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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 388.]

[11 Augustus 1961.

WET OP NYWERHEIDSVERSOENING, 1956.**BOU- EN MONUMENTKLIPMESSELNYWERHEID, TRANSVAAL.****ARBEIDERSOOREENKOMS.**

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, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 1, 2 en 17, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) [uitgesonderd die gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Heidelberg (Transvaal), val], Johannesburg, Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewings Nos. 551 en 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, geval het), Nigel (uitgesonderd die gebied wat buite 'n straal van tien myl vanaf die Hoofposkantoor, Nigel, val) en Springs, en in die gebiede binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, 20 myl vanaf die Hoofposkantoor, Pretoria en Vereeniging, en 10 myl vanaf die Hoofposkantoor, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank; en

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. 388.]

[11 August 1961.

INDUSTRIAL CONCILIATION ACT, 1956.**BUILDING AND MONUMENTAL MASONRY INDUSTRY, TRANSVAAL.****LABOURER'S AGREEMENT.**

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, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisations and trade unions which entered into the said 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 of the said Agreement, excluding clauses 1, 2 and 17, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon 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 Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) [excluding the area falling outside a radius of 10 miles from the General Post Office, Heidelberg (Transvaal)], Johannesburg, Kempton Park (excluding any portion which prior to the publication of Government Notices Nos. 551 and 556, dated the 29th March, 1956, fell within the Magisterial District of Pretoria but outside a radius of 20 miles from the General Post Office, Pretoria), Nigel (excluding the area falling outside a radius of 10 miles from the General Post Office, Nigel), and Springs, and in the areas within radii of 30 miles from the General Post Office, Krugersdorp, 20 miles from the General Post Office, Pretoria and Vereeniging, and 10 miles from the General Post Office, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank; and

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agti-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 1, 2 en 17, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) [uitgesonderd die gebied wat buite 'n straal van tien myl vanaf die Hoofposkantoor, Heidelberg (Transvaal), val], Johannesburg, Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewings Nos. 551 en 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, geval het), Nigel (uitgesonderd die gebied wat buite 'n straal van tien myl vanaf die Hoofposkantoor, Nigel, val) en Springs, en in die gebiede binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, 20 myl vanaf die Hoofposkantoor, Pretoria en Vereeniging, en 10 myl vanaf die Hoofposkantoor, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigen 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 (TRANSVAAL).

OOREENKOMS

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

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa);

wat sy lede in die Monumentklipmesselnywerheid verteenwoordig;

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

Amalgamated Society of Woodworkers of South Africa;

Amalgamated Union of Building Trade Workers of South Africa;

Operative Plasterers' Trade Union of South Africa;

Die Blanke Bouwerkersvakbond;

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) [uitgesonderd dié gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Heidelberg (Transvaal), val], Johannesburg, Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het, maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria), Nigel (uitgesonderd dié gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Nigel, val), en Springs, en in die gebiede binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, 'n straal van 20 myl vanaf die Hoofposkantoor Pretoria en Vereeniging, en 10 myl vanaf onderskeidelike die Hoofposkantore van Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank, deur alle werkgewers in die Bou- en Monumentklipmesselnywerheid wat lede van die Werkgewersorganisasie is, en deur die werknemers van sodanige werkgewers wat lede van die Vakvereniging is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister mag vasstel en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy mag bepaal.

(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 Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) [excluding the area falling outside a radius of 10 miles from the General Post Office, Heidelberg (Transvaal)], Johannesburg, Kempton Park (excluding any portion which prior to the publication of Government Notices Nos. 551 and 556, dated the 29th March, 1956, fell within the Magisterial District of Pretoria but outside a radius of 20 miles from the General Post Office, Pretoria), Nigel (excluding the area falling outside a radius of 10 miles from the General Post Office, Nigel), and Springs, and in the areas within radii of 30 miles from the General Post Office, Krugersdorp, 20 miles from the General Post Office, Pretoria and Vereeniging, and 10 miles from the General Post Office, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions of the said Agreement, excluding clauses 1, 2 and 17, 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.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL).

AGREEMENT

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

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa);

representing its members in the Monumental Masonry Industry;

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

Amalgamated Society of Woodworkers of South Africa;

Amalgamated Union of Building Trade Workers of South Africa;

Operative Plasterers' Trade Union of South Africa;

Die Blanke Bouwerkersvakbond;

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

being parties to the Industrial Council for the Building Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) [excluding the area falling outside of a radius of 10 miles from the General Post Office, Heidelberg (Transvaal)], Johannesburg, Kempton Park (excluding any portion which prior to the publication of Government Notice No. 551 dated 29th March, 1956, fell within the Magisterial District of Pretoria, but outside a radius of 20 miles from the General Post Office, Pretoria), Nigel (excluding the area falling outside of a radius of 10 miles from the General Post Office, Nigel), and Springs, and in the areas within the radii of 30 miles from the General Post Office, Krugersdorp, 20 miles from the General Post Offices, Pretoria and Vereeniging, and 10 miles from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, respectively, by all employers in the Building and Monumental Masonry Industries who are members of the employers' organisations and by the employees of such employees who are members of the trade unions.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for a period of three years or for such period as may be determined by him.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in dié Wet en enige vermelding van 'n Wet omvat enige wysiging van sodanige Wet; voorts, tensy onbestaanbaar met die samehang, beteken—

„Wet” die Wet op Nywerheidsversoenig, 1956;

„Gebied A” die gebiede van die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) [uitgesonderd die gebied buite 'n straal van 10 myl vanaf die Hoofposkantoor, Heidelberg (Transvaal)], Johannesburg, Kempton Park (uitgesonderd enige gebied wat voor die publikasie van Goewermentskenningsgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria), Nigel (uitgesonderd dié gebied buite 'n straal van 10 myl vanaf die Hoofposkantoor, Nigel), en Springs, en die gebiede binne 'n straal van 15 myl vanaf die Hoofposkantoor, Krugersdorp; 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd dié gedeelte van die landdrosdistrik Brits wat binne genoemde straal van 20 myl val; en 10 myl vanaf onderskeidelik die Hoofposkantore van Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) en Witbank;

„Gebied B” die gebied buite 'n straal van 15 myl maar binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, uitgesonderd gedeeltes van die landdrosdistrikte wat binne dié straal val en reeds in die woordomskrywing van „Gebied A” ingesluit is; die gebied buite 'n straal van 10 myl maar binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging, en dié gedeelte van die landdrosdistrik Brits wat binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val;

„Bounywerheid” sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin die werkgewers en werknemers met mekaar geassosieer is vir die oprigting, voltooiing, vernuwing, herstel, onderhoud en verandering van geboue en bouwerke en/of die maak van artikels vir gebruik by die oprigting, voltooiing of verandering van geboue en bouwerke, hetsy die werk gedoen, die materiaal berei of die nodige artikels gemaak word op die terrein van die geboue of bouwerke, of elders, en omvat alle werk verrig of uitgevoer deur persone daarin wat die volgende ambagte of onderafdelings daarvan beoefen, maar nie klerklike werknemers en administratiewe personeel nie, of die bedrading van of die installering van verligtings-, verwarmings-, of ander vaste elektriese uitrusting, of die herstel of onderhoud van hysers in geboue nie:—

— *Asfaltwerk*, wat die bedekking van vloere, plat en/of skuinsdakke, waterdig maak of vogdig maak van kelders of fondamente insluit, hetsy met bereide dakbekleding-rolle of asfaltplate met geglasuurde of ongeglasuurde oppervlaktes, hetsy met of sonder gebruik van teermacadam, neuchatel, limmer of enige ander soort vaste of halfvaste asfalt, mastiek of emulsieasfalt of bitumen, hetsy warm of koud op sulke dakke, vloere, kelders of fondamente aangewend of nie;

— *messelwerk*, wat betonwerk en die bevestiging van betonblokke, plat stukke of plate, beteëling van mure en vloere, voeg van baksteenwerk, voeg maak, plavei, mosaiëkwerk, voorwerk in leiklip, in marmer en in komposisie, rioolaanleg, leidekking, dakbeteëling en betonkalfater van erdpepyriole insluit;

— *lakpolitoerwerk*, wat poleer met 'n borsel of kussing en spuit met 'n komposisie insluit;

— *ruite insit*, wat die sny en/of insit van alle soorte glas of soortgelyke produkte in sponnings wat in hout of metaaldeure, vensters, rame of sulke toebehoere gemaak is en alle bybehorende werksaamhede insluit;

— *skrynwerk*, wat die bevestiging van alle houttoebehore en die maak van alle skrynwerkartikels wat by die toebehoere behoort, insluit, hetsy die bevestiging in die gebou of bouwerk uitgevoer word deur die persoon wat die gebruikte artikel gemaak of voorberei het of nie, en sluit in muurkaste, kombuisaste en ander kombuis-toebehore wat as 'n permanente deel by die gebou behoort;

— *loodglaswerk*, wat die vervaardiging en/of insit van glas in lood en/of ander metaalruite en reklametekens insluit (uitgesonderd elektriese toebehoere wat daarby behoort) en die insit van ruite wat daarby behoort;

— *klipmesselwerk*, wat klipkap en bou (ook die kap en bou van sier-, monument- en gedenktekenklipwerk), betonwerk en die bevestiging of bou van voorafgevoormde of kunsklip of marmer, plavei, mosaiëkwerk, voegwerk, beteëling van mure en vloere, werk met 'n Mall en Biaux- of soortgelyke draagbare draaiskuurskyf, verstelbare sny-, afwerk- en ander klipbewerkingsmasjiene insluit, uitgesonderd klippoleermasjiene en skerpmaak van klipmesselaarsgereedskap, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

— *metaalwerk*, wat die bevestiging van staalplafonne, metaalvensters, metaaldeure, bousmidwerk, metaalrame en metaaltrappe en boukundige metaalwerk, die maak en/of

3. DEFINITIONS.

Any 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 an Act shall include any amendment of such Act; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“Area A” means the areas of the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal) [excluding the area falling outside of a radius of 10 miles from the General Post Office Heidelberg (Transvaal)], Johannesburg, Kempton Park (excluding any portion which prior to the publication of Government Notice No. 511, dated 29th March, 1956, fell within the Magisterial District of Pretoria, but outside a radius of 20 miles from the General Post Office, Pretoria), Nigel (excluding the area falling outside of a radius of 10 miles from the General Post Office, Nigel), and Springs, and the areas within radii of 15 miles from the General Post Office, Pretoria, excluding that portion of the Magisterial District of Brits falling within the said radius of 20 miles and 10 miles from the General Post Offices, Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) and Witbank respectively;

“Area B” means the area outside a radius of 15 miles but within a radius of 30 miles from the General Post Office, Krugersdorp, excluding portions of the Magisterial Districts falling within this radius and already embraced in the definition of Area A; the area outside a radius of 10 miles but within a radius of 20 miles from the General Post Office, Vereeniging, and that portion of the Magisterial District of Brits which falls within a radius of 20 miles from the General Post Office, Pretoria;

“Building Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the building or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, or the wiring of or installation in buildings of lighting, heating, or other permanent electrical fixtures or the repair or maintenance of lifts in buildings:—

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

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

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

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

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

— *light making*, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

— *masonry*, which includes stone cutting and building (also the cutting and building of ornamental, monumental and memorial stone work), 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 Biaux or similar type of portable spinner, flexible cutting, finishing and other stone working machinery other than stone polishing machinery and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

— *metal work*, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work,

bevestiging van getrokke metaalwerk en plaat- en uitgedrukte metaal insluit, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

verfwerk, wat dekoreer, behanging, ruite insit, distemper, wit- of kleurkalk, beits, vernis, vlamverf en marmerverf of spuit, letterskilderwerk en muurdekorasie, die gebruik van teer en sy produkte insluit, en sluit ook in skuurpapierbehandeling en alle voorbereidingswerk vir voor-noemde werksaamhede, skuurpapierbehandeling van mure en houtwerk, opvul van barste in mure en stopverf in houtwerk;

pleisterwerk, wat modelleer, modelle maak, gietvorms maak van afgietsels aan lyste, maak en bevestiging van pleisterbordplafonne en vesepleister en ander komposisies, lê van granoliet-, terrasso- en komposisievloere, komposisiemuurbedekking aanbring en poleer, werk met 'n Mall en Biax- of soortgelyke draagbare draaiskuurskyf, verstelbare sny- en afwerkingsmasjiën, voorafgevoerde of kunsklipwerk, betoëling van vloere en mure, plavei- en mosafekwerk, plaatgaaswerk, akoestiekspuitwerk en alle bykomstige werksaamhede vir die voltooiing van plafonne en mure insluit, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die artikel wat gebruik word, maak of voorberei, gedoen word of nie;

loodgieterswerk, wat sweissoldeer en sweis, loodbrand, gasaanleg, sanitêre en huishoudelike ingenieurswerk, riool-aanleg, kalfater, ventilasie, verwarming, warm- en koue-wateraanleg, brandblusaanleg en die maak en bevestig van alle plaatmetaalwerk insluit, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die artikel wat gebruik word, maak of voorberei, gedoen word of nie;

uitrus van winkels, kantore en banke, wat die maak en/of aanbring van winkelfronte, vensterkaste, uitstalkaste, toonbanke, skermes en los en vaste toebehore wat binne voorkom, insluit;

staalversterking en/of staalkonstruksie, wat die aanbring van alle soorte staal- of ander metaalkolomme, lêers, staalbalkke, beplating of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk, insluit;

houtbewerking, wat timmermanswerk, fineerpaneelwerk, en poleer en skuurpapierbewerking daarvan, houtbewerking, masjiënwerk, houtdraai, houtsnij, bevestiging van sinkplaat, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlaties aansit, komposisiebedekking van plafonne en mure, mure boor en muurproppe insit, bedekking van houtwerk met metaal, blokkies- en ander vloere maak, insluit, met inbegrip van hout, linolium, rubberkomposisie, asfaltgelede vloerbedekkings of kurk, met inbegrip van die skuurpapierbewerking daarvan, werk met 'n Mall en Biax- of soortgelyke draagbare draaiskuurskyf, verstelbare sny-, afwerking- en poleermasjiën, bekisting en/of bereiding van vorms of gietvorms vir beton, insluit, hetsy die aanbring of bevestiging in die gebou of bouwerk deur die persoon wat die artikel wat gebruik word, maak of voorberei, gedoen word of nie; met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se hoofbesigheid in die Kommersiële Distribusiebedryf is, van hierdie woordomskrywing uitgesluit is as daardie lê behoort by die verkoop van die linoleum en geen deel van die regstreekse koste vir die klant vorm nie;

„Raad” die Nywerheidsraad vir die Bounywerheid (Transvaal) wat geag word as geregistreer ingevolge artikel negentien van die Wet op Nywerheidsvoorsiening, 1956;

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

„Nywerheid” die Bounywerheid en die Monumentklipmesselnywerheid;

„lisensieowerheid” enige owerheid by Wet gemagtig om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik;

„monumentklipmesselnywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging en/of oprigting van grafstene of ander monumente op grafte en/of die opbou van grafte;

„werksman graad I” 'n werkgewer wat enigeen van of al die volgende werksaamhede verrig:—

(a) Lê van buitemuurse bestrating in gebreke te leiklip, graniet of klip en voë voegbrei;

(b) 'n skuur- en draaiskuurskyfmasjiën op vloere bedien;

„werksman graad II” 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

(a) Werknemer in beheer van ongeskoolde arbeiders wat beton meng en/of kragaangedrewe betonmengers bedien;

(b) werknemer in beheer van ongeskoolde arbeiders wat beton onder toesig gelykmaak en afvlak;

(c) lasse in riole onder toesig kalfater;

(d) stopverfbed aansit en oorskietstukkie daarvan onder toesig verwyder;

(e) werknemer in beheer van die aftakeling van bekisting;

(f) werknemer in beheer van die oprigting van steierwerk onder toesig;

(g) 'n kragaangedrewe slypmasjiën op metaal bedien of met die hand vyl;

the manufacture and/or fixing of drawn metal 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;

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

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

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

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

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

“Council” means the Industrial Council for the Building Industry (Transvaal), deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956;

“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;

„Industry” means the Building Industry and the Monumental Masonry Industry;

“Licensing authority” means any authority empowered by law to issue licences in respect of vehicles and/or trailers;

“Monumental Masonry Industry” means the industry in which employers and employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up of graves;

“Operative Grade I” means an employee engaged on any or all of the following:—

(a) Laying of outdoor paving in broken slate, granite or stone and grouting in joints;

(b) operating a sandpapering and spinning machine on flooring;

“operative grade II” means an employee engaged on any or all of the following:—

(a) Employee in charge of unskilled labourers mixing concrete and/or operating power driven concrete mixers;

(b) employee in charge of unskilled labourers levelling and screeding concrete under supervision;

(c) caulking of joints in drains under supervision;

(d) the application of back putty and cleaning off excess tags thereto under supervision;

(e) employee in charge of the stripping of shuttering;

(f) employee in charge of scaffold erecting under supervision;

(g) operating a power driven grinding machine on metal or filing by hand;

- (h) hangsaë, klippoleermasjinerie en kompressors vir klipwerk-bedien;
- (i) onder toesig stowwe aan houtwerkmasjiene voer wat rollers vir die doel gebruik;
- (j) 'n kraanarmhystoestel sonder 'n platform bedien wat 'n belasting van hoogstens twee kubieke voet materiaal dra;

„oortyd” tyd gewerk ooreenkomstig klousule 11 van hierdie Ooreenkoms;

„stukwerk” enige werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer is op die hoeveelheid of opbrengs van gedane werk;

„bouwerk” omvat mure, grens-, tuin- en keermure, monumente, grafstene en alle soorte kerkhofgedenktekens;

„ongeskoolde arbeider” 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

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

vakmanne help om gom aan tappe of houtoppervlaktes te smeer voordat dit vasgekleem of gepers word;

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

hangsaë onder toesig bedien, help om klip te stel en saaglemme vas te sit om hangsaë in werking te stel en masjinerie op te vryf en/of met slypsteenmasjinerie werk; vloerpolitoer aansmeer;

mure en plafonne saksmeer;

afvalmetaal met die hand of masjien in bale opmaak;

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

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

tapgate skoonmaak;

glas skoonmaak nadat dit ingesit is;

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

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

kiaat of ander hardhoutsoorte skoonmaak deur oplosmiddels en staalwol te gebruik;

staalvensters en deurrame onder toesig koppel;

pype en staalstawe met die hand onder toesig afsny, inmekaar skroef, buig en van skroefdraad voorsien, uitgesonderd koperstawe of -pype;

steierpale of -stutte met 'n treksaag afsaag;

voglaag sny en dit in posisie plaas;

vertandings en intandings inkap vir verbandwerk by stene;

hoepelyster afsny, buig en gate daarin boor;

afvalmetaal met die hand afsny;

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

dakteëls met handbediende teëlafsnymasjiens afsny;

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

materiaal van alle houtwerkmasjiene afhaal;

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

hystoestelle onder toesig oprig;

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

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

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

voë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en voegvulling;

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

hoepelyster-, staal- of draadverstewigers vassit om bekisting te versterk;

asfaltstrokke aan die kante van staal- en houtrame vassit;

kloue onder toesig aan staalvensters en deurrame vassit;

sand, klip en sement afmeet;

groottes van muur- en vloerteëls meet;

voë voegbrei en agterkant van klipwerk opvul nadat dit vasgesit is;

voë in stene en teëlvloere voegbrei en skoonmaak; bekisting ophys en in posisie plaas maar dit nie vassit nie;

staal onder toesig ophys en in posisie neerleë;

stopverf knie totdat dit die regte stewigheid het;

beton onder toesig lê en gelykmaak, 'n betonvibrator onder toesig bedien en onder toesig help met afvlakking;

(h) operating swing saws, stone polishing machinery and compressors for stone work;

(i) feeding material to roller fed wood-working machines under supervision;

(j) operating a jib hoist without a platform, carrying a load of not more than two cubic feet of material;

“overtime” means time worked in accordance with clause 11 of this Agreement;

“piece-work” means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;

“structure” includes walls, boundary, garden and retaining walls, monuments, gravestones and cemetery memorials of all types;

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

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

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

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

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

applying of floor polish;

bagging down walls and ceilings;

baling waste or scrap metal by hand or machine;

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

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

cleaning mortices;

cleaning of glass after glazing;

cleaning completed frames in preparation for putting;

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

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

coupling steel windows and door frames under supervision;

cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;

cutting scaffold poles or props by two-handed saw;

cutting dampcourse and placing in position;

cutting of toothings and indents for bonding brickwork;

cutting hoop iron, bending and holing;

cutting up scrap metal by hand;

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

cutting of roofing tiles with tile hand-cutting machine;

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

drawing off material from all woodworking machines;

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

erecting hoists under supervision;

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

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

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

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

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

fixing hoop iron, steel or wire stiffeners to strengthen shuttering;

fixing asphalt sheeting to sides of steel and wood frames;

fixing lugs to steel windows and door frames under supervision;

gauging sand, stone and cement;

gauging sizes of wall and floor tiles;

grouting in joints and filling backs of stone work after fixing;

grouting of joints in bricks and tile floors and cleaning off;

hoisting shuttering and placing in position but not fixing;

hoisting of steel and laying into position under supervision;

kneading of putty to correct consistency;

laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding, under supervision;

los teëls op oppervlaktes neerlê sonder om dit in te laat, met dien verstande dat geen gereedskap gebruik word nie;

afwitting en die aanwending van teer of dergelike produkte aan geboue en latrines wat deur Naturelle betrek en gebruik word, en ruwe timmerhout, soos bv. balke en onderkant van vloere, met dien verstande egter dat afwitting in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae vanaf die voltooiing van enige gebou, van hierdie omskrywing uitgesluit word; materiaal en goedere op- en aflaai;

mastiekasfalt onder toesig in potte aanmaak, en mastiek wat aangebring is onder toesig vryf totdat dit koud is, vure in stand hou en skoonmaak;

asfaltmacadam aanmaak, materiaal by aanwendplekke aflaai en plaas, en met handrollers rol;

beton onder toesig met die hand of masjien meng;

masjinerie olie en smeer wanneer nie in gebruik nie;

asfalt- en/of ander saamgestelde stroke en dakke onder toesig met aluminiumverf met 'n bitumenbasis verf of spuitverf;

oppervlaktes met bitumastiek of waterdigte oplossing voorberei;

dakke voorberei, met inbegrip van afskraap en bewerking met 'n draadborsel voordat dit geverf word;

voeë en agterkante van klip met 'n waterdigte samestelling verf;

alle bouerinstallasie met beskermende verf behandel;

roes en skilfer van yster- of staaloppervlaktes verwyder; met dien verstande dat geen chemikalieë gebruik word nie;

los en geskilferde verf van geute, afvoerpeype of ander oppervlaktes verwyder, en wel onder toesig as 'n blaaslamp of verpopsmiddel gebruik word;

pleister van staal- of houtoppervlaktes in nuwe geboue verwyder voordat dit geverf word;

oppervlaktes wat voorheen afgewit is of ander oppervlaktes afskraap en afvryf, maar omvat nie die herstel van sodanige oppervlaktes nie;

mure of enige oppervlaktes afskraap of afwas om geverf te word, met dien verstande dat geen gereedskap gebruik word wat verwers gewoonlik gebruik nie of dat die werk van 'n ambagsman deur 'n ongeskoolde arbeider verrig word nie;

nuwe gegalvaniseerde oppervlaktes afwas voordat dit geverf word en nuwe gegalvaniseerde oppervlaktes onder toesig behandel wanneer 'n blaaslamp of verpopsmiddel gebruik word;

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

steenvoeë uitkrap en oppervlaktes vir pleistering voorberei;

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

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

stowwe met 'n skopgraaf in dagha- of betonmengmasjiene skep of dit daaruit neem, sand sif en dagha of beton met die hand met skopgrawe meng;

lasse van vorms met die hand met gips of met 'n stukkie blik onder toesig digmaak;

bekisting onder toesig aftakel;

vorms monteër en raamwerk en gietwerk aftakel;

die vulsel in vorms vasstamp, uitgesonderd pleistertroffels te gebruik;

timmerhout onder toesig met 'n verduursamingsmiddel behandel;

dakteëls met draad vasbind;

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

houtstutte onder toesig opw'g;

met klophamers werk of hamer en pons gebruik om klip te breek, of tapgate boor;

ambagsmanne of hoër gegradeerde werkers help waar dit ook al nodig mag wees, maar nie om geskoolde werk te verrig nie, of werk wat as dié van 'n werksman graad I of 'n werksman graad II omskryf is nie;

„loon” dié gedeelte van die besoldiging wat in kontant betaalbaar is aan 'n werknemer ten opsigte van die gewone werksure in klousule 10 bepaal;

„werkdag” enige dag uitgesonderd Saterdag, Sondag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag en die jaarlikse verlof in klousule 18 van hierdie Ooreenkoms voorgeskryf ten opsigte van die gewone ure in klousule 10 bepaal.

laying loose tiles on surfaces without bedding, provided no tools are used;

lime washing and the use of tar or similar products on buildings occupied and latrines used by Natives and rough timber such as joists and underside of floors, provided, however, that lime washing in connection with buildings and/or latrines during their erection or within 60 days of the completion of any building shall be excluded from this definition;

loading and unloading materials and goods;

mixing mastic asphalt in pots and rubbing up laid mastic until cold under supervision, attending to fires and cleaning up;

mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;

mixing concrete by hand or machine, under supervision;

oiling and greasing machinery when not in operation;

painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint, under supervision;

priming of surfaces with bitumastic or water-proofing solutions;

preparing roofs, including scraping and wirebrushing prior to painting;

painting of joints and backs of stone with water-proofing compound;

preservative painting of all builders' plant;

removing rust and scale from iron or steel surfaces; provided no chemicals are used;

removing loose and flaking paint from gutters, drain-pipes or other surfaces, provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;

removing plaster from steel or wood surfaces in new buildings prior to painting;

scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;

scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisan's work is done by an unskilled labourer;

washing down new galvanised surfaces prior to painting, and, treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;

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

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

removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;

scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand;

shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;

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

stripping shuttering under supervision;

setting up of moulds, and stripping of casings and castings;

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

treating timber with preservative under supervision;

tying of roof tiles with wire;

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

wedging up wood props under supervision;

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

assisting artisans or higher graded workers wherever necessary, but not to perform skilled work, or work defined as that of operative grade I or operative grade II;

“wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 10;

“working day” means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day and the annual holiday prescribed in clause 18 of this Agreement, in respect of the ordinary hours laid down in clause 10.

4. LONE.

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

	Per uur.
(a) Hystoestelbediener	R0.28
(b) Werksman graad II in Gebied A in diens	R0.19
(c) Werksman graad II in Gebied B in diens	R0.15
(d) Ongeskoolde arbeider in Gebied A in diens	R0.17½
(e) Ongeskoolde arbeider in Gebied B in diens	R0.13

Per dag.

(f) Werknemer wat persele patroleer en eiendom bewaak	R1.60
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(2) *Differensiële lone.*—'n Werknemer wat op enige dag twee of meer soorte werk verrig waarvoor verskillende lone voorgeskryf is in subklousule (1) hierbo of in enige ander Ooreenkoms deur die Raad uitgevoer, moet vir alle ure op dié dag gewerk teen die hoër lonen betaal word; met dien verstande dat as 'n werknemer—

(a) wat gewoonlik die werk van 'n werksman graad II of 'n ongeskoolde arbeider verrig, die werk verrig van 'n—

(i) bestuurder van 'n meganiese voertuig so 'n werknemer slegs ten opsigte van die tyd wat hy werklik 'n meganiese voertuig bestuur het, betaal moet word teen die hoogste lonen; maar as so 'n werknemer vir meer as drie uur op een dag die werk van 'n bestuurder van 'n meganiese voertuig verrig, moet hy vir die hele dag die hoër lonen betaal word; voorts met dien verstande dat daar nie van 'n werknemer vereis mag word om die werk van 'n bestuurder van 'n meganiese voertuig te verrig in verband met die verskaffing van vervoer vir werknemers deur die werkgewer ingevolge klousules 8 en 9 van die Hoof-ooreenkoms van die Raad nie, tensy so 'n werknemer uitsluitlik of hoofsaaklik die werk van 'n bestuurder van 'n meganiese voertuig verrig;

(ii) werksman graad I, sodanige werknemer slegs ten opsigte van tyd wat werklik in beslag geneem is deur die werk van 'n werksman graad I te verrig, teen die hoër lonen betaal moet word, behalwe dat as sodanige werknemer vir langer as drie uur op 'n dag die werk van 'n werksman graad I verrig, hy teen die hoër lonen betaal moet word vir die hele sodanige dag;

(b) wat gewoonlik die werk van 'n ongeskoolde arbeider verrig, die werk verrig van 'n werksman graad II, sodanige werknemer slegs ten opsigte van tyd wat werklik in beslag geneem is deur die werk van 'n werksman graad II te verrig, teen die hoër lonen betaal moet word, behalwe dat as sodanige werknemer vir langer as drie uur op 'n dag die werk van 'n werksman graad II verrig, hy teen die hoër lonen betaal moet word vir die hele sodanige dag.

(3) *Betaling vir werk op sekere dae.*—As vrystelling van die bepalinge van klousule 10 van hierdie Ooreenkoms verleë is, moet 'n werkgewer minstens een en een derde maal die werklike lonen van 'n werknemer betaal vir alle tyd na 12-uur middag op Saterdag gewerk en vir alle tyd gewerk op Sondag, Goeie Vrydag, Paasmaandag en Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag en gedurende die jaarlikse verloftydperk in klousule 18 van hierdie Ooreenkoms voorgeskryf.

5. LEWENSKOSTETOELAE.

Die lone in klousule 4 (1) hiervan voorgeskryf, sluit lewenskostoelae soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, in: Indien die lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige vervangende Wetgewing verhoog word, moet die besoldiging hierin voorgeskryf dienooreenkomstig verhoog word; met dien verstande dat die verskil tussen die lone hierin voorgeskryf en die ooreenstemmende lone voorgeskryf in subklousule 4 (1) van die Ooreenkoms soos oorspronklik gepubliseer by Goewermmentskennisgewing No. 205 van 6 Februarie 1950, vir die toepassing van genoemde Oorlogsmaatreël of enige vervangende wetgewing as lewenskostoelae moet tel in die vaststelling van die toepaslike aanpassings.

6. VERLOFTOELAE.

(1) 'n Werkgewer moet aan elke lid van onderstaande klasse werknemers in sy diens 'n verloftoelae soos hieronder uiteengesit, betaal, met dien verstande dat die werkgewers die verloftoelae op die laaste betaaldag voor die aanvang van die verloftydperk aan hul werknemers betaal; met dien verstande dat waar 'n werknemer se dienskontrak voor sodanige betaaldag beëindig word, enige bedrag wat die werknemer ingevolge hierdie klousule toekom, by sodanige diensbeëindiging aan hom betaal moet word:—

Klas werknemer.

	Per uur.
(a) Hystoestelbediener	2½ sent.
(b) Werksman graad II in diens in Gebied A	1½ sent.
(c) Werksman graad II in diens in Gebied B	1½ sent.
(d) Ongeskoolde arbeider in diens in Gebied A	1½ sent.
(e) Ongeskoolde arbeider in diens in Gebied B	1½ sent.

Per dag.

(f) Werknemer wat persele patroleer en eiendom bewaak	12½ sent.
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4. WAGES.

(1) 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.
(a) Operator of a hoist	R0.28
(b) Operative grade II employed in Area A	R0.19
(c) Operative grade II employed in Area B	R0.15
(d) Unskilled labourer employed in Area A	R0.17½
(e) Unskilled labourer employed in Area B	R0.13

	Per Day.
(f) Employee engaged on patrolling premises and guarding property	R1.60

(2) *Differential Rates.*—An employee who, on any day performs two or more classes of work for which different rates of wages are prescribed in sub-clause (1) above or in any other Agreement administered by the Council shall be paid at the higher rate for all hours worked on that day, provided that if an employee—

(a) who normally performs the work of an operative grade II or of an unskilled labourer performs the work of a—

(i) driver of a mechanical vehicle—such employee shall be paid at the higher rates only in respect of the time actually occupied in driving a mechanical vehicle, except that if such employee performs the work of a driver of a mechanical vehicle for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day; provided further that an employee shall not be required to perform the work of a driver of a mechanical vehicle in connection with the provision of transport by the employer in terms of clauses 8 and 9 of the Main Agreement of the Council unless such employee is wholly or mainly engaged as a driver of a mechanical vehicle;

(ii) operative grade I—such employee shall be paid at the higher rates only in respect of the time actually occupied in performing the duties of an operative grade I except that if such employee performs the work of an operative grade I for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day;

(b) who normally performs the work of an unskilled labourer performs the work of an operative grade II—such employee shall be paid at the higher rates only in respect of time actually occupied in performing the duties of an operative grade II, except that if such employee performs the work of an operative grade II for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day.

(3) *Payment for Work on Certain Days.*—When exemption has been granted from the provisions of clause 10 of this Agreement, at least one and one-third times the actual rate of wage of an employee shall be paid by an employer for all time worked after 12 noon on Saturdays and for all time worked on Sundays, Good Friday, Easter Monday and Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day, and, during the annual holiday period prescribed in clause 18 of this Agreement.

5. COST OF LIVING ALLOWANCE.

The wages prescribed in clause 4 (1) hereof shall include cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, is increased, the remuneration prescribed herein shall be increased accordingly; provided that the difference between the rates of remuneration herein prescribed and the corresponding rates prescribed in sub-clause 4 (1) of the Agreement as originally published under Government Notice No. 205 of 6th February, 1959, shall for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowances in the determination of the relevant adjustments.

6. HOLIDAY ALLOWANCE.

(1) A holiday allowance shall be paid by an employer as set forth hereunder in respect of each member of the following classes of employees employed by him, provided that the holiday allowance shall be paid to the employees by their employers on the last pay day prior to the commencement of the holiday period; provided that where an employee's contract of employment is terminated prior to such pay day, any amount in the process of accrual in terms of this clause shall be paid to the employee on such termination:—

Class of Employee.

	Per Hour.
(a) Operator of a hoist	2½ cents.
(b) Operative grade II employee in Area A	1½ cents.
(c) Operative grade II employee in Area B	1½ cents.
(d) Unskilled labourer employed in Area A	1½ cents.
(e) Unskilled labourer employed in Area B	1½ cents.

	Per Day.
(f) Employee engaged on patrolling premises and guarding property	12½ cents.

7. STUKWERK.

(1) Die uitbesteding deur werkgewers of die verrigting deur werknemers van werk wat op 'n stukwerkbasis of enige stelsel van betaling vir arbeid waarvolgens 'n werknemer se verdienste gedeeltelik of geheel gebaseer of bereken word op die hoeveelheid of omvang van die werk wat verrig word, word verbied. Die bepalings van hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid van die materiaal of installasie wat nodig mag wees, kan verskaf.

(2) Ondanks die bepalings van subklousule (1) en behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waartoe hy ingevolge klousule 4, 5 en 11 hiervan geregtig is nie, moet werknemers vir wie in hierdie Ooreenkoms voorsiening gemaak word in enige aansporingskema ingesluit word wat ingevolge klousule 5 van die Hoof-ooreenkoms ingestel kan word.

8. KONTRAK SLEGS VIR ARBEID.

Geen werkgewer mag werk op 'n kontrakgrondslag slegs vir arbeid uitbestede nie. Geen werknemer mag werk op so 'n grondslag verrig nie. Die bepalings van hierdie klousule is van toepassing ondanks die feit dat die werkgewer of werknemer 'n klein hoeveelheid van die nodige installasie of materiaal kan verskaf.

9. BETALING VAN LONE, TOELAES EN OORTYD.

(1) (a) Lone, oortydverdiensle en alle ander besoldiging wat verskuldig is, moet weekliks nie later nie as 4.45 nm. op Vrydag of by beëindiging van diens, as dit voor die gewone betaaldag van die werknemer plaasvind, in kontant uitbetaal word.

(b) Betalings kan egter op dae voor Vrydag geskied as die werkgewer en werknemer aldus ooreengekom het, mits die werkgewer die Raad daarvan in kennis stel. As Vrydag 'n vakansiedag in die Bounywerheid is, moet daar op die voorafgaande Donderdag betaal word. As daar by diensbeëindiging nie aan hierdie subklousule voldoen word nie, moet die werkgewer aan die werknemer ten opsigte van elke werkuur of gedeelte van 'n werkuur vanaf die tyd van diensbeëindiging tot die tyd waarop finale betaling plaasvind, alle lone, toelaes en ander besoldiging tot op die tyd van die betaling uitbetaal.

(c) Ongeskoolde werknemers se lone moet betaal word in koerte wat vergesel gaan van 'n staat met besonderhede van hoe die betrokke bedrag bereken is.

(2) Behoudens klousule 16 mag geen aftrekking hoegenaamd gemaak word van bedrae aan 'n werknemer verskuldig ten opsigte van lone, verdienste vir oortyd en/of enige ander vorm van besoldiging nie, behalwe 'n bedrag wat 'n werkgewer by wet of volgens bevel van 'n bevoegde hof moet of mag aftrek.

10. WERKURE EN WERKDAE.

Behoudens die bepalings van klousule 11 mag geen werkgewer van 'n werknemer, uitgesonderd 'n werknemer in diens om persele te patrolleer en eiendom te bewaak vir wie lone in klousule 4 voorgeskryf word, vereis om—

- (a) langer as 45 uur in een week of langer as nege uur op een dag, in die geval van 'n ongeskoolde arbeider in diens om goedere op of te laai;
- (b) langer as 44 uur in een week of langer as agt uur 48 minute op een dag, in die geval van alle ander werknemers te werk nie;
- (c) vir langer as vyf uur sonder 'n onderbreking van minstens een uur te werk nie.

11. OORTYD.

(1) 'n Werkgewer mag nie 'n werknemer verplig of hom toelaat om oortyd te werk nie. Toestemming om oortyd te werk op noodsaaklike dienste moet deur die werkgewer eers skriftelik van die Raad verkry word, uitgesonderd in noodgevalle, wanneer die werkgewer binne vier uur na die tydstop waarop daardie noodgeval ontstaan het, aan die Raad se Plaaslike Komitee in die betrokke gebied daarvan kennis moet gee.

(2) Enige werknemer van wie vereis word om enige tyd buite die werkure wat in klousule 10 van hierdie Ooreenkoms voorgeskryf word, te werk, moet soos volg besoldig word:—

- (a) Teen die gewone loon plus die verlofondstoelae vir die betrokke klas werknemer in klousule 6 voorgeskryf, vir die eerste uur oortyd van Maandag tot Vrydag per dag gewerk; en
- (b) teen een en 'n kwart maal sy gewone loon vir alle oortyd van langer as een uur per dag van Maandag tot Vrydag en vir enige oortyd tot 12-uur middag op 'n Saterdag gewerk;
- (c) die gewone werkure plus oortyd mag nie 56 uur per week te bowe gaan nie.

12. DIENSBEËINDIGING.

(1) 'n Werknemer wat sy diens by sy werkgewer wil beëindig en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet die werkgewer of die werknemer, na gelang van die geval, minstens twee werkdade kennis gee van sodanige diensbeëindiging.

(2) 'n Werkgewer kan 'n werknemer twee werkdade se besoldiging betaal in plaas van die kennis waartoe die werknemer geregtig is.

(3) 'n Werknemer kan sy werkgewer twee werkdade se besoldiging betaal in plaas van die kennis waartoe sodanige werkgewer geregtig is.

(4) Geen kennisgewing van diensbeëindiging word vereis as die betrokke werknemer minder as 12 uur by dieselfde werkgewer gewerk het nie.

7. PIECE WORK.

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

(2) Notwithstanding the provisions of sub-clause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 5 and 11 hereof, employees provided for in this Agreement shall be included in any incentive scheme which may be introduced in terms of clause 5 of the Main Agreement of the Council.

8. LABOUR ONLY CONTRACT.

No employer shall give out work on a labour only contract basis. No employee shall perform work on such a basis. The provisions of this clause shall apply notwithstanding the fact that the employer or employee may supply a small quantity of the material or plant required.

9. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

(1) (a) Wages, earnings for overtime and all other remunerations due shall be paid in cash weekly not later than 4.45 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee.

(b) Payments may, however, be made on days prior to Friday if agreed to by the employer and employee; provided the employer notifies the Council. When a Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding. In the case of non-compliance with this sub-clause, on termination of employment, an employer shall pay such an employee all wages, allowances and other remunerations right up to the time such payment is made in respect of every working hour or part of working hour from the time of termination of employment till the time of final payment.

(c) Unskilled employees shall be paid their wages in envelopes accompanied by a statement giving particulars of how the amount concerned is arrived at.

(2) Subject to clause 16, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer by any law or any order of any competent court is required or permitted to make.

10. DAYS AND HOURS OF WORK.

Subject to the provisions of clause 11 no employer shall require or permit an employee other than an employee engaged on patrolling premises and guarding property for whom wages are prescribed in clause 4 to work and no such employee shall work—

- (a) for more than 45 hours in any one week or for more than nine hours in any one day, in the case of an unskilled labourer engaged on the loading or unloading of goods;
- (b) for more than 44 hours in any one week or more than eight hours 48 minutes in any one day, in the case of all other employees;
- (c) for longer than five hours without a break of at least one hour.

11. OVERTIME.

(1) An employer shall not require or allow an employee to work overtime. Permission to work overtime on essential services shall first be obtained in writing by the employer from the Council except in cases of emergency, in which event the employer shall report to the Local Committee of the Council in the area concerned within four hours of the time such emergency has arisen.

(2) Any employee who is required to work any time outside the hours as prescribed in clause 10 of this Agreement shall be paid—

- (a) at the ordinary rate of wages plus the holiday fund allowance prescribed for the class of employee concerned in clause 6, for the first one hour overtime worked per day from Mondays to Fridays; and
- (b) at one and a quarter times his ordinary rate of wages for all overtime in excess of one hour per day from Mondays to Fridays, and for any overtime worked up to noon on a Saturday;
- (c) the ordinary hours of work plus overtime shall not exceed 56 hours per week.

12. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than two working days' notice of such termination of employment to the employer or the employee, as the case may be.

(2) An employer may give an employee two working days' pay in lieu of the notice to which the employee is entitled.

(3) An employee may pay to his employer two working days' pay in lieu of the notice to which such employer is entitled.

(4) No notice of termination of employment shall be required if the employee concerned has worked for less than 12 hours with the same employer.

13. LATRINES.

Werkgewers moet op alle werke behoorlike afsonderlike sanitêre geriewe vir Blankes en nie-Blankes verskaf en waar rioolpunte bestaan, moet, voordat met die uitvoering van die werk begin word, latrines daarby aangesluit word ooreenkomstig die munisipale verordeninge. In ander gevalle, waar van ander stelsels gebruik gemaak moet word, moet behoorlike daaglikse toesig gehou word om sindelikeid te verseker. Die bepalings van hierdie klousule met betrekking tot die aansluiting van latrines by rioolpunte is nie in die munisipale gebied van Pretoria, waar die verordeninge betreffende tydelike latrines nagekom moet word, van toepassing nie.

14. UITVOERING VAN OOREENKOMS.

Die Raad is verantwoordelik vir die uitvoering van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers meningsuitings uitreik wat nie met die bepalings daarvan strydig is nie en alle sake waarvoor 'n onderkomitee 'n besluit moet of mag neem, kan deur die persoon wat hom deur die besluit veronreg voel, by wyse van appèl na die Raad verwys word.

15. VRYSTELLINGS.

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

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

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

(4) 'n Vrystellingstifikaat kan gedurende die termyn 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 meegebring word deur 'n vrystellingstifikaat wat ooreenkomstig die bepalings van hierdie klousule uitgereik is.

16. UITGAWE VAN DIE RAAD.

Met die doel om die Raad se uitgawe te bestry, moet elke werkgewer weekliks van die dienste van elkeen van sy werknemers wat onder klousule 4 (1) val, 'n bedrag van 'n half sent per week aftrek en by die bedrag wat aldus afgetrek word 'n gelyke bedrag voeg en maandeliks die totale bedrag voor of op die 15de van die maand na die maand ten opsigte waarvan sulke aftrekking gedoen is, aan die Sekretaris van die Nywerheidsraad stuur, saam met die voorgeskrewe vorm wat van die Raad verkrygbaar is, en toon hoe dié bedrae verkry is.

17. AGENTE.

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

- Alle persele of plekke waar die Bounywerheid uitgeoefen word, te enigertyd te betree as hy redelike aanleiding het om te glo dat 'n persoon daar in diens is;
 - enige persoon wat hy in of by die perseel of plek aantref, hetsy alleen of in teenwoordigheid van 'n ander persoon wat hy geskik ag, mondelings te ondervra in verband met sy sake wat op hierdie Ooreenkoms betrekking het, en van daardie persoon te vereis dat hy die vrae wat gestel word, beantwoord;
 - te eis dat die boeke, tydstate, aantekeninge en dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie ooreenkoms nagekom word, voor te lê en dit te inspekteer, te ondersoek en afskrifte daarvan te maak.
- (2) Die agent kan 'n tolk by sy betreding, inspeksie of ondersoek saamneem.

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

18. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Geen werk mag gedurende ondergenoemde tydperke in die Nywerheid verrig word nie:—

Tussen 4.54 nm. op 22 Desember 1961 en 7.06 vm. op 15 Januarie 1962.

Tussen 4.54 nm. op 14 Desember 1962 en 7.06 vm. op 7 Januarie 1963.

Tussen 4.54 nm. op 13 Desember 1963 en 7.06 vm. op 6 Januarie 1964.

(2) Geen werkgewer mag 'n werknemer verplig om gedurende die verloftydperk wat in subklousule (1) voorgeskryf word of op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag werk in die Nywerheid te verrig nie, en geen werknemer mag gedurende genoemde tydperke en vakansiedae werk in die Nywerheid verrig nie.

13. LATRINES.

Proper sanitary accommodation shall be provided by employers on all jobs for Europeans and non-Europeans separately, and wherever sewerage points exist, lavatories must be connected thereto before the job is started and to comply with the municipal by-laws. In other cases where other systems have to be used, proper and daily supervision must be carried out so as to ensure cleanliness. The provisions of this clause relating to the connection of lavatories to sewerage points shall not apply to the municipal area of Pretoria, where the by-laws in regard to temporary latrines must be observed.

14. ADMINISTRATION OF AGREEMENT.

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

15. 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) 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.

16. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct weekly from the earnings of each of his employees falling within clause 4 (1), an amount of half cent per week and to the amount so deducted shall add an equal amount and forward monthly, on or before the 15th of the month following that in respect of which such deductions have been made, the total sum to the Secretary of the Industrial Council together with the prescribed form which may be obtained from the Council, showing how these amounts have been arrived at.

17. AGENTS.

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

- enter any premises or place in which the building industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- orally examine, either alone or in the presence of any other persons he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;
- require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering, inspecting or examining, may take with him an interpreter.

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

18. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) No work shall be performed in the Industry during the periods stated hereunder:—

Between 4.54 p.m. on the 22nd December, 1961, and 7.06 a.m. on the 15th January, 1962.

Between 4.54 p.m. on the 14th December, 1962, and 7.06 a.m. on the 7th January, 1963.

Between 4.54 p.m. on the 13th December, 1963, and 7.06 a.m. on the 6th January, 1964.

(2) No employer shall require any employee to perform, and no employee shall perform any work in the Industry during the holiday period prescribed in sub-clause (1) nor on Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day.

19. VERTONING VAN OOREENKOMS.

Elke werkgever moet in elke werkwinkel en by elke werk of werf waar hy sy bedryf uitoefen, op 'n in die oog lopende plek wat maklik vir al sy werknemers toeganklik is, 'n leesbare eksemplaar van die Ooreenkoms in albei amptelike tale en in die vorm by die regulasies kragtens die Wet voorgeskryf, vertoon.

20. INDIENSNEMING VAN JEUGDIGES.

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

21. ALGEMEEN.

Geen werkgever of werknemer kan die bepalings van hierdie Ooreenkoms ter syde stel nie, hetsy genoemde bepalings 'n voordeel of 'n verpligting vir die betrokke werkgever of werknemer verteenwoordig of nie. Elke bepaling, subklousule of klousule skep, na gelang van die geval, 'n reg of verpligting, ongeag die bestaan van ander bepalings. Ingeval enige bepaling, subklousule of klousule van hierdie Ooreenkoms buite werking of *ultra vires* die bevoegdhede van die partye of Minister gestel word, ditsy voor of na publikasie van hierdie Ooreenkoms deur die Minister in die *Staatskoerant* kragtens die bepalings van die Wet raak dit in geen enkele opsig die orige gedeelte van die Ooreenkoms nie, wat dan in dié geval die Ooreenkoms uitmaak.

Namens die partye by die Raad op hede die 19de dag van April 1961 te Johannesburg onderteken.

F. L. A. BUCHANAN,
Voorsitter van die Raad.

H. H. LOBBAN,
Ondervoorsitter van die Raad.

T. J. MARCHAND,
Sekretaris van die Raad.

No. 389.]

[11 Augustus 1961.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid, Transvaal, gepubliseer by Goewermmentskennisgewing No. 388 van 11 Augustus 1961, oor die algemeen vir persone wie se werke en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 390.]

[11 Augustus 1961.]

WET OP OORLOGSMAATREËLS, 1940.

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

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie besoldiging voorgeskryf word in subklousule (1) van klousule 4 van die Ooreenkoms vir die Bou- en Monumentklipmesselnywerheid, Transvaal, gepubliseer by Goewermmentskennisgewing No. 388 van 11 Augustus 1961.

M. VILJOEN,
Adjunk-minister van Arbeid.

19. EXHIBITION OF AGREEMENT.

Each employer shall exhibit a legible copy of this Agreement in both official languages and in the form prescribed by the regulations under the Act, in every workshop, job or yard where he carries on his business in a conspicuous position easily accessible to all his employees.

20. EMPLOYMENT OF JUVENILES.

No minors under the age of 15 years shall be employed in the industry.

21. GENERAL.

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

Signed at Johannesburg on behalf of the parties to the Council on this 19th day of April, 1961.

F. L. A. BUCHANAN,
Chairman of the Council.

H. H. LOBBAN,
Vice-Chairman of the Council.

T. J. MARCHAND,
Secretary of the Council.

No. 389.]

[11 August 1961.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

BUILDING AND MONUMENTAL MASONRY INDUSTRY, TRANSVAAL.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industry, Transvaal, published under Government Notice No. 388 of the 11th August, 1961, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 390.]

[11 August 1961.]

WAR MEASURES ACT, 1940.

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

BUILDING AND MONUMENTAL MASONRY INDUSTRY, TRANSVAAL.

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, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom remuneration is prescribed in terms of sub-clause (1) of clause 4 of the Agreement for the Building and Monumental Masonry Industry, Transvaal, published under Government Notice No. 388 of the 11th August, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien 3% rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Republiek gedoen kan word.

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- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

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