement of the period of annual leave referred to in clause 19, pay to each labourer in his employ an amount equal to one day's pay in respect of each completed month of employment, plus three day's pay in respect of the day of the Covenant, Christmas Day and New Year's Day.

(iii) A labourer whose contract of employment with any employer terminates prior to the commencement of the period of annual leave referred to in clause 19, shall upon such termination be paid an amount equal to one day's pay in respect of each completed month of employment by that employer.

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

(*b*) *Apprentices.*—Each employer shall pay to each apprentice in his employ on the last pay day prior to the commencement of the holiday period referred to in clause 19 hereof, the wages which such apprentice would have earned if he had continued to work for his employer during the said holiday period.

(*c*) *All other Employees* (*excluding Casual Labourers*).—(i) In addition to any other remuneration to which an employee may be entitled in terms of this Agreement, such employee shall be paid subject to the provisions of clause 22 and in respect of annual leave, the amount set out hereunder towards the holiday fund:—

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

Werknemers vir wie lone in klousule 4 (1) (*a*) (vi) en (vii) voorgeskryf word (werknemers in die skilder- en ander bedrywe): 5d. per uur.

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

21. VOORTSETTING EN ADMINISTRASIE VAN VERLOFFONDS.

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

(2) Die Fonds bestaan uit geld gekweek uit die verkoop van seëls soos bepaal in klousule 22. Alle geld ontvang, moet binne twee dae na die ontvangs daarvan, in 'n bank in die krediet van die fonds inbetaal word, of indien 'n bankvakansiedag tussenbei kom, so spoedig doenlik daarna.

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

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

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

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

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

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

(*a*) Alle geld ontvang; en

(*b*) uitgawes onder alle hoofde aangegaan gedurende die 12 maande wat op voorgaande 31 Desember eindig, tesame met 'n staat wat die Fonds se bate en laste aantoon.

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

22. VERLOFFONDS.

(1) Elke werkgewer moet ten opsigte van die bedrae ooreenkomstig klousule 20 (*c*) aan elke lid van ondergenoemde klasse werknemers verskuldig die bedrae hieronder genoem, aftrek:—

	Per week. s. d.
Halfgeskoolde werknemer, motorvoertuigbestuurder en 'n bediener van 'n hystoestel	5 6
Werknemers in die skilderbedryf en werknemers in ander bedrywe	20 0

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

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

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

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

(5) So spoedig moontlik na die laaste betaaldag in November elke jaar en voor of op die laaste betaaldag wat die verloftyd voorafgaan, moet elke werknemer sy bydraeboekie by die sekretaris en/of tesourier van die Fonds vir 'n bewyskaart inruil en die sekretaris en/of tesourier moet die bedraf vasstel wat aan

Employees for whom wages are prescribed in clause 4 (1) (*a*) (vi) and (vii) (employees in the painting and other trades): 5d. per hour.

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

21. CONTINUATION AND ADMINISTRATION OF HOLIDAY FUND.

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

(2) The fund shall consist of moneys accruing from the sale of stamps as provided for in clause 22. All moneys received shall be deposited in a Bank to the credit of the fund within two days after receipt thereof, or should a Bank Holiday intervene, as soon as possible thereafter.

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

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

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

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

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

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

(*a*) All moneys received; and

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

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

22. HOLIDAY FUND.

(1) Each employer shall deduct in respect of the amounts due in terms of clause 20 (*c*) to each member of the undermentioned class of employees the amount scheduled hereunder:—

	Per Week. s. d.
Semi-skilled employee, motor vehicle driver, and operator of hoist	5 6
Employees in the painting trade and employees in other trades	20 0

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

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

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

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

(5) As early as possible after the last pay day in November in each year and not later than the last pay day preceding the holiday period, each employee shall deposit his contribution book with the secretary and/or treasurer of the fund in exchange for a receipt card and the secretary and/or treasurer shall ascertain

ie werknemer verskuldig is soos blyk uit die waarde van die eëls wat in sy bewysboekie ingeplak is, en aan die werknemer ie betrokke bedrag op 'n datum nie later nie as die dag voor ie aanvang van die verloftyd betaal.

(6) Die Fonds is nie verantwoordelik vir uitbetaling t.o.v. seëls vat ingevolge hierdie klousule aan 'n werknemer uitgereik is nie, ensy sulke seëls ooreenkomstig subklousule (2) in 'n bydraeboekie ngeplak is en voor die aanvangsdatum van die verloftyd by die ekretaris en/of tesourier van die Fonds ingedien is; met dien erstande dat die Raad se sekretaris en/of tesourier van die Fonds kan magtig om betaling te doen aan enige werknemer wat om n goeie rede deur die Raad bepaal, nie sy bydraeboekie teen sodanige datum ingedien het nie.

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

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

(9) Geen verlofseëls mag op 'n ander wyse as ooreenkomstig die bepalings van hierdie klousule uitgereik word nie, en geen werknemer is in enige jaar op enige bedrag bo 50 weeklikse aftrekkings uit die Fonds geregtig nie; met dien verstande dat 'n werknemer, na goeddunke van die Raad, toegelaat kan word om seëls t.o.v. die tydperk van die datum van die jongste betaaldag in November 1958 tot die aanvangsdatum van hierdie Ooreenkoms te koop.

(10) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of beëindig word weens enige ander oorsaak, moet die Raad die Fonds bly beheer totdat dit òf gelikwideer òf deur die Raad oorgedra is aan 'n ander Fonds wat vir dieselfde doel gestig is as die waarvoor die oorspronklike Fonds gestig of in 'n daaropvolgende Ooreenkom voortgesit is.

(11) Ingeval die Raad ontbind word of ingeval hy sy werksaamhede staak gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel *vier-en-dertig* (2) van die Wet, kan die Minister 'n komitee, bestaande uit 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Nywerheid, aanstel, en moet dié komitee die Fonds bly beheer. Vakatures wat op die komitee ontstaan, kan deur die Minister onderskeidelik uit werkgewers en werknemers gevul word ten einde die ewewig tussen werkgewer- en werknemerverteenwoordiger in die komitee te verseker. Ingeval die komitee nie in staat is nie, of onwillig is om sy werk te verrig, of ingeval 'n dooie punt ontstaan wat, na die mening van die Minister, die beheer van die Fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kurators aanstel om die werk van die komitee te verrig, wat vir die doeleindes al die bevoegdhede van die komitee besit. By verstryking van hierdie Ooreenkoms moet die Fonds deur die komitee wat ooreenkomstig hierdie subklousule werk, of, na gelang van die geval, deur die kurator of kurators, gelikwideer word op die wyse uiteengesit in subklousule (12) van hierdie klousule, en as die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwideer en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal by artikel *vier-en-dertig* (4) van die Wet, asof dit deel van die algemene fonds van die Raad uitmaak.

(12) By likwidasie van die Fonds ooreenokmstig subklousule (10) van hierdie klousule, moet die geld wat in die kredit van die Fonds oorbly, na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiekoste, aan die algemene fonds van die Raad betaal word.

23. Eerstehulp.

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

24. Toepassing van Ooreenkoms.

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

25. Vrystellings.

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

the amount due to the employee as reflected by the value of the stamp affixed to his contribution book, and pay to the employee the amount in question, at a date not later than the day prior to the commencement of the holiday period.

(6) The fund shall not be liable to make payment in respect of any stamps issued to employees in terms of this clause unless such stamps are affixed in a contribution book in terms of sub-clause (2), and such contribution book is deposited with the secretary and/or treasurer of the fund before the commencement of the holiday period; provided that the Council may authorise the secretary and/or treasurer of the fund to make payment to any employee who for some good reason determined by the Council has not lodged his contribution book by such date.

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

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

(9) No holiday stamps shall be issued to an employee otherwise than in accordance with the provisions of this clause, and no employee shall be entitled to payment from the fund in any year of any amount in excess of 50 weekly deductions; Provided that an employee may, in the discretion of the Council, be permitted to purchase stamps in respect of the period from the date of the last pay day in November, 1958, to the date of commencement of this Agreement.

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

(11) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section *thirty-four* (2) of the Act, the Minister may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Minister from employers or employees as the case may be so as to ensure an equality of employers or employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall posses all powers of the committee for such purpose. Upon 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 (12) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed, as provided for in section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

(12) Upon liquidation of the fund in terms of sub-clause (10) 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.

23. First Aid.

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

24. Administration of Agreement.

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

25. Exemptions.

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

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

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

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

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

26. ALGEMENE FONDS.

(1) Ten einde in die uitgawes van die Raad te voorsien, moet elke werkgewer 1s. per week aftrek van die verdienste van elkeen van sy werknemers vir wie se lone in klousule 4 (1) (*a*) (vi) en (vii) van hierdie Ooreenkoms voorgeskryf word en 3d. per week van alle ander werknemers, uitgesonderd los arbeiders, en by elke 1s. aldus afgetrek, moet die werkgewer 9d. en by elke 3d. aldus afgetrek moet die werkgewer 1d. voeg en genoemde bedrae moet deur die werkgewer ooreenkomstig die prosedure wat in subklousule (2) hiervan voorgeskryf word, aan die Raad betaal word, met dien verstande dat die bedrag wat ten opsigte van hierdie klousule deur 'n werkgewer betaalbaar is in geen week minder as twee sjielings en ses pennies moet wees nie.

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

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

(4) Indien 'n werkgewer nie 'n werknemer soos in subklousule (1) van hierdie Klousule gespesifiseer, in diens gehad het nie, moet sodanige werknemer nogtans voor of op die sewende dag van die maand 'n opgawe met die woorde „Geen werknemers" oor die vorm geskryf, tesame met die minimum bydrae van 2s. 6d. per week soos voorgeskryf in subklousule (1) van hierdie klousule, indien.

27. REGISTRASIE VAN WERKGEWERS.

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

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

(*b*) Die besonderhede wat ingevolge paragraaf (*a*) van hierdie subklousule vereis word, moet ook deur alle werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms sake in die Bounywerheid begin doen, binne twee weke nadat hulle met sake begin, verstrek word.

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

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

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

28. AGENTE.

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

'n Agent het die reg om—

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

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

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

29. VERTONING VAN OOREENKOMS.

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

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

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

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

26. GENERAL FUND.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 1s. per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (*a*), (vi) and (vii) of this Agreement and 3d. per week from all other employees other than casual labourers, and for every 1s. so deducted the employer shall contribute 9d. and for every 3d. so deducted the employer shall contribute 1d., and the said amounts shall be paid by the employer to the Council, in accordance with the procedure prescribed in sub-clause (2) hereof, provided that the amount payable by an employer in respect of this clause shall not be less than two shillings and sixpence in any week.

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

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

(4) Where an employer did not employ any employees as specified in sub-clause (1) of this clause, such employer shall nevertheless submit a return on or before the seventh day of the month with the words "No employees" written across the form together with the minimum contribution of 2s. 6d. per week as prescribed in sub-clause (1) of this clause.

27. REGISTRATION OF EMPLOYERS.

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

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

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

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

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

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

28. AGENTS.

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

An agent shall have the right to—

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

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

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

29. EXHIBITION OF AGREEMENT.

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

30. INDIENSNEMING VAN JEUGDIGES.

'n Werkgewer mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.

Namens die Raad op hede die 31ste dag van Augustus 1959 op Queenstown onderteken.

HILTON E. RUSSELL,
Voorsitter van die Raad.

W. H. BECKER,
Ondervoorsitter van die Raad.

R. F. FORD,
Sekretaris van die Raad.

No. 199.] [12 Februarie 1960.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BOUNYWERHEID, QUEENSTOWN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid hierby, ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Queenstown, gepubliseer by Goewermentskennisgewing No. 198 van 12 Februarie 1960 vir die persone wie se werkure daarby gereël word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 200.] [12 Februarie 1960.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENSKOSTETOELAE BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942.

BOUNYWERHEID, QUEENSTOWN.

Ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, namens die Minister van Arbeid en 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 van genoemde Regulasies op ten opsigte van alle werknemers wat kragtens klousule 5 (1) van die Ooreenkoms vir die Bounywerheid Queenstown, gepubliseer by Goewermentskennisgewing No. 198 van 12 Februarie 1960, op 'n lewenskostetoelae geregtig is.

M. VILJOEN,
Adjunk-minister van Arbeid.

30. EMPLOYMENT OF JUVENILES.

An employer shall not employ any person under the age of 15 years.

Signed at Queenstown on behalf of the Council on this 31st day of August, 1959.

HILTON E. RUSSELL,
Chairman of the Council.

W. H. BECKER,
Vice-Chairman of the Council.

R. F. FORD,
Secretary of the Council.

No. 199.] [12 February 1960.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, QUEENSTOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, Queenstown, published under Government Notice No. 198 of the 12th February, 1960 to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

No. 200.] [12 February 1960.

WAR MEASURES ACT, 1940.

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

BUILDING INDUSTRY, QUEENSTOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of 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 of the said regulations in respect of all employees who are entitled to a cost of living allowance in terms of clause 5 (1) of the Agreement for the Building Industry, Queenstown, published under Government Notice No. 198, of the 12th February, 1960.

M. VILJOEN,
Deputy-Minister of Labour.

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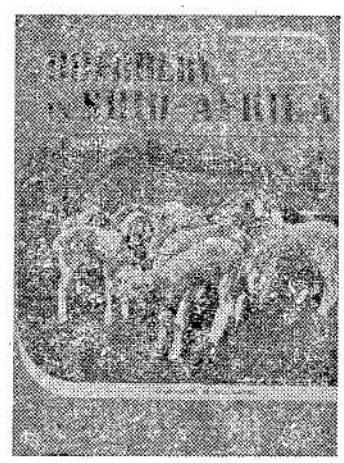

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