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UNION OF SOUTH AFRICA

UITENGEWONE

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 381.]

[18 Maart 1960.]

WET OP NYWERHEIDSVERSOENING, 1956.

WYSIGINGS AAN DIE OOREENKOMS VIR DIE
BOUNYWERHEID, NATALSE MIDDELLANDE.

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 29 September 1960 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in die Wysigingsooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 29 September 1960 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrosdistrikte Pietermaritzburg, Richmond, New Hanover, Camperdown en Lion's River; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in die Wysigingsooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 29 September 1960 eindig, in die landdrosdistrikte Pietermaritzburg, Richmond, New Hanover, Camperdown en Lion's River *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.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 381.]

[18 March 1960.]

INDUSTRIAL CONCILIATION ACT, 1956.

AMENDMENTS TO THE AGREEMENT FOR THE
BUILDING INDUSTRY, NATAL MIDLANDS.

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

(a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 29th September, 1960, upon the employers' organisations and trade unions which entered into the Amending Agreement and upon the employers and employees who are members of those organisations or those unions;

(b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 29th September, 1960, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of Pietermaritzburg, Richmond, New Hanover, Camperdown and Lion's River; and

(c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of Pietermaritzburg, Richmond, New Hanover, Camperdown and Lion's River and from the second Monday after the date of publication of this notice and for the period ending on the 29th September, 1960, the provisions contained in the Amending Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employee.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.

OOREENKOMS

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

Master Builders' and Allied Trades' Association
en die

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

Amalgamated Society of Woodworkers
en die

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede, om die ooreenkoms tussen genoemde partye, gedateer 24 Julie 1957, en gepubliseer by Goewermentskennisgewing No. 1467 van 20 September 1957 (hieronder die „Hofooreenkoms” genoem), soos volg te wysig:—

1.

KLOUSULE 10.—OORTYD.

Skrap subklousule (2) en vervang dit deur die volgende nuwe subklousule:—

„Vir oortyd moet soos volg betaal word aan alle werknemers wat onder subparagraaf (iii) van subklousule (1) (a) van klousule 4 van hierdie Ooreenkoms ressorteer:—

(a) Of een en 'n half maal sy gewone loon, of 'n bedrag gelyk aan sy gewone besoldiging bestaande uit sy basiese loon en die voorgeskrewe lewenskostetoelae en verloffonds-betaling, na gelang watter van die twee alternatiewe metodes van berekening die gunstigste is vir die betrokke werknemer ten opsigte van—

(i) die eerste 2 uur oortyd per dag gewerk van Maandae tot Vrydae, en

(ii) die eerste 4 uur gewerk voor 12-uur middag op Saterdag indien oortyd nie gewerk is op die Vrydag wat die Saterdag onmiddellik voorafgegaan het nie.

(b) Tweemaal sy basiese loon ten opsigte van—

(i) alle oortyd gewerk van meer as 2 uur per dag van Maandae tot Vrydae,

(ii) alle oortyd gewerk voor 12-uur middag op Saterdag indien oortyd gewerk is op die Vrydag wat die Saterdag onmiddellik voorafgegaan het,

(iii) alle tyd na 12-uur middag op Saterdag gewerk,

(iv) alle tyd gewerk op Sondae en die vakansiedae in klousule 23 voorgeskryf.”

2.

KLOUSULE 19.—UITGAWES VAN DIE RAAD.

Skrap klousule 19 en vervang dit deur die volgende nuwe klousule:—

(1) Ten einde die onkoste van die Raad te dek, moet elke werkgewer 1s. per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (iii) van hierdie Ooreenkoms voorgeskryf word; met dien verstande dat waar 'n werknemer by twee of meer werkgewers in dieselfde week in diens is, die aftrekking vir daardie week gedoen moet word deur die werkgewer by wie hy eerste in diens was vir minstens 8 uur 36 minute. Geen aftrekking mag gemaak word ten opsigte van 'n werknemer wat minder as 8 uur in 'n week van Maandag tot en met Vrydag vir 'n werkgewer werk nie. By die bedrag wat hiervolgens afgetrek word, moet 'n werkgewer die bedrag van 1s. per week voeg en genoemde bedrae moet aan die Raad betaal word ooreenkomstig die handelwyse in hierdie klousule verduidelik.

(2) Op elke betaaldag moet die werkgewer aan elke betrokke werknemer 'n bewys ter waarde van 2s. uitreik wat die werkgewer moet roeier met die naam van die firma en die datum van uitreiking en elke werknemer moet die bewys in sy bydraeboek plak wat deur die werkgewer aan hom verskaf word en wat deur die werknemer gehou moet word.

(3) Die bewyse genoem in subklousule (2) hiervan moet deur die werknemer van die Sekretaris van die Raad gekoop word en 'n voldoende voorraad daarvan moet te alle tye deur die werkgewer voorhande gehou word; met dien verstande dat 'n werkgewer van die Raad terugbetaling kan kry van die waarde van ongebruikte bewyse. Aansoek om so 'n terugbetaling moet op of voor 30 Junie gedoen word in die jaar wat volg op dié waarin die bewyse uitgereik is.

(4) Aansoek om 'n bydraeboek moet deur die werkgewer gedoen word op 'n vorm wat van die Sekretaris van die Raad verkry kan word.

SCHEDULE.

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into between

The Master Builders' and Allied Trades' Association
and

The National Federation of Building Trade Employers in South Africa

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

The Amalgamated Society of woodworkers
and

The Amalgamated Union of Building Trade Workers of South Africa

(hereinafter referred to as “the employees” or “the trade unions”) of the other part, being parties to the

Industrial Council for the Building Industry, Pietermaritzburg and Northern Areas,

to amend the agreement between the said parties, dated 24th July, 1957, and published under Government Notice No. 1467 of the 20th September, 1957 (hereinafter referred to as the “Main Agreement”), as follows:—

1.

CLAUSE 10.—OVERTIME.

Delete sub-clause (2) and substitute the following new sub-clause:—

“Overtime shall be paid to all employees falling under subparagraph (iii) of sub-clause (1) (a) of clause 4 of this Agreement at the rate of—

(a) either one and a half times his ordinary wages or an amount equal to his ordinary remuneration made up of his basic wage and the prescribed rates of Cost of Living allowance and Holiday Fund payment, whichever of the two alternative methods of computation is more favourable to the employee concerned in respect of—

(i) the first 2 hours overtime worked per day from Mondays to Fridays, and

(ii) the first 4 hours worked before noon on Saturday where overtime has not been worked on the Friday immediately preceding.

(b) double his basic wages in respect of—

(i) all overtime worked in excess of two hours per day from Mondays to Fridays,

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

(iii) all time worked after noon on Saturdays,

(iv) all time worked on Sundays and the Holidays prescribed in terms of clause 23.”

2.

CLAUSE 19.—EXPENSES OF THE COUNCIL.

Delete clause 19 and substitute the following new clause:—

“(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) (iii) of this Agreement; 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 the week for not less than 8 hours 36 minutes. No deduction shall be made in respect of an employee who worked less than 8 hours of any week from Mondays to Fridays (inclusive) for any employer. To the amount deducted in terms hereof an employer shall add an amount of 1s. per week and the said amount shall be paid to the Council in accordance with the procedure prescribed in this clause.

(2) The employer shall on each pay day issue to each employee concerned a voucher to the value of 2s. which the employer shall legibly cancel with the name of the firm and the date of issue and each employee shall affix such voucher in his contribution book, supplied to him by the Council, which shall be retained by the employee.

(3) The vouchers referred to in sub-clause (2) hereof shall be purchased by the employer from the Secretary of the Council and an adequate supply thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application of such refund shall be made on or before the 30th June, in the year following that in which the vouchers were issued.

(4) Application for a contribution book shall be made by the employee on a form to be obtained from the Secretary of the Council.

(5) Die sluitingsdatum in 'n bydraeboek elke jaar moet die laaste Vrydag in November wees, en alle bewyse wat na die laaste Vrydag in November kragtens subklousule (2) hiervan aan 'n werknemer uitgereik word, moet vir die daaropvolgende jaar in sy bydraeboek ingeplak word.

(6) So gou moontlik na die laaste Vrydag in November elke jaar en nie later as een week daarna nie, moet elke werknemer sy bydraeboek by die Sekretaris van die Raad inlewer in ruil vir 'n kwitansiekaartjie.

(7) Bydraeboeke en bewyse is nie oordraagbaar nie; ook kan hulle nie gesedeer of verpand word nie.

(8) Die Raad kan na goeddunke die bewyse en bydraeboek wat in hierdie klousule genoem word, saamvat met enige ander bewyse of bydraeboeke wat deur die Raad uitgereik word ten opsigte van enige ander fonds wat deur die Raad geadministreer word.

(9) Die bedrag betaalbaar ooreenkomstig die bepalings van subklousules (1) en (2) van hierdie klousule moet verantwoord word deur die voorlegging van 'n maandopgawe op 'n vorm deur die Raad voorgeskryf, wat die name van die werknemers aangee wat in diens is, hulle werk en registrasienommers asook die betrokke weke geëindig ten opsigte waarvan betaling verskuldig was, en wat voor die 7de dag van die maand wat volg op die maand waarop die opgawe betrekking het, aan die Sekretaris van die Raad gestuur moet word.

(10) 'n Werkgewer wat geen werknemers in enige maand in sy diens gehad het nie, moet die Raad skriftelik op of voor die 7de dag van die maand wat daarop volg, daarvan verwittig.

3.

KLousULE 23.—VERLOF.

(i) Skrap paragraaf (a) van subklousule (4) en vervang dit deur die volgende nuwe paragraaf:—

„'n Werkgewer moet 'n werknemer vir wie in klousule 4 (1) (a) (iii) lone voorgeskryf word 'n bedrag van 6d. per uur betaal vir elke uur of gedeelte van 'n uur gedurende die week gewerk, behalwe dat, behoudens die bepalings van klousule 10 (2) (a), geen betaling gemaak moet word ten opsigte van oortyd of ure gewerk op 'n Saterdag, Sondag of die jaarlikse verlof en die openbare vakansiedae genoem in subklousules (1) en (3) hiervan nie. Met dien verstande dat ingeval 'n werknemer wat vir 'n werkgewer minder as 8 uur 36 minute werk, die bedrag verskuldig ooreenkomstig hierdie subklousule onmiddellik by beëindiging van sy diens betaal moet word, of aan die einde van die laaste werkdag van die week, naamlik die vroegste van die twee datums.”

(ii) Skrap subklousules (5), (6), (7), (8), (9), (10), (11) en (12) en vervang hulle deur die volgende nuwe subklousules:—

„(5) (a) Behoudens die bepalings van die hieropvolgende paragrafe (b) en (c) moet 'n werkgewer van die weeklikse besoldiging wat aan elkeen van sy werknemers verskuldig is vir wie lone in klousule 4 (1) (a) (iii) voorgeskryf word, 'n bedrag van £1. 1s. 6d. per week aftrek.

(b) Waar 'n werknemer in diens is by twee of meer werkgevers gedurende dieselfde week, moet die aftrekking vir daardie week gemaak word deur die werkgewer by wie hy gedurende daardie week eerste minstens 8 uur in diens was.

(c) Geen aftrekking mag gemaak word ten opsigte van 'n werknemer wat vir 'n werkgewer minder as 8 uur in enige week van Maandag tot en met Vrydag gewerk het nie. In so 'n geval moet die betrokke werkgewer aan sodanige werknemer in kontant die bedrag betaal wat in subklousule 4 (a) hiervan gespesifiseer word, onmiddellik by beëindiging van sy diens of aan die einde van die laaste werkdag van die week, naamlik die vroegste van die twee datums.

(6) (a) 'n Werkgewer moet ten opsigte van die bedrae wat deur hom kragtens subklousule (5) van hierdie klousule afgetrek word, op elke betaaldag aan elk van sy betrokke werknemers 'n bewys uitreik wat leesbaar met die naam van die firma en die datum van uitreiking geroëer is, ter waarde van sodanige bedrae, en die werknemer moet die bewys in 'n bydraeboek inplak wat deur hom verkry moet word van die Sekretaris van die Raad en wat die werknemer moet hou; met dien verstande dat die Raad 'n saamgestelde bewys kan uitreik om betalings in te sluit wat gemaak is kragtens klousules 19 en 24.

(b) 'n Aansoek om 'n bydraeboek moet deur 'n werknemer gedoen word op 'n vorm wat van die Raad verkry moet word en sodanige vorm moet deur die werknemer ingevul word wat die besonderhede moet inskryf wat die Raad van tyd tot tyd kan voorskryf. 'n Werkgewer moet 'n bedrag van een shilling (1s.) vir elke bydraeboek betaal en is geregtig om die bedrag van die loon van die betrokke werknemer af te trek. Die fondse wat verkry word van die verkoop van bydraeboeke kom die algemene fonds van die Raad toe.

(c) Die bydraeboeke en bewyse wat aan werknemers uitgereik word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie. Op bewyse wat deur enige persoon bekom word op 'n ander wyse as ooreenkomstig hierdie klousule kan die Raad beslag lê vir die voordeel van sy fondse.

(d) Geen bewyse kan aan 'n werknemer uitgereik word nie behalwe ooreenkomstig hierdie klousule en geen werknemer is geregtig op betaling ooreenkomstig subklousule (10) van meer as 49 weeklikse aftrekkings ten opsigte van enige tydperk van 12 maande wat op die laaste betaaldag in November eindig nie.

(5) The closing date in a contribution book shall be the last Friday in November and all vouchers issued to an employee in terms of sub-clause (2) hereof subsequent to the last Friday in November shall be affixed in this contribution book for the ensuing year.

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

(7) Contribution books and vouchers are not transferable, nor can they be ceded or pledged.

(8) The Council may at its discretion combine the voucher and contribution books referred to in this clause with any other vouchers or contribution books issued by the Council in respect of any other funds administered by the Council.

(9) The amount payable in accordance with the provisions of sub-clauses (1) and (2) of this clause shall be accounted for by the submission of a monthly return on a form as prescribed by the Council, showing the names of the employees employed, their trades and registered numbers as also the relative weeks ended in respect of which payments were due, to be forwarded to the Secretary of the Council on or before the 7th day of the month following the month to which the return refers.

(10) An employer who in any month has no employees in his employ shall notify the Council in writing on or before the 7th day of the month following.”

3.

CLousULE 23.—HOLIDAYS.

(i) Delete paragraph (a) of sub-clause 4 and substitute the following new paragraph:—

“An employer shall pay an employee for whom wages are prescribed in clause 4 (1) (a) (iii) an amount of 6d. per hour in respect of each hour or part of an hour worked during the week. Except that subject to the provisions of clause 10 (2) (a) no payment shall be made in respect of overtime or hours worked on a Saturday, Sunday or the Annual Leave and the Public Holidays referred to in clauses (1) and (3) hereof. Provided that in the event of an employee working for an employer for less than 8 hours 36 minutes in any week the amount due in terms of this sub-clause shall be paid immediately on termination of his employment, or at the end of the last working day of the week whichever is the earlier.”

(ii) Delete sub-clauses (5), (6), (7), (8), (9), (10), (11) and (12) and substitute therefor the following new sub-clauses:—

“(5) (a) Subject to the provisions of the succeeding paragraphs (b) and (c) an employer shall deduct from the weekly remuneration due to each of his employees for whom wages are prescribed in clause 4 (1) (a) (iii) an amount of £1. 1s. 6d. per week.

(b) Where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 8 hours.

(c) No deduction shall be made in respect of an employee who has worked for an employer for less than 8 hours in any week from Monday to Friday, inclusive. In such an event the employer concerned shall pay to such employee in cash the amount specified in sub-clause 4 (a) hereof immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(6) (a) An employer shall in respect of the amounts deducted by him in terms of sub-clause (5) of this clause, issue on each pay day to each of his employees concerned a voucher, legibly cancelled with the name of the firm and the date of issue, to the value of such amounts and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain; provided that the Council may issue a composite voucher to include payments made in terms of clauses 19 and 24.

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

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

(d) No vouchers may be issued to an employee except in accordance with this clause and no employee shall be entitled to payment in terms of sub-clause (10) in excess of 49 weekly deductions in respect of any period of twelve months ending on the last pay day in November.

(7) Die bewyse genoem in subklousule (6) moet deur die werkgewer van die Sekretaris van die Raad gekoop word en 'n voldoende voorraad bewyse moet te alle tye deur die werkgewer gehou word; met dien verstande dat 'n werkgewer 'n terugbetaling van die Raad kan kry van die waarde van enige ongebruikte bewyse. Aansoeke om so 'n terugbetaling moet op of voor 30 Junie gemaak word in die jaar wat volg op dié waarin die bewyse uitgereik is.

(8) (a) Die bedrag aan die Raad ooreenkomstig subklousule (7) hiervan betaal, moet deur die Raad in 'n fonds inbetaal word wat bekend staan as die Verloffonds van die Bouwywerheid (hieronder die „fonds” genoem).

(b) Enige bedrae deur die Raad gehou in die krediet van die fonds kan van tyd tot tyd belê word op vaste deposito of op aanvraag by 'n bank, bougenootskap of hoofposkantoor, en enige rente wat van sulke beleggings gekweek word, is die uitsluitlike eiendom van die Raad as vergoeding vir die administrasie van die fonds. Geen werkgewer of werknemer het enige eis ten opsigte van sodanige rente, ook is hulle nie verantwoordelik vir enige bydrae tot die uitgawes om die fonds te administreer nie.

(9) (a) Elke bydraeboek wat deur die Raad uitgereik word aan werknemers vir wie lone in klousule 4 (1) (a) (iii) voorgeskryf word, moet twee verwyderbare koepons bevat vir betalings ten opsigte van Goeie Vrydag en Paasmaandag van elke jaar op die betaaldag vir die onderskeie weke waarin sodanige openbare vakansiedae val; die koepons moet in die vorm wees waaroor die Raad besluit, en elke koepon moet 'n nommer toon wat ooreenstem met die nommer van die werknemer se bydraeboek, moet die bedrag aandui wat aan die werknemer ten opsigte van een dag se loon betaal moet word en die minimum waarde van bewyse wat in die boek moet wees om die werkgewer te magtig om betaling te maak.

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

(ii) 'n Werkgewer is daarop geregtig om van die Raad die bedrag terug te kry wat aan 'n werknemer betaal is ooreenkomstig subparagraaf (i), met dien verstande dat die werkgewer die genoemde koepon, volledig invul, by die Sekretaris van die Raad indien, ten opsigte van Goeie Vrydag en Paasmaandag, teen 30 April van die betrokke jaar.

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

(10) (a) So gou moontlik na die laaste betaaldag in November van elke jaar en nie later as een week daarna nie, moet elke werknemer sy bydraeboek by die Sekretaris van die Raad inlewer in ruil vir 'n kwitansiokaartjie. Die Raad moet die bedrag bereken wat aan die werknemer verskuldig is soos aangedui deur die waarde van die bewyse wat in sy bydraeboek ingeplak is, en moet sodanige bedrag aan die werknemer betaal op 'n datum wat deur die Raad bepaal moet word, maar nie later nie as die dag voor die begin van die verloftydperk, min betalings, as daar was, wat deur die Raad ooreenkomstig subklousule (9) van hierdie klousule gemaak is. Tensy anders deur die Raad gemagtig, moet betaling per tjek gemaak word ten gunste van die werknemer en geen order of magtiging vir betaling aan enige ander persoon moet erken word nie.

(b) Ingeval 'n werknemer versuim om sy verlofbetaling op te eis binne 'n tydperk van ses maande vanaf die datum waarop die verloftyd begin, word dit verbeurd verklaar en kom die algemene fonds aan die Raad toe. Die Raad moet egter alle eise om betaling wat na hierdie tydperk ingedien word oorweeg, en kan na goedgekeurde betaling daarvan magtig.

(c) Die Raad is nie verplig om betaling te maak ten opsigte van enige bewyse wat aan werknemers uitgereik is ooreenkomstig subklousule (6) (a) van hierdie klousule nie, tensy—

(i) sodanige bewyse in 'n bydraeboek geplak is wat van die raad verkry is; en

(ii) sodanige bydraeboek by die Sekretaris van die Raad ingelewer is voor die begin van die verloftyd voorgeskryf in subklousule (1) van hierdie klousule, met dien verstande dat die Raad die betaling aan enige werknemer kan magtig wat sy boek by daardie datum nie ingelewer het nie.

(d) Behoudens die bepalinge van subklousule (9) van hierdie klousule is 'n werknemer nie geregtig om betaling te eis vir enige bewyse wat aan hom uitgereik is nie tot die dag voorgeskryf deur die Raad ooreenkomstig paragraaf (a) van hierdie subklousule. Die Raad het egter die reg om sodanige betaling te magtig indien hy na goedgekeurde dit raadzaam ag om sulks te doen. In die geval van die dood van 'n werknemer moet die bedrag aan hom deur die fonds verskuldig, in sy boedel inbetaal word per tjek wat ten gunste van sodanige boedel getrek is, nadat sy bydraeboek by die Sekretaris van die Raad ingelewer is.

(7) The vouchers referred to in sub-clause (6) shall be purchased by the employer from the Secretary of the Council and an adequate supply of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made on or before the 30th June in the year following that in which the vouchers were issued.

(8) (a) The amount paid to the council in terms of sub-clause (7) hereof shall be paid by the Council into a fund to be known as the Building Industry Holiday Fund (hereinafter referred to as the "fund").

(b) Any amounts held by the Council to the credit of the fund may be invested from time to time on fixed deposit or on call with a bank, building society or General Post Office and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the fund.

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

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

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

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

(10) (a) As early as possible after the last pay day in November of each year, and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed in his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of sub-clause (9) of this clause. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

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

(c) The Council shall not be liable to make payment in respect of any vouchers issued to employees in terms of sub-clause (6) (a) of this clause unless—

(i) such vouchers are affixed in a contribution book obtained from the Council; and

(ii) such contribution book is deposited with the Secretary of the Council before the commencement of the holiday period prescribed in sub-clause (1) of this clause, provided that the Council may authorise the payment to any employee who has not lodged his contribution book by such date.

(d) Subject to the provisions of sub-clause (9) of this clause an employee shall not be entitled to claim payment for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (a) of this sub-clause. The Council shall however have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the fund shall be paid to his estate by cheque drawn in favour of such estate, upon his contribution book being lodged with the Secretary of the Council.

(11) (a) Gedurende die verloftyd, genoem in subklousules (1) en (2) van hierdie klousule kan geen werkgewer 'n werknemer verplig of toelaat en geen werknemer of werkende werkgewer mag enige werk in die nywerheid verrig nie behalwe werk op noodsaaklike dienste en/of sodanige ander werk as wat die Raad na goeddunke kan toelaat.

(b) Wanneer 'n werknemer in diens is gedurende die hele of enige gedeelte van die tydperk genoem in subklousule (a) hiervan moet hy so gou moontlik daarna, vanaf die datum deur die Raad vasgestel, 'n tydperk van verlof toegestaan word wat gelyk is aan die tyd wat hy gewerk het."

(12) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se besoldiging deur die Raad vasgestel moet word, moet die rekenings van die Fonds minstens eenkeer per jaar ouditeer en op of voor 31 Januarie elke jaar 'n staat opstel wat die volgende aantoon:—

(a) Alle geld ontvang—

- (i) ingevolge subklousule 8 (a) hiervan;
- (ii) uit alle ander bronne; en

(b) uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 30ste November, tesame met 'n balansstaat wat die bate en laste van die fonds op daardie datum aantoon. Ware afskrifte van die geouditeerde staat en balansstaat, mede-onderteken deur die voorsitter van die Raad, en van die ouditeur se verslag daaroor, moet daarna ter insae in die kantoor van die Raad lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeurverslag moet so gou moontlik maar nie later nie as drie maande na die einde van die tydperk daardeur gedek, deur die Raad aan die Nywerheidsregistrator gestuur word.

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

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

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

4.

KLousULE 24.—BYSTANDS- EN PENSIOENFONDS.

(i) Skrap die aanhef tot subklousule (1) en vervang dit deur die volgende nuwe bepaling:—

"Elke werkgewer moet ten opsigte van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) (iii) voorgeskryf word, aan die fonds, gestig ooreenkomstig paragraaf (a) van subklousule (5) hiervan, die bedrag van 10s. 9d. per week betaal; van hierdie bedrag moet die werkgewer 7s. 2d. per week bydra en die werknemer 3s. 7d. per week. Dié bydraes moet soos volg aangewend word:—

(ii) In paragraaf (i) van subartikel (1).—Skrap „25 persent, d.w.s. 1s. 9d.“ en vervang dit deur „5s. 4d.“.

(iii) In paragraaf (ii) van subklousule (1).—Skrap die woorde „75 persent, d.w.s.“.

(iv) In paragraaf (a) van subklousule (4).—Voeg aan die slot, na die woorde „moet hou“ die volgende woorde in: „Met dien verstande dat die Raad 'n saamgestelde bewys kan uitreik ten einde betalings in te sluit wat ooreenkomstig klousules 19 en 23 gemaak is.“

Op hede, die derde dag van September 1959 in Pietermaritzburg onderteken.

J. J. BOSHOFF,
Voorsitter van die Raad.

J. M. PUGIN,
Ondervoorsitter van die Raad.

D. J. BOSHOFF,
Sekretaris van die Raad.

(11) (a) During the holiday period referred to in sub-clauses (1) and (2) of this clause no employer shall require or permit any employee to, and no employee or working employer shall perform any work in the industry other than work on essential services and/or such other work as may be permitted by the Council in its discretion.

(b) Where an employee is employed during the whole or any portion of the period referred to in sub-clause (a) hereof he shall be granted as early as possible thereafter, as from the date fixed by the Council, a period of leave equal to the period which he has worked."

(12) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the fund at least once annually and, not later than the 31st January in each year, prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-clause 8 (a) hereof;
- (ii) from any other sources; and

(b) expenditure incurred under all headings during the 12 months ended the 30th November preceding; together with a balance sheet showing the assets and liabilities of the fund as at that date. True copies of the audited statement and balance sheet, countersigned by the chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the industrial registrar.

(13) 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 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.

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

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

4.

CLAUSE 24.—PENSION AND BENEFIT FUND.

(i) Delete the preamble to sub-clause (1) and substitute the following new provisions.

"Each employer shall in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (iii) pay to the fund established in terms of paragraph (a) of sub-clause (5) hereof the amount of 10s. 9d. per week of which amount the employer shall contribute 7s. 2d. per week and the employee shall contribute 3s. 7d. per week. Such contributions shall be applied as follows:—

(ii) In paragraph (i) of sub-clause (1).—Delete "25 per cent i.e. 1s. 9d." and substitute therefor the amount "5s. 4d."

(iii) In paragraph (ii) of sub-clause (1).—Delete the words "75 per cent, i.e."

(iv) In paragraph (a) of sub-clause (4).—Add at the end after the words "shall retain" the following words: "provided that the Council may issue a composite voucher to include payment in terms of clause 19 and 23."

Signed at Pietermaritzburg this third day of September, 1959.

J. J. BOSHOFF,
Chairman of the Council.

J. M. PUGIN,
Vice-Chairman of the Council.

D. J. BOSHOFF,
Secretary of the Council.

No. 382.]

[18 Maart 1960.]

WET OP FABRIEKE, MASJINERIE
EN BOUWERK, 1941.

BOUNYWERHEID, NATALSE MIDDELLANDE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Natalse Middellande, gepubliseer by Goewermentskennisgewing No. 381 van 18 Maart 1960, vir die persone wie se werkure daarby gereël word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid,

No. 383.]

[18 Maart 1960.]

WET OP NYWERHEIDSVERSOENING, 1956.

WYSIGINGS AAN DIE OOREENKOMS VIR DIE
BOUNYWERHEID, NOORD-NATAL.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 29 September 1960 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in die Wysigingsooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 29 September 1960 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrosdistrikte Vryheid, Dundee, Klipriver, Estcourt, Newcastle en Utrecht; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in die Wysigingsooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 29 September 1960 eindig, in die landdrosdistrikte Vryheid, Dundee, Klipriver, Estcourt, Newcastle en Utrecht *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.

J. DE KLERK,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE BOUNYWERHEID, PIETER-
MARITZBURG EN NOORDELIKE GEBIEDE.

OOREENKOMS

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

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

No. 382.]

[18 March 1960.]

FACTORIES, MACHINERY AND
BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, NATAL MIDLANDS.

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, Natal Midlands, published under Government Notice No. 381 of the 18th March, 1960, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

No. 383.]

[18 March 1960.]

INDUSTRIAL CONCILIATION ACT, 1956.

AMENDMENTS TO THE AGREEMENT FOR THE
BUILDING INDUSTRY, NORTHERN NATAL.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 29th September, 1960, upon the employers' organisations and trade unions which entered into the Amending Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 29th September, 1960, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of Vryheid, Dundee, Klipriver, Estcourt, Newcastle and Utrecht; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Vryheid, Dundee, Klipriver, Estcourt, Newcastle and Utrecht and from the second Monday after the date of publication of this notice and for the period ending the 29th September, 1960, the provisions contained in the Amending Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

SCHEDULE.

PIETERMARITZBURG AND NORTHERN AREAS INDUS-
TRIAL COUNCIL FOR THE BUILDING INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into between

The National Federation of Building Trade Employers in South Africa

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

Almagamated Society of Woodworkers

en die

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede om die ooreenkoms tussen genoemde partye, gedateer 24 Julie 1957, en gepubliseer by Goewermentskennisgewing No. 1470 van 20 September 1957 (hieronder die „Hoof-ooreenkoms” genoem), soos volg te wysig:—

1.

KLOUSULE 10.—OORTYD.

Skrap subklousule (2) en vervang dit deur die volgende nuwe subklousule:—

„Vir oortyd moet soos volg betaal word aan alle werknemers wat onder subklousule 4 (1) van hierdie Ooreenkoms ressorteer:—

(a) Of een en ’n half maal sy gewone loon, of ’n bedrag gelyk aan sy gewone besoldiging bestaande uit sy basiese loon en die voorgeskrewe lewenskostoeloes en verloffonds-betaling, na gelang watter van die twee alternatiewe metodes van berekening die gunstigste is vir die betrokke werknemer ten opsigte van—

(i) die eerste 2 uur oortyd per dag gewerk van Maandae tot Vrydae, en

(ii) die eerste 4 uur gewerk voor 12-uur middag op Saterdag indien oortyd nie gewerk is op die Vrydag wat die Saterdag onmiddellik voorafgegaan het nie.

(b) Tweemaal sy basiese loon ten opsigte van—

(i) alle oortyd gewerk van meer as 2 uur per dag van Maandae tot Vrydae,

(ii) alle oortyd gewerk voor 12-uur middag op Saterdag indien oortyd gewerk is op die Vrydag wat die Saterdag onmiddellik voorafgegaan het,

(iii) alle tyd na 12-uur middag op Saterdag gewerk,

(iv) alle tyd gewerk op Sondae en die vakansiedae in klousule 23 voorgeskryf.”

2.

KLOUSULE 19.—UITGAWES VAN DIE RAAD.

Skrap klousule 19 en vervang dit deur die volgende nuwe klousule:—

(1) Ten einde die onkoste van die Raad te dek, moet elke werknemer 2s. per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) van hierdie Ooreenkoms voorgeskryf word; met dien verstande dat waar ’n werknemer by twee of meer werkgevers in dieselfde week in diens is, die aftrekking vir daardie week gedoen moet word deur die werkgever by wie hy eerste in diens was vir minstens 9 uur. Geen aftrekking mag gemaak word ten opsigte van ’n werknemer wat minder as 9 uur in ’n week van Maandag tot en met Vrydag vir ’n werkgever werk nie. By die bedrag wat hiervolgens afgetrek word, moet ’n werkgever die bedrag van 2s. per week voeg en genoemde bedrag moet aan die Raad betaal word ooreenkomstig die handelwyse in hierdie klousule verduidelik.

(2) Op elke betaaldag moet die werkgever aan elke betrokke werknemer ’n bewys ter waarde van 4s. uitreik wat die werkgever moet roeier met die naam van die firma en die datum van uitreiking en elke werknemer moet die bewys in sy bydraeboek plak wat deur die werkgever aan hom verskaf word en wat deur die werknemer gehou moet word.

(3) Die bewyse genoem in subklousule (2) hiervan moet deur die werknemer van die Sekretaris van die Raad gekoop word en ’n voldoende voorraad daarvan moet te alle tye deur die werkgever voorhande gehou word; met dien verstande dat ’n werkgever van die Raad terugbetaling kan kry van die waarde van ongebruikte bewyse. Aansoeke om so ’n terugbetaling moet op of voor 30 Junie gedoen word in die jaar wat volg op dié waarin die bewyse uitgereik is.

(4) Aansoek om ’n bydraeboek moet deur die werkgever gedoen word op ’n vorm wat van die Sekretaris van die Raad verkry kan word.

(5) Die sluitingsdatum in ’n bydraeboek elke jaar moet die laaste Vrydag in November wees, en alle bewyse wat na die laaste Vrydag in November kragtens subklousule (2) hiervan aan ’n werknemer uitgereik word, moet vir die daaropvolgende jaar in sy bydraeboek ingeplak word.

(6) So gou moontlik na die laaste Vrydag in November elke jaar en nie later as een week daarna nie, moet elke werknemer by bydraeboek by die Sekretaris van die Raad inlewer in ruil vir ’n kwitansiekaartjie.

(7) Bydraeboeke en bewyse is nie oordraagbaar nie; ook kan hulle nie gesedeer of verpand word nie.

(8) Die Raad kan na goeddunke die bewyse en bydraeboek wat in hierdie klousule genoem word, saamvat met enige ander bewyse of bydraeboeke wat deur die Raad uitgereik word ten opsigte van enige ander fonds wat deur die Raad geadministreer word.

The Amalgamated Society of woodworkers

and

The Amalgamated Union of Building Trade Workers of South Africa

(hereinafter referred to as “the employees” or “the trade unions”) of the other part, being parties to the

Pietermaritzburg and Northern Areas, Industrial Council for the Building Industry.

to amend the agreement between the said parties, dated 24th July, 1957, and published under Government Notice No. 1460 of the 20th September, 1957 (hereinafter referred to as the “Main Agreement”), as follows:—

1.

CLAUSE 10.—OVERTIME.

Delete sub-clause (2) and substitute the following new sub-clause:—

“Overtime shall be paid to all employees falling under sub-clause 4 (1) of this Agreement at the rate of—

(a) either one and a half times his ordinary wages or an amount equal to his ordinary remuneration made up of his basic wage and the prescribed rates of Cost of Living allowance and Holiday Fund payment, whichever of the two alternative methods of computation is more favourable to the employee concerned in respect of—

(i) the first 2 hours overtime worked per day from Mondays to Fridays, and

(ii) the first 4 hours worked before noon on Saturday where overtime has not been worked on the Friday immediately preceding.

(b) double his basic wages in respect of—

(i) all overtime worked in excess of two hours per day from Mondays to Fridays,

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

(iii) all time worked after noon on Saturdays,

(iv) all time worked on Sundays and the Holidays prescribed in terms of clause 23.”

2.

CLAUSE 19.—EXPENSES OF THE COUNCIL.

Delete clause 19 and substitute the following new clause:—

“(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 2s. per week from the earnings of each of his employees, for whom wages are prescribed in clause 4 (1) of this Agreement; 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 the week for not less than 9 hours. No deduction shall be made in respect of an employee who worked less than 9 hours of any week from Mondays to Fridays (inclusive) for an employer. To the amount deducted in terms hereof an employer shall add an amount of 2s. per week and the said amounts shall be paid to the Council in accordance with the procedure prescribed in this clause.

(2) The employer shall on each pay day issue to each employee concerned a voucher to the value of 4s. which the employer shall legibly cancel with the name of the firm and the date of issue and each employee shall affix such voucher to his contribution book, supplied to him by the Council, which shall be retained by the employee.

(3) The vouchers referred to in sub-clause (2) hereof shall be purchased by the employer from the Secretary of the Council and an adequate supply thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made on or before the 30th June, in the year following that in which the vouchers were issued.

(4) Application for a contribution book shall be made by the employee on a form to be obtained from the Secretary of the Council.

(5) The closing date in a contribution book shall be the last Friday in November and all vouchers issued to an employee in terms of sub-clause (2) hereof subsequent to the last Friday in November shall be affixed in his contribution book for the ensuing year.

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

(7) Contribution books and vouchers are not transferable, nor can they be ceded or pledged.

(8) The Council may at its discretion combine the voucher and contribution books referred to in this clause with any other vouchers or contribution books issued by the Council in respect of any other funds administered by the Council.

(9) Die bedrag betaalbaar ooreenkomstig die bepalings van subklousules (1) en (2) van hierdie klousule moet verantwoord word deur die voorlegging van 'n maandopgawe op 'n vorm deur die Raad voorgeskryf, wat die name van die werknemers aangee wat in diens is, hulle werk en registrasienommers asook die betrokke weke geëindig ten opsigte waarvan betaling verskuldig was, en wat voor die 7de dag van die maand wat volg op die maand waarop die opgawe betrekking het, aan die Sekretaris van die Raad gestuur moet word.

(10) 'n Werkgewer wat geen werknemers in enige maand in sy diens gehad het nie, moet die Raad skriftelik op of voor die 7de dag van die maand wat daarop volg, daarvan verwittig.

3.

KLOUSULE 23.—VERLOF.

(i) Skrap paragraaf (a) van subklousule (4) en vervang dit deur die volgende nuwe paragraaf:—

„'n Werkgewer moet 'n werknemer vir wie lone in klousule 4 (1) voorgeskryf word, 'n bedrag van 6d. per uur betaal vir elke uur of gedeelte van 'n uur gedurende die week gewerk, behalwe dat, behoudens die bepalings van paragraaf (a) van subklousule 10 (2), geen betaling gemaak moet word ten opsigte van oortyd of ure gewerk op 'n Saterdag, Sondag of die jaarlikse verlof en die openbare vakansiedae genoem in subklousules (1) en (3) hiervan nie. Met dien verstande dat ingeval 'n werknemer wat vir 'n werkgewer minder as 9 uur werk, die bedrag verskuldig ooreenkomstig hierdie subklousule onmiddellik by beëindiging van sy diens betaal moet word, of aan die einde van die laaste werkdag van die week, naamlik die vroegste van die twee datums.

(ii) Skrap subklousules (5), (6), (7), (8), (9), (10), (11) en (12) en vervang hulle deur die volgende nuwe subklousules:—

„(5) (a) Behoudens die bepalings van die hieropvolgende paragrafe (b) en (c) moet 'n werkgewer van die weeklikse besoldiging wat aan elkeen van sy werknemers verskuldig is vir wie lone in klousule 4 (1) voorgeskryf word, 'n bedrag van £1. 2s. 6d. per week aftrek.

(b) Waar 'n werknemer in diens is by twee of meer werkgevers gedurende dieselfde week, moet die aftrekking vir daardie week gemaak word deur die werkgewer by wie hy gedurende daardie week eerste minstens 9 uur in diens was.

(c) Geen aftrekking mag gemaak word ten opsigte van 'n werknemer wat vir 'n werkgewer minder as 9 uur in enige week van Maandag tot en met Vrydag gewerk het nie. In so 'n geval moet die betrokke werkgewer aan sodanige werknemer in kontant die bedrag betaal wat in subklousule 4 (a) hiervan gespesifiseer word, onmiddellik by beëindiging van sy diens of aan die einde van die laaste werkdag van die week, naamlik die vroegste van die twee datums.

(6) (a) 'n Werkgewer moet ten opsigte van die bedrag wat deur hom kragtens subklousule (5) van hierdie klousule afgetrek word, op elke betaalag aan elk van sy betrokke werknemers 'n bewys uitreik wat leesbaar met die naam van die firma en die datum van uitreiking gerojear is, ter waarde van sodanige bedrag, en die werknemer moet die bewys in 'n bydraeboek inplak wat deur hom verkry moet word van die Sekretaris van die Raad en wat die werknemer moet hou; met dien verstande dat die Raad 'n saamgestelde bewys kan uitreik om betalings in te sluit wat gemaak is kragtens klousule 19.

(b) 'n Aansoek om 'n bydraeboek moet deur 'n werknemer gedoen word op 'n vorm wat die Raad verkry moet word en sodanige vorm moet deur die werknemer ingevul word wat die besonderhede moet inskryf wat die Raad van tyd tot tyd kan voorskryf. 'n Werkgewer moet 'n bedrag van een sjieling (1s.) vir elke bydraeboek betaal en is geregtig om die bedrag van die loon van die betrokke werknemer af te trek. Die fondse wat verkry word van die verkoop van bydraeboeke kom die algemene fonds van die Raad toe.

(c) Die bydraeboeke en bewyse wat aan werknemers uitgereik word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie. Op bewyse wat deur enige persoon bekom word op 'n ander wyse as ooreenkomstig hierdie klousule kan die Raad beslag lê vir die voordeel van sy fondse.

(d) Geen bewyse kan aan 'n werknemer uitgereik word nie behalwe ooreenkomstig hierdie klousule en geen werknemer is geregtig op betaling ooreenkomstig subklousule (10) van meer as 49 weeklikse aftrekkings ten opsigte van enige tydperk van 12 maande wat op die laaste betaaldag in November eindig nie.

(7) Die bewyse genoem in subklousule (6) moet deur die werkgewer van die Sekretaris van die Raad gekoop word en 'n voldoende voorraad bewyse moet te alle tye deur die werkgewer gehou word; met dien verstande dat 'n werkgewer 'n terugbetaling van die Raad kan kry van die waarde van enige ongebruikte bewyse. Aansoeke om so 'n terugbetaling moet op of voor 30 Junie gemaak word in die jaar wat volg op die waarin die bewyse uitgereik is.

(8) (a) Die bedrag aan die Raad ooreenkomstig subklousule (7) hiervan betaal, moet deur die Raad in 'n fonds inbetaal word wat bekend staan as die Verloffonds van die Bouwyerheid (hieronder die „fonds” genoem).

(9) The amount payable in accordance with the provisions of sub-clauses (1) and (2) of this clause shall be accounted for by the submission of a monthly return on a form as prescribed by the Council, showing the names of the employees employed, their trades and registered numbers as also the relative weeks ended in respect of which payments were due, to be forwarded to the Secretary of the Council on or before the 7th day of the month following the month to which the return refers.

(10) An employer who in any month has no employees in his employ shall notify the Council in writing on or before the 7th day of the month following.

3.

CLAUSE 23.—HOLIDAYS.

(i) Delete paragraph (a) of sub-clause 4 and substitute the following new paragraph:—

“An employer shall pay an employee for whom wages are prescribed in clause 4 (1) an amount of 6d. per hour in respect of each hour or part of an hour worked during the week. Except that subject to the provisions of paragraph (a) of sub-clause 10 (2) no payment shall be made in respect of overtime or hours worked on a Saturday, Sunday or the annual leave and the public holidays referred to in sub-clauses (1) and (3) hereof. Provided that in the event of an employee working for an employer for less than 9 hours the amount due in terms of this sub-clause shall be paid immediately on termination of his employment, or at the end of the last working day of the week whichever is the earlier.”

(ii) Delete sub-clauses (5), (6), (7), (8), (9), (10), (11) and (12) and substitute therefor the following new sub-clauses:—

(5) (a) Subject to the provisions of the succeeding paragraphs (b) and (c) an employer shall deduct from the weekly remuneration due to each of his employees for whom wages are prescribed in clause 4 (1) an amount of £1. 2s. 6d. per week.

(b) Where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 9 hours.

(c) No deduction shall be made in respect of an employee who has worked for an employer for less than 9 hours in any week from Monday to Friday, inclusive. In such an event the employer concerned shall pay to such employee in cash the amount specified in sub-clause 4 (a) hereof immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(6) (a) An employer shall in respect of the amounts deducted by him in terms of sub-clause (5) of this clause, issue on each pay day to each of his employees concerned a voucher, legibly cancelled with the name of the firm and the date of issue, to the value of such amounts and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain; provided that the Council may issue a composite voucher to include payments made in terms of clause 19.

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

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

(d) No vouchers may be issued to an employee except in accordance with this clause and no employee shall be entitled to payment in terms of sub-clause (10) in excess of 49 weekly deductions in respect of any period of twelve months ending on the last pay day in November.

(7) The vouchers referred to in sub-clause (6) shall be purchased by the employer from the Secretary of the Council and an adequate supply of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made on or before the 30th June in the year following that in which the vouchers were issued.

(8) (a) The amount paid to the council in terms of sub-clause (7) shall be paid by the Council into a fund to be known as the Building Industry Holiday Fund (hereinafter referred to as the ‘fund’).

(b) Enige bedrae deur die Raad gehou in die krediet van die fonds kan van tyd tot tyd belê word op vaste deposito of op aanvraag by 'n bank, bougenootskap of hoofposkantoor, en enige rente wat van sulke beleggings gekweek word, is die uitsluitlike eiendom van die Raad as vergoeding vir die administrasie van die fonds. Geen werkgewer of werknemer het enige eis ten opsigte van sodanige rente, ook is hulle nie verantwoordelik vir enige bydrae tot die uitgawes om die fonds te administreer nie.

(9) (a) Elke bydraeboek wat deur die Raad uitgereik word aan werknemers vir wie lone in klousule 4 (1) voorgeskryf word, moet twee verwyderbare koepons bevat vir betalings ten opsigte van Goeie Vrydag en Paasmaandag van elke jaar op die betaaldag vir die onderskeie weke waarin sodanige openbare vakansiedae val; die koepons moet in die vorm wees waaroor die Raad besluit, en elke koepon moet 'n nommer toon wat ooreenstem met die nommer van die werknemer se bydraeboek, moet die bedrag aandui wat aan die werknemer ten opsigte van een dag se loon betaal moet word en die minimum waarde van bewyse wat in die boek moet wees om die werkgewer te magtig om betaling te maak.

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

(ii) 'n Werkgewer is daarop geregtig om van die Raad die bedrag terug te kry wat aan 'n werknemer betaal is ooreenkomstig subparagraaf (i), met dien verstande dat die werkgewer die genoemde koepon, volledig invul, by die Sekretaris van die Raad indien, ten opsigte van Goeie Vrydag en Paasmaandag, teen 30 April van die betrokke jaar.

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

(10) (a) So gou moontlik na die laaste betaaldag in November van elke jaar, en nie later as een week daarna nie, moet elke werknemer sy bydraeboek by die Sekretaris van die Raad inlewer in ruil vir 'n kwitansiokaartjie. Die Raad moet die bedrag bereken wat aan die werknemer verskuldig is soos aangedui deur die waarde van die bewyse wat in sy bydraeboek ingeplak is, en moet sodanige bedrag aan die werknemer betaal op 'n datum wat deur die Raad bepaal moet word, maar nie later nie as die dag voor die begin van die verloftydperk, min betalings, as daar was, wat deur die Raad ooreenkomstig subklousule (9) van hierdie klousule gemaak is. Tensy anders deur die Raad gemagtig, moet betaling per tjek gemaak word ten gunste van die werknemer en geen order of magtiging vir betaling aan enige ander persoon moet erken word nie.

(b) Ingeval 'n werknemer versuim om sy verlofbetaling op te eis binne 'n tydperk van ses maande vanaf die datum waarop die verloftyd begin, word dit verbeurd verklaar en kom die algemene fonds aan die Raad toe. Die Raad moet egter alle eise om betaling wat na hierdie tydperk ingedien word oorweeg, en kan na goeë dunkske betaling daarvan magtig.

(c) Die Raad is nie verplig om betaling te maak ten opsigte van enige bewyse wat aan werknemers uitgereik is ooreenkomstig subklousule (6) (a) van hierdie klousule nie, tensy—

- (i) sodanige bewyse in 'n bydraeboek geplak is wat van die raad verkry is; en
- (ii) sodanige bydraeboek by die Sekretaris van die Raad ingelewer is voor die begin van die verloftyd voorgeskryf in subklousule (1) van hierdie klousule, met dien verstande dat die Raad die betaling aan enige werknemer kan magtig wat sy boek by daardie datum nie ingelewer het nie.

(d) Behoudens die bepalinge van subklousule (9) van hierdie klousule is 'n werknemer nie geregtig om betaling te eis vir enige bewyse wat aan hom uitgereik is nie tot die dag voorgeskryf deur die Raad ooreenkomstig paragraaf (a) van hierdie subklousule. Die Raad het egter die reg om sodanige betaling te magtig indien hy na goeë dunkske dit raadsaam ag om sulks te doen. In die geval van die dood van 'n werknemer moet die bedrag aan hom deur die fonds verskuldig, in sy boedel inbetaal word per tjek wat ten gunste van sodanige boedel getrek is, nadat sy bydraeboek by die Sekretaris van die Raad ingelewer is.

(11) (a) Gedurende die verloftyd genoem in subklousules (1) en (2) van hierdie klousule kan geen werkgewer 'n werknemer verplig of toelaat en geen werknemer of werkende werkgewer mag enige werk in die nywerheid verrig nie behalwe werk op noodsaaklike dienste en/of sodanige ander werk as wat die Raad na goeë dunkske kan toelaat.

(b) Any amounts held by the Council to the credit of the fund may be invested from time to time on fixed deposit or on call with a bank, building society or General Post Office and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the fund.

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

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

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

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

(10) (a) As early as possible after the last pay day in November of each year, and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed in his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of sub-clause (9) of this clause. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

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

(c) The Council shall not be liable to make payment in respect of any vouchers issued to employees in terms of sub-clause (6) (a) of this clause unless—

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

(d) Subject to the provisions of sub-clause (9) of this clause an employee shall not be entitled to claim payment for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (a) of this sub-clause. The Council shall however have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the fund shall be paid to his estate by cheque drawn in favour of such estate, upon his contribution book being lodged with the Secretary of the Council.

(11) (a) During the holiday period referred to in sub-clauses (1) and (2) of this clause no employer shall require or permit any employee to, and no employee or working employer shall perform any work in the industry other than work on essential services and/or such other work as may be permitted by the Council in its discretion.

(b) Wanneer 'n werknemer in diens is gedurende die hele of enige gedeelte van die tydperk genoem in subklousule (a) hiervan moet hy so gou moontlik daarna, vanaf die datum deur die Raad vasgestel, 'n tydperk van verlof toegestaan word wat gelyk is aan die tyd wat hy gewerk het."

(12) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se besoldiging deur die Raad vasgestel moet word, moet die rekenings van die Fonds minstens eenkeer per jaar auditeer en op of voor 31 Januarie elke jaar 'n staat opstel wat die volgende aantoon:—

(a) Alle geld ontvang—

- (i) ingevolge subklousule 8 (a) hiervan;
- (ii) uit alle bronne; en

(b) uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 30ste November, tesame met 'n balansstaat wat die bate en laste van die fonds op daardie datum aantoon. Ware afskrifte van die geouditeerde staat en balansstaat, mede-onderteken deur die voorsitter van die Raad en van die ouditeur se verslag daaroor, moet daarna ter insae in die kantoor van die Raad lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie maande na die einde van die tydperk daardeur gedek, deur die Raad aan die Nywerheidsregistrateur gestuur word.

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

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

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

Op hede die derde dag van September 1959 in Pietermaritzburg onderteken.

J. J. BOSHOFF,
Voorsitter van die Raad.

J. M. PUGIN,
Ondervoorsitter van die Raad.

D. J. BOSHOFF,
Sekretaris van die Raad.

No. 384.]

[18 Maart 1960.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BOUNYWERHEID, NOORD-NATAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, Noord-Natal, gepubliseer by Goewermentskennisgewing No. 383 van 18 Maart 1960, vir die persone wie se werke daarby gereël word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

(b) Where an employee is employed during the whole or any portion of the period referred to in sub-clause (a) hereof he shall be granted as early as possible thereafter, as from the date fixed by the Council, a period of leave equal to the period which he has worked.

(12) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the fund at least once annually and, not later than the 31st January in each year, prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-clause 8 (a) hereof;
- (ii) from any other sources; and

(b) expenditure incurred under all headings during the 12 months ended the 30th November preceding, together with a balance sheet showing the assets and liabilities of the fund as at that date. True copies of the audited statement and balance sheet, countersigned by the chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement balance sheet and auditor's report shall, as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the industrial registrar.

(13) 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 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.

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

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

Signed at Pietermaritzburg this third day of September, 1959.

J. J. BOSHOFF,
Chairman of the Council.

J. M. PUGIN,
Vice-Chairman of the Council.

D. J. BOSHOFF,
Secretary of the Council.

No. 384.]

[18 March 1960.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BUILDING INDUSTRY, NORTHERN NATAL.

I, JOHANNES DE KLERK, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, Northern Natal, published under Government Notice No. 383, of the 18th March, 1960, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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