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23 OKTOBER

[No. 929.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1659.] [23 October 1964.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

PYROTECHNICAL MANUFACTURING INDUSTRY.

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) as applied by sub-section (9) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Pyrotechnical Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 28th February, 1967, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;
- (b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 5 (3) (f), shall be binding from the second Monday after the date of publication of this notice and for the period ending the 28th February, 1967, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Wynberg; and
- (c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the Magisterial District of Wynberg and from the second Monday after the date of publication of this notice and for the period ending the 28th February, 1967, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 5 (3), (f), shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1659.] [23 Oktober 1964.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

VUURWERKNYWERHEID.

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

- (a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9), van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vuurwerknywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1967 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1), soos toegepas by subartikel (9), van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (3) (f), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1967 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 landdrostdistrik Wynberg; en
- (c) kragtens paragraaf (a) van subartikel (3), soos toegepas by subartikel (9), van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (3) (f), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1967 eindig, in die landdrostdistrik Wynberg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1956.

CONCILIATION BOARD AGREEMENT FOR THE
PYROTECHNICAL MANUFACTURING INDUSTRY.

AGREEMENT

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

South African Pyrotechnical Workers' Union

of the one part (hereinafter referred to as "the employees" or "the trade union"), and

Ronden Manufacturing Company (Pty.), Ltd.,

of the other part (hereinafter referred to as "the employer").

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Pyrotechnical Manufacturing Industry in the Magisterial District of Wynberg by the employer and by the employees who are members of the trade union.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in operation until the 28th February, 1967, or such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

"journeyman" means a skilled tradesman or artisan and for the purpose of this definition the expression "skilled tradesman or artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, as amended, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

"journeyman's assistant" means an employee who has not served an apprenticeship as a tradesman, makes packing cases, repairs doors and locking devices on doors and assists a carpenter generally;

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

"chargehand" means an employee who is appointed by the factory manager or his deputy to assist his foreman in a supervisory capacity;

"chargehand dummy sample manufacturing" means an employee who supervises dummy sample manufacturing operations and who may perform all operations in connection with dummy sample manufacture;

"chauffeur" means an employee who is engaged in driving a motor vehicle designed to carry passengers and used for the conveyance of his employer, personnel, clients or visitors;

"checker" means an employee who collects goods from workers, moves goods produced, records quantities of goods produced, cleans cubicles, cleans empty buildings and performs messenger duties for the foreman;

"display section worker" means an employee engaged in the display section of the factory, who performs the following operations in connection with pyrotechnics: Fills composition into tubes, covers tubes, manufacture stars, primes fireworks, assembles components, manufacture wooden frames and who may operate a power-driven circular or bandsaw, a drilling machine, a sanding machine and a duco spray plant;

"drivers assistant" means an employee who on the instructions and under supervision of a motor vehicle driver collects cash and receives and delivers goods into or from the vehicle;

"experience" means the total period or periods of employment which an employee has had in his or her particular occupation in the Pyrotechnical Manufacturing Industry;

"Industry" means the Pyrotechnical Manufacturing Industry;

"grade 1 employee, male," means an employee engaged in one or more of the following capacities or operations:—

- (1) Soldering (other than induction) including cleaning and sealing of components;
- (2) all gauging operations;
- (3) weighing and mixing of chemicals;
- (4) filling by hand (other than fountains and roman candles);
- (5) spot welding;
- (6) stencilling by means of spray pump;
- (7) bending jumping jacks by hand;

BYLAE.

WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAADOOREENKOMS VIR DIE
VUURWERKNYWERHEID.

OOREENKOMS

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

South African Pyrotechnical Workers' Union

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

Ronden Manufacturing Company (Pty.), Ltd.,

aan die ander kant (hieronder die „werkgever” genoem).

1. TOEPASSINGSGEBIED EN BESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die Vuurwerknwyerheid in die landdrostdistrik Wynberg deur die werkgever en die werknemers wat lede van die vakvereniging is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone in klousule voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ooreenkomsig artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, vasstel, en bly van krag tot 28 Februarie 1967, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in dié Wet, en tensy onbestaanbaar met die samehang, beteken—

„vakman” 'n geskoolde vakman of ambagsman, en vir die toepassing van hierdie woordomskrifing beteken die uitdrukking „geskoolde vakman of ambagsman” 'n persoon wat sy leertyd uitgedien het in 'n bedryf wat ooreenkomsig die Wet op Vakleerlinge, 1944, soos gewysig, aangewys is of wat geag word dienoooreenkomsig aangewys te gewese het, of wat in besit is van 'n sertifikaat van bekwaamheid deur die Registrateur van Vakleerlinge ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik, of 'n sertifikaat wat deur genoemde Registrateur ingevolge of artikel twee (7) of artikel sewe (3) van genoemde Wet aan hom uitgereik is;

„vakman se hulp” 'n werknemer wat nie 'n leertyd as vakman uitgedien het nie, wat pakkiste maak, deure en sluittoestelle aan deure heelmaak en 'n skrynerker oor die algemeen help;

„los werknemer” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

„onderbaas” 'n werknemer wat deur die fabrieksbestuurder of sy plaasvervanger aangestel is om sy voorman in 'n toesighoudende hoedanigheid te help;

„onderbaas by vervaardiging van blinde monsters” 'n werknemer wat toesig hou oor die vervaardiging van blinde monsters en wat al die werksaamhede kan verrig in verband met die vervaardiging van blinde monsters;

„chauffeur” 'n werknemer wat 'n motorvoertuig bestuur wat bedoel is vir die vervoer van passasiers en gebruik word vir die vervoer van sy werkgever, personeel, kliente of besoekers;

„nasioner” 'n werknemer wat goedere by werkers insamel, vervaardigde goedere verskuif, aantekening hou van goedere geproduseer, afskortinkies skoonmaak, leë geboue skoonmaak en bodedienste vir die voorman verrig;

„vertoonafdelingwerker” 'n werknemer in diens in die vertoonafdeling van die fabriek wat die volgende werksaamhede in verband met vuurwerk verrig: Buise met komposisie volmaak; buise toemaak; sterre vervaardig; lonte in vuurwerk insit; onderdele inmeekaarsit; houtrame maak, en wat 'n kragaangedrewe sirkelsaag of bandsaag of 'n boormasjien, 'n skuurmasjien en 'n duco-spuitininstallasie kan bedien;

„motorvoertuigbestuurder se hulp” 'n werknemer wat op las en onder die toesig van 'n motorvoertuigbestuurder kontant invorder en goedere in die voertuig ontvang of daaruit aflewer;

„ondervinding” die totale tydperk of tydperke diens wat 'n werknemer in sy of haar besondere werk in die Vuurwerknwyerheid gehad het;

„Nywerheid” die Vuurwerknwyerheid;

„graad 1-werknemer, man,” 'n werknemer in diens in een of meer van die volgende hoedanigede of wat een of meer van die volgende werksaamhede verrig:—

- (1) Soldeerwerk (uitgesonderd met induksie) met inbegrip van die skoonmaak en verseëling van onderdele;
- (2) alle ykwerksaamhede;
- (3) chemikalieë weeg en meng;
- (4) met die hand volmaak (uitgesonderd fonteintjies en Romeinse kerse);
- (5) puntsweising;
- (6) sjabloonwerk met 'n spuitpomp;
- (7) springmannetjies met die hand buig;

- (8) dipping sparklers by hand;
- (9) stores assistant;
- (10) operating one or more of the following machines:—
 - (a) Roto printing machine;
 - (b) Barrel powder mill;
 - (c) paper grinding machine;
 - (d) power press;

"grade I employee, male, qualified," means a grade I employee, male, who has had not less than two years' experience;

"grade I employee, male, unqualified," means a grade I employee, male, who has had less than two years' experience;

"grade I employee, female," means an employee engaged in one or more of the following capacities or operations:—

- (1) Weighing of chemicals;
- (2) filling by hand;
- (3) all gauging operations;
- (4) chargehand, dummy sample manufacturing;
- (5) clay plugging by hand or machine;
- (6) completing fireworks by assembling components;
- (7) covering filled fireworks;
- (8) display section workers;
- (9) hand rolling tubes for fireworks;
- (10) "filling and flattening" jumping jacks by machine;
- (11) filling roman candles, fountains and coloured fires by hand;
- (12) loading sparkler frames by hand;
- (13) packing of orders;
- (14) packing assorted boxes;
- (15) parcelling fireworks;
- (16) sewing and mending protective clothing;
- (17) preparing prime cotton cambric;
- (18) operating a power press;

"grade I employee, female, qualified," means an employee who has had not less than eighteen months' experience;

"grade I employee, female, unqualified," means an employee, who has had less than eighteen months' experience;

"grade II employee, male," means an employee engaged in one or more of the following capacities or operations:—

- (1) Punching, bending, seaming, cutting or shearing by hand, rolling other than paper tube rolling, flanging, dimpling, flaring, rivetting, expanding, seating, reaming, grooving, drilling holes, trimming, threading spinning and rimming;
- (2) assembling, filling and preparing of components (including cleaning and degreasing);
- (3) varnishing, finishing, packing and waxing;
- (4) stencilling on boxes using a branding iron;
- (5) pickling (including preparing of pickling soda);
- (6) operating a hand press or hand seam locking machine;
- (7) box assembling;
- (8) display section worker;
- (9) filling fountains and roman candles by hand;
- (10) checker;
- (11) drivers assistant;
- (12) operating one or more of the following power-driven machines:—
 - (a) Bandsaw;
 - (b) edge runner mill;
 - (c) parting-off paper tubes;
 - (d) slitting of paper;

"grade II employee, male, qualified," means an employee who has had not less than eighteen months' experience;

"grade II employee, male, unqualified," means an employee who has had less than eighteen months' experience;

"grade II employee, female," means an employee engaged in one or more of the following capacities or operations:—

- (1) Assembling, fitting and preparing of components (including cleaning and air testing);
- (2) stencilling by brush, roller or screening;
- (3) varnishing, finishing, packing and waxing;
- (4) covering empty tubes for fireworks;
- (5) dummy sample manufacturing;
- (6) dyeing components for fireworks;
- (7) impregnating touch paper by machine or by hand;
- (8) filling bangs, and/or fuses to inners by hand;
- (9) laundering protective clothing, uniforms and overalls;
- (10) packing trays, and sparklers;
- (11) pasting papers and/or remarking fireworks;
- (12) preparation of components for fireworks by hand;
- (13) priming fireworks, and/or fuses by hand;
- (14) punching stars;
- (15) sealing by hand;
- (16) touch papering empty tubes, fuses and rockets by hand;
- (17) tying jumping jacks and/or chokes of fireworks and cutting string;
- (18) twisting touch paper;
- (19) wrapping chlorate lines for assorted packs by hand.

"grade II employee, female, qualified," means an employee, who has had not less than eighteen months' experience;

- (8) vonkelaars met die hand indoop;
- (9) pakhuisassistent;
- (10) een of meer van die volgende masjiene bedien:—
 - (a) Roto-drukmasjien;
 - (b) trommelkruidmeul;
 - (c) papiermaalmasjien;
 - (d) kragpersmasjien;

"graad I-werknemer, man, gekwalifiseer," 'n manlike graad I-werknemer met minstens twee jaar ondervinding;

"graad I-werknemer, man, ongekwalifiseer," 'n manlike graad I-werknemer met minder as twee jaar ondervinding;

"graad I-werknemer, vrou," 'n werknemer in diens in een of meer van die volgende hoedanighede of wat een of meer van die volgende werksaamhede verrig:—

- (1) Chemikalieë afweeg;
- (2) met die hand volmaak;
- (3) alle ykwerksaamhede;
- (4) onderbaas by vervaardiging van blinde monsters;
- (5) met klei toestop, met die hand of masjien;
- (6) vuurwerk voltooi deur onderdele inmeekaar te sit;
- (7) volgemaakte vuurwerk toemaak;
- (8) vertoonafdelingwerkers;
- (9) buise vir vuurwerk met die hand rol;
- (10) springmannetjies met 'n masjien volmaak en platdruk;
- (11) Romeinse kerse, fonteintjies en gekleurde vure met die hand volmaak;
- (12) vonkelaarrame met die hand laai;
- (13) bestellings verpak;
- (14) verskeidenheidsdose verpak;
- (15) vuurwerk in pakkies opmaak;
- (16) beskermende klere stik en heelmaak;
- (17) primêre katoensypapier voorberei;
- (18) 'n kragpersmasjien bedien;

"graad I-werknemer, vrou, gekwalifiseer," 'n werknemer met minstens 18 maande ondervinding;

"graad I-werknemer, vrou, ongekwalifiseer," 'n werknemer met minder as 18 maande ondervinding;

"graad II-werknemer, man," 'n werknemer in diens in een of meer van die volgende hoedanighede of wat een of meer van die volgende werksaamhede verrig:—

- (1) 'n Ponswerk, buigwerk, naatwerk, met die hand sny of afsny, rolwerk uitgesonderd die rol van papierbuis, flensing, kuiltjies maak, oopsperding, klinkwerk, uitdrukkingswerk, inbedwerk, ruimwerk, groefwerk, gaatjies boor, afwerking, draadsny-, spin- en omrandwerk;
- (2) onderdele bymeekaarmaak, vul en voorberei (met inbegrip van skoonmaak en ghriesverwydering);
- (3) vernis, afwerking, verpakking en bewassing;
- (4) sjabloonwerk op dose met 'n brandyster;
- (5) byting (met inbegrip van die bereiding van bytsoda);
- (6) 'n handpers, of 'n handnaatafsluitingsmasjien bedien;
- (7) dose inmeekaarsit;
- (8) vertoonafdelingwerker;
- (9) fonteintjies en Romeinse kerse met die hand volmaak;
- (10) nasiener;
- (11) motorvoertuigbestuurder se hulp;
- (12) een of meer van die volgende kragmasjiene bedien:—
 - (a) Bandsaag;
 - (b) randmeule;
 - (c) papierbuisverdelers;
 - (d) papiersplitter.

"graad II-werknemer, man, gekwalifiseer," 'n werknemer met minstens 18 maande ondervinding;

"graad II-werknemer, man, ongekwalifiseer," 'n werknemer met minder as 18 maande ondervinding;

"graad II-werknemer, vrou," 'n werknemer in diens in een of meer van die volgende hoedanighede of wat een of meer van die volgende werksaamhede verrig:—

- (1) Onderdele bymeekaarmaak, inmeekaarsit en voorberei (met inbegrip van skoonmaak en lugtoetsing);
- (2) met 'n kwas, roller of skerm sjabloneerwerk verrig;
- (3) verniswerk, afwerking, verpakking en bewassing;
- (4) leë buise vir vuurwerk toemaak;
- (5) vervaardiging van blinde monsters;
- (6) onderdele vir vuurwerk kleur;
- (7) lontpapier met die hand of 'n masjien inpregneer;
- (8) groot klappers met die hand volmaak en/of lonte met die hand in binnedele insteek;
- (9) beskermende klere, uniforms en oorpakke was en stryk;
- (10) plat dose en vonkelaars verpak;
- (11) papier plak en/of vuurwerk weer eens merk;
- (12) onderdele vir vuurwerk met die hand voorberei;
- (13) vuurwerk en/of lonte met die hand van ontstekingslading voorsien;
- (14) sterre uitpons;
- (15) met die hand verseël;
- (16) leë buise, lonte en vuurpyle met die hand van lontpapier voorsien;
- (17) springmannetjies en/of smoorstukke van vuurwerk bind en tou afsny;
- (18) lontpapier opdraai;
- (19) chloraatvuurwerk vir verskeidenheidspakkies met die hand toedraai;

"graad II-werknemer, vrou, gekwalifiseer," 'n werknemer met minstens 18 maande ondervinding;

"grade II employee, female, unqualified," means an employee who has had less than eighteen months' experience;

"grade III employee, male," means an employee engaged in one or more of the following capacities or operations:—

- (1) Blackmatch preparation by hand and machine;
- (2) sealing fireworks by hand;
- (3) operating one or more of the following power-driven machines:—
 - (a) Choking;
 - (b) crimping;
 - (c) fuse cutting;
 - (d) glue mixing;
 - (e) semi automatic rolling machine;
 - (f) stapling machine;

"grade III employee, male, qualified," means an employee who has had not less than twelve months' experience;

"grade III employee, male, unqualified," means an employee who has had less than twelve months' experience;

"long service" means an employee shall qualify for a long service allowance after being in the employment of the Company for a total period of not less than five years and ten years as the case may be;

"machine or plant operator" means an employee who operates, attends, starts and stops a power-driven machine and who may make adjustments thereto and/or feed or take off from such machine; and the expression "operating or attending a machine" has a corresponding meaning;

"handyman" means an employee, who is engaged in making minor repairs or adjustments to machinery, plant or other equipment, other than machinery, plant or equipment directly used in the manufacture of the products of an establishment, and who may effect repairs or renovations on buildings;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with section twenty-two (1) and (2) of the Defence Act, 1957, but does not include training he may elect to undergo in terms of section twenty-three of the said Act nor any training for which he volunteers or which he elects to undergo;

"motor vehicle driver" means an employee engaged in driving a motor vehicle, which includes a passenger bus, and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his point in readiness to drive;

"Pyrotechnical Manufacturing Industry" means the Industry in which an employer and his employee are associated in the manufacturing of pyrotechnics;

"special grade employee" means an employee engaged in one or more of the following capacities or operations:—

- (1) Welding other than spot welding;
- (2) induction soldering;
- (3) tube rolling (paper) automatic;
- (4) spray painting other than stencilling;
- (5) lathe operations;
- (6) die stamping;
- (7) power guillotine operator;
- (8) tinning;
- (9) journeyman's assistant;

"remuneration" shall have the same meaning prescribed to it as in its definition in the Industrial Conciliation Act, 1956;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to a general breakdown of plant or machinery, or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency or owing to slackness of trade or shortage of raw materials;

"storeman" means an employee who is responsible for receiving, issuing, moving and packing of goods in store buildings, the cleanliness of store buildings and who may operate a ticket printing machine;

"stores assistant" means an employee who under the supervision of the storeman receives goods into, or issues goods from stores, maintains stock records and may generally assist the storeman in any of his duties;

"unladen weight" means the weight of any vehicle and or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

"unskilled employee, male," means an employee who is engaged in one or more of the following duties or capacities:—

- (1) Journeymen's assistant;
- (2) cleaning premises and utensils;
- (3) gate attendant;
- (4) garden boy;
- (5) making tea and similar beverages;
- (6) messenger;
- (7) moving and stacking goods;
- (8) opening and closing bales, packages, etc.;

"graad II-werknemer, vrou, ongekwalifiseer," 'n werknemer met minder as 18 maande ondervinding;

"graad III-werknemer, man" 'n werknemer in diens in een of meer van die volgende hoedanighede of wat een of meer van die volgende werksaamhede verrig:—

- (1) Blackmatch-bereiding met die hand en masjien;
- (2) vuurwerk met die hand verseël;
- (3) een of meer van die volgende kragmasjiene bedien:—
 - (a) Smoormasjien;
 - (b) krimpmasjien;
 - (c) lonsnymasjien;
 - (d) gommengmasjien;
 - (e) halfoutomatiese rolmasjien;
 - (f) krammasjien;

"graad III-werknemer, man, gekwalifiseer," 'n werknemer met minstens 12 maande ondervinding;

"graad III-werknemer, man, ongekwalifiseer," 'n werknemer met minder as 12 maande ondervinding;

"lang diens" dat 'n werknemer vir 'n langdienstoelae in aanmerking kom nadat hy vir 'n totale tydperk van minstens vyf en tien jaar, na gelang van die geval, in diens van die maatskappy was;

"masjien- of installasiebediener" 'n werknemer wat 'n kragmasjien bedien, oppas, aan die gang sit of tot stilstand bring, en wat so 'n masjien kan stel en/of dit voer of daarvan afneem; en die uitdrukking "n masjien bedien of oppas" het 'n ooreenstemmende betekenis;

"faktotum" 'n werknemer wat geringe herstelwerk of verstelings aan masjinerie, installasie of ander uitrusting doen, uitgesonderd masjinerie, installasie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van 'n bedryfsinrigting, en wat herstel- of opknappingswerk aan geboue kan doen;

"militêre opleiding" die ononderbroke opleiding wat daar van 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, vereis word, om te ondergaan, maar nie ook enige opleiding wat hy kan verkies om ooreenkomstig artikel drie-en-twintig van genoemde Wet te ondergaan of enige ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig, met inbegrip van 'n passasiersbus, bestuur, en vir die toepassing van hierdie woordskrywing omvat "n motorvoertuig bestuur" alle tydperke wat daar bestuur word, asook enige tyd deur die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te bestuur;

"Vuurwerknerywerheid" die nywerheid waarin 'n werkgewer en sy werknemer met mekaar geassosieer is in die vervaardiging van vuurwerk;

"spesiale graad-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede of wat een of meer van die volgende werksaamhede verrig:—

- (1) Sweiswerk, uitgesonderd puntsweising;
- (2) induksiesweiswerk;
- (3) die rol van buise (papier) (outomaties);
- (4) spuitverfwerk, uitgesonderd sjabloneer;
- (5) draaibankwerksaamhede;
- (6) stempelsny;
- (7) bediener van 'n kragvalmes;
- (8) vertinning;
- (9) vakman se hulp;

"besoldiging" dieselfde as die betekenis wat daaraan geheg word in die woordskrywing daarvan in die Wet op Nywerheidsversoening, 1956;

"korttyd" 'n tydelike vermindering in die getal gewone werkers weens 'n algemene onklaarraking van installasie of masjinerie, of 'n ineenstorting of dreigende ineenstorting van geboue veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval of weens 'n slapte in die bedryf of 'n tekort aan grondstowwe;

"pakhuisman" 'n werknemer wat daarvoor verantwoordelik is om goedere in pakhuisgeboue te ontvang, uit te reik, te verskuif en te verpak, en ook vir die sindelikeheid van pakhuisgeboue en wat 'n kaartjiedrukmasjien kan bedien;

"pakhuisassistent" 'n werknemer wat onder die toesig van die pakhuisman, goedere in 'n pakhuis ontvang of goedere daarvandaan uitreik, wat voorraadregisters byhou en die pakhuisman oor die algemeen met enigeen van sy pligte help;

"onbelaste gewig" die gewig van enige voertuig en/of sleepwa soos gemeld in 'n lisensie of sertifikaat uitgereik deur 'n lisensie-owerheid ten opsigte van sodanige voertuig of sleepwa;

"ongeskoolde werknemer, man," 'n werknemer in diens in een of meer van die volgende hoedanighede of wat een of meer van die ondergenoemde pligte verrig:—

- (1) Vakman se hulp;
- (2) persele en gerei skoonmaak;
- (3) hekwagter;
- (4) tuinjong;
- (5) tee en dergelike drankte maak;
- (6) bode;
- (7) goedere verskuif en opstapel;
- (8) bale, pakkies, ens., oop- en toemaak;

- (9) sanitation attendant;
- (10) serving tea and similar beverages;
- (11) van attendant;

"wage" means the consolidated weekly wage payable in money to an employee in terms of clause 4 in respect of the ordinary hours of work laid down in clause 6, or where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount;

"watchman" means an employee engaged in guarding premises and/or property by day or by night;

(2) In classifying an employee for the purpose of this Agreement he shall be deemed to be in the class in which he is wholly or mainly employed.

4. REMUNERATION.

(1) The minimum weekly wage that shall be paid to the under-mentioned classes of employees shall be as follows:—

(a) *Employees Other than Casual Employees:—*

	Consolidated Weekly Wage. R
(1) Journeyman.....	28.35
Long service after five years.....	29.77
Long service after ten years.....	32.75
(2) Chargehand.....	13.35
Long service, after five years.....	14.52
Long service, after ten years.....	15.97
(3) Chauffeur.....	9.65
Long service, after five years.....	10.70
Long service, after ten years.....	11.77
(4) Driver of a motor vehicle, the unladen weight of which:—	
(a) Does not exceed 6,000 lb.....	14.52
long service, after five years.....	15.28
long service, after ten years.....	16.81
(b) exceeds 6,000 lb.....	16.83
long service, after five years.....	18.07
long service, after ten years.....	19.88
(5) Handyman.....	21.00
Long service, after five years.....	22.05
Long service, after ten years.....	24.26
(6) Unskilled employee.....	7.28
Long service, after five years.....	7.65
Long service after, ten years.....	8.42
(7) Watchman.....	8.28
Long service, after five years.....	9.65
Long service, after ten years.....	10.62
(8) Special grade employee, qualified.....	12.06
Long service, after five years.....	13.52
Long service, after ten years.....	14.87
Special grade employee, unqualified:—	
During first six months experience.....	9.65
During second six months experience...	10.32
During third six months experience.....	11.01
During fourth six months experience...	11.39
(9) Grade 1 employee, male, qualified.....	10.70
Long service, after five years.....	12.16
Long service, after ten years.....	13.38
Grade 1 employee, male, unqualified:—	
During first six months experience.....	8.28
During second six months experience...	8.96
During third six months experience.....	9.65
During fourth six months experience...	10.03
(10) Grade 1 employee, female, qualified.....	8.28
Long service, after five years.....	8.96
Long service, after ten years.....	9.86
Grade 1 employee, female, unqualified:—	
During first six months experience.....	6.73
During second six months experience...	7.28
During third six months experience.....	7.91
(11) Grade II employee, male, qualified.....	8.96
Long service, after five years.....	9.65
Long service, after ten years.....	10.62
Grade II employee, male, unqualified:—	
During first six months experience.....	7.28
During second six months experience...	7.91
During third six months experience.....	8.28

- (9) sanitasiebediende;
- (10) tee en derglike drankie bedien;
- (11) afleweringswabebediende;

"loon" die gekonsolideerde weekloon in kontant aan 'n werknemer betaalbaar ingevolge klousule 4 ten opsigte van die gewone werkure in klousule 6 bepaal, of waar 'n werkgewer gereeld 'n hoër bedrag betaal as dié aldus voorgeskryf, beteken dit sodanige hoër bedrag;

"wag" 'n werknemer wat persele en/of eiendom bedags of snags bewaak.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word hy geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam is.

4. BESOLDIGING.

(1) Die minimum weekloon wat aan ondergenoemde klasse werknemers betaal moet word, is soos volg:—

(a) Werknemers, uitgesonderd los werknemers:—

	Gekonsolideerde weekloon. R
(1) Vakman.....	28.35
Lang diens, na vyf jaar.....	29.77
Lang diens, na tien jaar.....	32.75
(2) Onderbaas.....	13.35
Lang diens, na vyf jaar.....	14.52
Lang diens, na tien jaar.....	15.97
(3) Chauffeur.....	9.65
Lang diens, na vyf jaar.....	10.70
Lang diens, na tien jaar.....	11.77
(4) Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig:—	
(a) Hoogstens 6,000 lb. is.....	14.52
Lang diens, na vyf jaar.....	15.28
Lang diens, na tien jaar.....	16.81
(b) Meer as 6,000 lb. is.....	16.83
Lang diens, na vyf jaar.....	18.07
Lang diens, na tien jaar.....	19.88
(5) Faktotum.....	21.00
Lang diens, na vyf jaar.....	22.05
Lang diens, na tien jaar.....	24.26
(6) Ongeskoolde werknemer.....	7.28
Lang diens, na vyf jaar.....	7.65
Lang diens, na tien jaar.....	8.42
(7) Wag.....	8.28
Lang diens, na vyf jaar.....	9.65
Lang diens, na tien jaar.....	10.62
(8) Spesiale graad-werknemer, gekwalifiseer.....	12.06
Lang diens, na vyf jaar.....	13.52
Lang diens, na tien jaar.....	14.87
Spesiale graad-werknemer, ongekwalifi- seer:—	
Gedurende eerste ses maande onder- vinding.....	9.65
Gedurende tweede ses maande onder- vinding.....	10.32
Gedurende derde ses maande onder- vinding.....	11.01
Gedurende vierde ses maande onder- vinding.....	11.39
(9) Graad I-werknemer, man, gekwalifiseer...	10.70
Lang diens, na vyf jaar.....	12.16
Lang diens, na tien jaar.....	13.38
Graad I-werknemer, man, ongekwalifi- seer:—	
Gedurende eerste ses maande onder- vinding.....	8.28
Gedurende tweede ses maande onder- vinding.....	8.96
Gedurende derde ses maande onder- vinding.....	9.65
Gedurende vierde ses maande onder- vinding.....	10.03
(10) Graad I-werknemer, vrou, gekwalifiseer...	8.28
Lang diens, na vyf jaar.....	8.96
Lang diens, na tien jaar.....	9.86
Graad I-werknemer, vrou, ongekwalifiseer:—	
Gedurende eerste ses maande onder- vinding.....	6.73
Gedurende tweede ses maande onder- vinding.....	7.28
Gedurende derde ses maande onder- vinding.....	7.91
(11) Graad II-werknemer, man, gekwalifiseer...	8.96
Lang diens, na vyf jaar.....	9.65
Lang diens, na tien jaar.....	10.62
Graad II-werknemer, man, ongekwalifi- seer:—	
Gedurende eerste ses maande onder- vinding.....	7.28
Gedurende tweede ses maande onder- vinding.....	7.91
Gedurende derde ses maande onder- vinding.....	8.28

	Consolidated Weekly Wage. R
(12) Grade II employee, female, qualified.	7.91
Long service, after five years.	8.28
Long service, after ten years.	9.11
Grade II employee, female, unqualified:—	
During first six months experience.	6.09
During second six months experience.	6.73
During third six months experience.	7.28
(13) Grade III employee, male, qualified.	8.28
Long service, after five years.	8.96
Long service, after ten years.	9.86
Grade III employee, male, unqualified:—	
During first six months experience.	7.28
During second six months experience.	7.91

(b) *Casual Employees.*—For each day or part of a day of employment, one-fifth of the weekly wage prescribed for the class of work performed.

(2) Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee on the date on which this Agreement comes into force and any employee who, on the said date, is in receipt of wages in excess of those prescribed for the class concerned in the Agreement shall continue to receive such higher rates whilst employed in the same occupation.

(3) *Cost of Living Allowance.*—The wage prescribed for employees in sub-clause (1) of this Agreement includes cost of living allowance payable in terms of War Measure No. 43 of 1942; provided that if the cost of living allowance in terms of War Measure No. 43 of 1942, as amended from time to time or any substituting or superseding legislation is increased, the remuneration of employees shall be increased accordingly provided further that the amount consolidated will for the purpose of the said War Measure or any substituting or superseding legislation count as cost of living allowance.

(4) *Basis of Contract.*—The basis of contract of employment of an employee other than a casual employee, shall be weekly and save as provided in sub-clause (6) hereof and clause (5) (3) an employee shall be paid in respect of any week, not less than the full weekly wage prescribed for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed or less.

(5) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefore, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed, shall pay to such employee a wage for all the ordinary hours of work of the factory on that day, at the higher wage rate prescribed.

(6) *Incremental Date.*—Increments payable in terms of this Agreement shall accrue and shall be paid as from the first full pay week in the months of January and July of each year so that any employee engaged after the first full pay week in January (or July) would receive an increment in July (or January) even if a half-year had not been worked.

5. PAYMENT OF REMUNERATION.

(1) *Employee, Other than a Casual Employee.*—Save as provided in clause 7 (2) wages and other amounts due to an employee, other than a casual employee, shall be paid in cash weekly, during the hours of work on Friday or on termination of employment if this takes place before Friday. Wages and other amounts shall be contained in a sealed envelope or other container and shall be accompanied by a written statement, to be retained by the employee, showing—

- employee's name or pay roll number;
- employee's occupation, or grade;
- wage;
- period in respect of which payment is made;
- number of ordinary and overtime hours worked;
- amounts due for ordinary hours and overtime worked—indicated separately;
- additional amounts paid (e.g. bonuses, etc.);
- details of deductions made by employer;
- actual amount paid to the employee.

(2) *Casual Employee.*—An employer shall pay the remuneration due to his casual employee in cash on termination of his employment.

	Gekonsolideerde weekloon. R
(12) Graad II-werknemer, vrou, gekwalifiseer.	7.91
Lang diens, na vyf jaar.	8.28
Lang diens, na tien jaar.	9.11
Graad II-werknemer, vrou, ongekwalifiseer:—	
Gedurende eerste ses maande onder- vinding.	6.09
Gedurende tweede ses maande onder- vinding.	6.73
Gedurende derde ses maande onder- vinding.	7.28
(13) Graad III-werknemer, man, gekwalifiseer.	8.28
Lang diens, na vyf jaar.	8.96
Lang diens, na tien jaar.	9.86
Graad III-werknemer, man, ongekwalifiseer:—	
Gedurende eerste ses maande onder- vinding.	7.28
Gedurende tweede ses maande onder- vinding.	7.91

(b) *Los werknemers.*—Vir elke dag of deel van 'n dag diens, een vyfde van die weekloon voorgeskryf vir die klas werk gedoen.

(2) Niks in hierdie Ooreenkoms kan die loon verminder wat aan 'n werknemer by die inwerkingtrekking van hierdie Ooreenkoms betaal word nie, en 'n werknemer wat op genoemde datum 'n hoër loon ontvang as dié wat vir die betrokke klas in die Ooreenkoms voorgeskryf word, moet steeds die hoër loon ontvang terwyl hy in dieselfde beroep werkzaam is.

(3) *Lewenskostoelae.*—Die loon vir werknemers in sub-klausule (1) van hierdie Ooreenkoms voorgeskryf sluit lewenskostoelae in wat ingevolge Oorlogsmaatreël No. 43 van 1942 betaalbaar is; met dien verstande dat, indien die lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, verhoog word, die besoldiging van werknemers dienooreenkomstig verhoog moet word, en voorts met dien verstande dat die gekonsolideerde bedrag vir die toepassing van genoemde Oorlogsmaatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, as lewenskostoelae gereken moet word.

(4) *Kontrakbasis.*—Die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, berus op 'n weeklikse grondslag en behoudens die bepalings van subklausule (6) hiervan en klausule (5) (3) moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat voorgeskryf word vir 'n werknemer van sy klas, afgesien daarvan of hy in daardie week die maksimum getal gewone ure wat voorgeskryf is, of minder, gewerk het.

(5) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, vir altesaam meer as een uur werk van 'n ander klas te verrig, waarvoor of—

(a) 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié van sy eie klas;

voorgeskryf word, moet die werknemer vir al die gewone werkure van die fabriek op daardie dag die voorgeskrewe hoër loon betaal.

(6) *Verhogingsdatum.*—Verhogings betaalbaar ooreenkomstig hierdie Ooreenkoms word verskuldig en moet betaal word vanaf die eerste volle betaalweek in die maande Januarie en Julie elke jaar sodat enige werknemer wat in diens geneem word ná die eerste volle betaalweek in Januarie (of Julie) 'n verhoging in Julie (of Januarie) sou ontvang, selfs al is daar nie 'n halfjaar gewerk nie.

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer.*—Behoudens die bepalings van klausule 7 (2), moet lone en ander bedrae wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant betaal word gedurende die werkure op Vrydag of by diensbeëindiging as dit vóór Vrydag plaasvind. Lone en ander bedrae moet in 'n verseëelde kovert of ander houër wees en moet vergesel gaan van 'n skriftelike staat, wat deur die werknemer gehou moet word, waarop die volgende voorkom:—

- Werknemer se naam of betaalstaatsnommer;
- werknemer se beroep of graad;
- loon;
- tydperk ten opsigte waarvan betaling gedoen word;
- getal gewone en oortydure gewerk;
- bedrae verskuldig vir gewone en oortydure gewerk—afsonderlik aangedui;
- bykomende bedrae betaal (bv. bonusse, ens.);
- besonderhede van bedrae wat die werkgewer afgetrek het;
- werklike bedrag aan die werknemer betaal.

(2) *Los werknemer.*—'n Werkgewer moet die besoldiging wat aan sy los werknemer verskuldig is, by beëindiging van sy diens in kontant betaal.

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

- (a) With the written consent of his employee, a deduction for holiday, savings, sick, insurance, provident or pension funds. Provided that in the case of a deduction for sick or provident funds the written consent of the employee need not be obtained.
- (b) Except where otherwise provided for in the Agreement whenever an employee is not at work, and such absence is not on the instructions or at the request of his employer: a deduction proportionate to the period of his absence calculated on the basis of his weekly remuneration which such an employee was receiving in respect of his ordinary hours of work at the time thereof.
- (c) A deduction of any amount which an employer by law or any order of any competent court is required or permitted to make.
- (d) A deduction in respect of any public holiday, other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or Boxing Day, on which an employee is required or permitted not to work, of the remuneration which he would have received had he worked on such day.
- (e) Whenever the ordinary hours of work prescribed are reduced on account of short-time, a reduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week. Provided that no deduction shall be made—
 - (i) in the case of short-time arising out of temporary slackness of trade or shortage of raw material or transport, unless the employer has given his employee notice of his intention so to reduce the ordinary hours of work the previous day;
 - (iii) in the case of short-time arising out of vagaries of weather or a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.
- (f) With the written consent of the employee a deduction for subscriptions due to the South African Pyrotechnical Workers Union.

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

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

- (a) 43½ hours in any week from Monday to Friday inclusive;
- (b) 8 hours 40 minutes per day.

(2) The ordinary hours of work of a casual employee shall not exceed 8 hours 40 minutes in any day.

(3) *Meal Breaks.*—An employee shall not require or permit an employee to work for more than five hours continuously without an interval of not less than 45 minutes during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime.

(4) *Rest Intervals.*—An employer shall grant to each of his employees employed in or about his factory, a rest interval of not less than 10 minutes at as nearly as practicable—

- (a) in the middle of each first work period in a day; and
- (b) the middle of each second work period in a day,

during which the employee, shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided for in sub-clauses (3) and (4) all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in paragraphs (a) and (b) of sub-clause (1) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than 10 hours in any week.

(8) *Female Employees.*—Notwithstanding anything to the contrary contained in the clause, an employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.; or
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day, except that any employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) on more than three consecutive days;
- (e) on more than sixty days in any year;
- (f) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee a prescribed allowance in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) *Boetes en afrekkings.*—'n Werkgever mag sy werknemer geen boetes ople of enige bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

- 4a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof-, spaar-, siekte-, versekerings-, voorsorg-, of pensioenfonds; met dien verstande dat in die geval van 'n bedrag wat vir siekte- of voorsorgfonds afgetrek word, dit onnodig is om die werknemer se skriftelike toestemming te verkry.
- (b) Behoudens ander bepalings in hierdie Ooreenkoms, 'n bedrag in verhouding tot die tydperk van sy afwesigheid, bereken op die grondslag van die weeklikse besoldiging wat sodanige werknemer op daardie tydstop ten opsigte van sy gewone werkure ontvang het, wanneer die werknemer van sy werk afwesig is, en sodanige afwesigheid nie op las of versoek van sy werkgever is nie.
- (c) 'n Bedrag wat 'n werkgever regens of ingevolge 'n bevel van 'n bevoegde hof vereis word, of wat hy toegelaat word om af te trek.
- (d) Ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag of Tweede Kersdag, waarop van 'n werknemer vereis of hy toegelaat word om nie te werk nie, die bedrag van die besoldiging wat hy sou ontvang het as hy op dié dag gewerk het.
- (e) Wanneer die gewone werkure wat voorgeskryf word, weens korttyd verminder word, ten opsigte van elke uur van sodanige vermindering, 'n bedrag van die werknemer se weekloon gedeel deur die getal gewone ure wat deur sodanige werknemer in 'n week gewerk word: Met dien verstande dat geen bedrag afgetrek mag word nie—
 - (i) in die geval van korttyd wat veroorsaak word deur 'n tydelike slapte in die bedryf, of tekort aan grondstowwe of aan vervoer, tensy die werkgever op die vorige dag sy werknemer kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
 - (ii) in die geval van korttyd wat veroorsaak word deur ongunstige weersomstandighede of 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur waarin daar nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie.
- (f) Met die skriftelike toestemming van die werknemer, 'n bedrag vir ledegeld verskuldig aan die South African Pyrotechnical Worker's Union.

6. WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYDWERK.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, moet hoogstens die volgende wees:—

- (a) 43½ uur in 'n week van Maandag tot en met Vrydag.
- (b) 8 uur 40 minute op 'n dag.

(2) Die gewone werkure van 'n los werknemer mag hoogstens 8 uur 40 minute op 'n dag wees.

(3) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf uur aaneen te werk nie sonder 'n pouse van minstens 45 minute waarin geen werk verrig mag word nie, en die pouse moet nie as deel van die gewone of oortydwerkure gereken word nie.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers wat in of by sy fabriek werk, 'n ruspouse van minstens 10 minute toestaan, so na as doenlik aan—

- (a) die middel van elke eerste werktydperk op 'n dag; en
- (b) die middel van elke tweede werktydperk op 'n dag;

waarin daar nie van die werknemer vereis of hy nie toegelaat moet word om werk te verrig nie en die ruspouse moet geag word deel te wees van die gewone werkure.

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousules (3) en (4), moet alle werkure aaneenlopend wees.

(6) *Oortydwerk.*—Alle tyd wat bo die getal ure ten opsigte van 'n dag of 'n week in paragrawe (a) en (b) van subklousule (1) voorgeskryf, gewerk word, moet geag word oortyd te wees.

(7) *Beperking van oortydwerk.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om meer as 10 uur oortyd in 'n week te werk nie.

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in die klousule, mag 'n werkgever nie van 'n vroulike werknemer vereis of haar toelaat om—

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie; of
- (b) na 1-uur nm. op meer as vyf dae in 'n week te werk nie;
- (c) meer as twee uur oortyd op 'n dag te werk nie, maar in die geval van 'n werknemer wat vyf dae in 'n week werk, mag sy tot vier uur oortyd op 'n Saterdag werk;
- (d) oortyd op meer as drie agtereenvolgende dae te werk nie;
- (e) vir meer as sestig dae in 'n jaar oortyd te werk nie;
- (f) na voltooiing van haar gewone werkure vir langer as een uur op 'n dag oortyd te werk nie, tensy hy—
 - (i) sodanige werknemer voor twaalf-uur middag daarvan kennis gegee het; of
 - (ii) sodanige werknemer 'n voldoende ete verskaf het voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer 'n voorgeskrywe toelae betyds betaal het om haar in staat te stel om 'n ete te bekom voordat die oortydwerk moet begin.

(9) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate of not less than one and one-third times his prescribed wage for overtime worked from Mondays to Fridays and one and one-half times his prescribed wage for overtime worked on Saturdays.

(10) *Savings Clause.*—The provisions of this clause shall not apply to a watchman and the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency.

7. ANNUAL LEAVE.

(1) An employer shall grant to his employee, other than a casual employee, in respect of each completed year of employment with him—

(i) (a) In the case of all other employees excluding a watchman, 12 working days leave on full pay to be taken between the 15th December in any year and the ensuing 15th January;

(b) in the case of a watchman, twenty-one consecutive calendar days leave on full pay to be taken not later than three months after the 15th January;

provided that for the purpose of this clause the weekly wage of an employee, who is engaged on incentive rates in terms of clause 9, shall be calculated by dividing the remuneration payable to him during the three months immediately preceding the date of accrual of his leave by thirteen or if he has had less than three months employment then by dividing his total remuneration by the number of weeks in such period;

(ii) if New Year's Day, Day of the Covenant, Boxing Day, Christmas Day, Ascension Day, Good Friday or Easter Monday falls within the period of such leave another day shall, in substitution of each such day, be added to the said period as a further period of leave on full pay;

(iii) the period of such leave shall not be concurrent with sick leave granted in terms of clause (8) nor with any period during which the employee is required to undergo military training;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;

(v) in the event of any employee not having completed twelve months continuous employment as at the date on which he proceeds on leave he shall be paid in respect of each completed month of employment up to the date on which he proceeds on leave, in the case of an employee mentioned in paragraph (i) (a), not less than one-fifth of the weekly wage which he was receiving immediately prior to such date and in the case of an employee mentioned in paragraph (i) (b), not less than one-fourth of the weekly wage which he was receiving immediately prior to such date provided that if Christmas Day, Boxing Day, Day of the Covenant or New Year's Day falls within the period during which the establishment is closed for the annual holiday period, another day shall in substitution for each day be added to the said period as a further period of leave on full pay.

(2) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work day before the date of commencement of such leave.

(3) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall save as provided in the fourth proviso to sub-clause (1), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, in the case of an employee mentioned in paragraph (i) (a) not less than one-fifth of the weekly wage which he was receiving immediately prior to the date of such termination and in the case of an employee mentioned in paragraph (i) (b) not less than one-fourth of the weekly wage which he was receiving immediately prior to the date of such termination.

(4) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall, upon termination, be paid in respect of leave the amounts referred to in sub-clauses (1) to (3).

(5) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of sub-clause (1);

(b) required to undergo military training;

(c) absent from work on the instruction of or at the request of his employer;

(d) absent on sick leave in terms of clause 8;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (c) and (d) plus the period of any training referred to in item (b) undergone in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave by law, from the date on which such employee last became entitled to such leave under such law;

(9) *Betaling vir oortydwerk.*—'n Werkgewer moet aan sy werknemer ten opsigte van alle oortyd deur hom gewerk, besoldiging betaal teen minstens een en een-derde maal sy voorgeskrewe loon vir oortyd van Maandae tot Vrydae gewerk en een en 'n half maal sy voorgeskrewe loon vir oortyd op Saterdag gewerk.

(10) *Voorbehoudsklausule.*—Die bepalings van hierdie klausule is nie op 'n wag van toepassing nie, en die bepalings van sub-klausules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat noodsaaklike werk verrig as gevolg van 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval nie.

7. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide jaar diens by hom—

(i) (a) in die geval van alle ander werknemers, uitgesonderd 'n wag, 12 werkdae verlof met volle besoldiging toestaan wat tussen 15 Desember in enige jaar en die daaropvolgende 15 Januarie geneem moet word;

(b) in die geval van 'n wag, 21 opeenvolgende kalenderdae verlof met volle betaling toestaan, wat nie later nie as drie maande na 15 Januarie geneem moet word;

Met dien verstande dat die weekloon van 'n werknemer wat volgens 'n aansporingsloon ingevolge klausule 9 werk, vir die toepassing van hierdie klausule bereken moet word deur die besoldiging wat gedurende die drie maande wat die datum waarop die verlof hom toeval, onmiddellik voorafgaan, te deel deur dertien of indien hy minder as drie maande diens gehad het, deur sy totale besoldiging deur die getal weke in sodanige tydperk te deel.

(ii) as Nuwejaarsdag, Geloftedag, Tweede Kersdag, Kersdag of Hemelvaartdag, Goeie Vrydag of Paasmaandag binne die tydperk van die verlof val, nog 'n dag ter vervanging van elkeen van die dae by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;

(iii) die tydperk van die verlof nie mag saamval met siekteverlof wat kragtens klausule 8 toegestaan word nie; of met enige tydperk waarin daar van die werknemer vereis word om militêre opleiding te ondergaan nie;

(iv) 'n werkgewer kan elke dag geleentheidsverlof met volle betaling wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek aan sy werknemer toegestaan is, van die tydperk van verlof aftrek;

(v) ingeval 'n werknemer nie 12 maande aaneenlopende diens voltooi het op die datum waarop hy met verlof gaan nie, moet hy ten opsigte van elke voltooide maand diens tot op die datum waarop hy met verlof gaan, in die geval van 'n werknemer in paragraaf (i) (a) vermeld, minstens een vyfde van die weekloon betaal word wat hy onmiddellik vóór sodanige datum ontvang het en in die geval van 'n werknemer in paragraaf (i) (b) vermeld, minstens 'n kwart van die weekloon wat hy onmiddellik voor sodanige datum ontvang het, met dien verstande dat as Kersdag, Tweede Kersdag, Geloftedag of Nuwejaarsdag in die tydperk val waarin die bedryfsinrigting gesluit is vir die jaarlikse verloftydperk, nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle betaling.

(2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in subklausule (1) genoem, moet vóór of op die laaste werkdag vóór die datum waarop daardie verlof begin, betaal word.

(3) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkgewer beëindig word voordat die tydperk van verlof wat in subklausule (1) genoem word, opgeloop het, moet, behoudens die bepalings van die vierde voorbehoudsbepaling van subklausule (1), by dié beëindiging, in plaas van verlof en ten opsigte van elke volle maand diens in daardie tydperk van minder as 'n jaar, in die geval van 'n werknemer in paragraaf (i) (a) vermeld, minstens een vyfde van die weekloon, wat hy onmiddellik voor die datum van daardie beëindiging ontvang het, betaal word en in die geval van 'n werknemer in paragraaf (i) (b) vermeld, minstens 'n kwart van die weekloon wat hy onmiddellik vóór die datum van sodanige beëindiging ontvang het.

(4) 'n Werknemer wat op 'n tydperk van verlof ingevolge subklausule (1) geregtig geword het, en wie se dienskontrak beëindig word voordat dié verlof toegestaan is, moet by beëindiging die bedrae in subklausule (1) tot (3) ten opsigte van verlof genoem, betaal word.

(5) Vir die toepassing van hierdie klausule word die uitdrukking „diens” geag elke tydperk of alle tydperke in te sluit waarin 'n werknemer—

(a) met verlof kragtens subklausule (1) afwesig is;

(b) militêre opleiding moet ondergaan;

(c) op las of op versoek van sy werkgewer van sy werk afwesig is;

(d) met siekteverlof kragtens klausule 8 afwesig is,

wat altesaam hoogstens 10 weke per jaar bedra ten opsigte van punte (a), (c) en (d) plus die tydperk van enige opleiding genoem in punt (b) wat in daardie jaar ondergaan is, en dit word beskou dat diens soos volg begin:—

(i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag word, regtens op verlof geregtig geword het, vanaf die datum waarop die werknemer laas op verlof ingevolge die wet geregtig geword het;

- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom a law, providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of an employee who has, in terms of sub-clause (1) been granted leave between the 15th December, and the ensuing 15th of January, from the date on which such employee entered his employer's service or from the date he last had leave in terms of sub-clause (1), whichever is the later;
- (iv) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. SICK LEAVE.

An employer shall grant to each employee who is absent from work through sickness (other than an accident compensable under the Workmen's Compensation Act, 1941), 15 working days sick leave on half pay in any one year, provided that—

- (i) no claim shall be considered in respect of absences of two days or less; and
- (ii) the employee shall produce a medical certificate, in support of all claims lodged.

9. INCENTIVE RATES WORK.

(1) An employer may apply an incentive rates work system and he shall pay to such employee employed on such system for any period remuneration at the incentive rates applicable under such system; provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than the weekly wage to which he would be entitled in terms of this Agreement.

(2) The employer shall keep posted up in a conspicuous place in his establishment a schedule of the incentive rates referred to in sub-clause (1) setting out the said incentive rates.

(3) The employees working under an incentive scheme shall be given an opportunity to appoint a Works Committee to discuss any aspect they may wish to raise and no rates shall be reduced to the detriment of any employee unless such Works Committee (if appointed) has been consulted.

10. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays*.—An employee shall be granted leave on full pay on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, and Boxing Day, provided that an employee may be required to work on any such holiday: Provided further that when such holiday falls on a Saturday the provisions of the sub-clause shall not apply.

(2) *Payment for Work on Public Holidays*.—Whenever an employee other than a casual employee, works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or Boxing Day, his employer shall either—

- (a) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day or not less than double his ordinary rate of wage in respect of the total period worked on such public holidays, whichever is the greater;
- (b) pay to him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such public holiday and grant to him within 7 days of such public holiday one day's holiday and pay him in respect thereof at a rate of not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week;
- (c) whenever a casual employee works on a public holiday in terms of sub-clause (1) his employer shall pay to him not less than double the wage prescribed for a casual employee or not less than double his ordinary rate of wage in respect of the total period worked on such public holiday, whichever is the greater.

(3) *Payment for Work on Sundays*.—Whenever an employee works on a Sunday his employer shall either—

- (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or
- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

- (ii) in die geval van 'n werknemer wat in diens was vóór die datum waarop hierdie Ooreenkoms van krag word en op wie 'n wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie ingevolge die bepalings daarvan op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van 'n werknemer wat kragtens subklousule (1) verlof toegestaan is tussen 15 Desember en die daaropvolgende 15 Januarie, vanaf die datum waarop die werknemer se diens by die werkgever begin het, of vanaf die datum waarop hy laas verlof ingevolge subklousule (1) gehad het, naamlik die jongste datum;
- (iv) in die geval van enige ander werknemer, vanaf die datum waarop die werknemer se diens by die werkgever begin het, of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

8. SIEKTEVERLOF.

'n Werkgever moet aan elke werknemer wat weens siekte van sy werk afwesig is (uitgesonderd weens 'n ongeluk waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is), 15 werkdag siekteverlof met halfbesoldiging in 'n jaar toestaan; met dien verstande dat—

- (i) geen eis oorweeg sal word ten opsigte van afwesigheid van twee dae of minder nie; en
- (ii) die werknemer 'n doktersertifikaat moet voorlê ter staving van alle eise ingestel.

9. AANSPORINGSLOONWERK.

(1) 'n Werkgever kan 'n stelsel van aansporingsloonwerk toepas, en hy moet aan elke sodanige werknemer wat enige tyd lank volgens so 'n stelsel in diens is, besoldiging betaal teen die aansporingsloon wat ingevolge dié stelsel van toepassing is; met dien verstande dat, ongeag die hoeveelheid of omvang van gedane werk, die werkgever aan die werknemer minstens die weekloon moet betaal waarop hy ingevolge hierdie Ooreenkoms geregtig sou wees.

(2) Die werkgever moet op 'n opvallende plek in sy bedryfsinrigting 'n lys opgeplak hou van die aansporingslone genoem in subklousule (1), waarin genoemde aansporingslone gemeld word.

(3) Die werknemers wat volgens 'n aansporingskema werk, moet die geleentheid gegee word om 'n Fabriekskomitee aan te stel om enige aspek te bespreek wat hulle graag te berde wil bring, en geen lone moet verminder word tot naadeel van enige werknemer nie, tensy sodanige Fabriekskomitee, as een aangestel is, geraadpleeg is.

10. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Gelofte dag, Hemelvaartdag, Tweede Kersdag en Kersdag; met dien verstande dat van 'n werknemer vereis mag word om op enige sodanige vakansiedag te werk: Voorts met dien verstande dat wanneer sodanige vakansiedag op 'n Saterdag val, die bepalings van hierdie subklousule nie van toepassing is nie.

(2) *Betaling vir werk op openbare vakansiedae*.—As 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Gelofte dag, Hemelvaartdag, Tweede Kersdag of Kersdag werk, moet sy werkgever hom—

- (a) of minstens dubbel die loon aan hom betaalbaar, betaal ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, of minstens dubbel sy gewone loon ten opsigte van die totale tydperk op sodanige openbare vakansiedag gewerk, naamlik die grootste bedrag;
- (b) of aan hom vir elke uur of gedeelte van 'n uur aldus gewerk, minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk op sodanige openbare vakansiedag gewerk, en hom binne sewe dae van sodanige openbare vakansiedag een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op dié vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het;
- (c) wanneer 'n los werknemer op 'n openbare vakansiedag ingevolge subklousule (1) werk, moet sy werkgever hom minstens dubbel die loon betaal wat vir 'n los werknemer voorgeskryf is, of minstens dubbel sy gewone loon ten opsigte van die totale tydperk op sodanige openbare vakansiedag gewerk, naamlik die grootste bedrag.

(3) *Besoldiging vir werk op Sondae*.—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

- (a) aan die werknemer—
 - (i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of
 - (ii) indien hy aldus vir 'n tydperk van langer as vier uur werk, minstens dubbel sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens dubbel die gewone besoldiging is betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, na gelang van die grootste bedrag, of
- (b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal, asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir dié dag van die week gewerk het.

11. UNIFORMS, OVERALLS AND/OR PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition free of charge any uniforms, overalls and/or protective clothing whichever he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee, and such uniforms, overalls and/or protective clothing shall remain the property of the employer.

12. PROHIBITION OF EMPLOYMENT.

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

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees other than a casual employee, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

14. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee other than a casual employee shall give not less than 24 hours' notice during the first four weeks of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than—

- in the case of 24 hours' notice the weekly wage which the employee was receiving immediately before the date of such termination divided by 7 in the case of a watchman and 5 in the case of an employee who works a 5-day week.
- in the case of a week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- the right of employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given, provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8 or any period of military training the employee is required to undergo.

Signed at Cape Town this 9th day of June, 1964.

H. W. KLERCK,
Chairman.

J. A. LIEBENBERG,
Duly Authorised Representative (Employer).

S. MOOS,
Duly Authorised Representative (Employees).

W. F. PRETORIUS,
Secretary.

WITNESSES:

- (1) F. G. Buxton.
- (2) J. G. Steyn.

No. R. 1660.] [23 October 1964.
**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.**

PYROTECHNICAL MANUFACTURING INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Pyrotechnical Manufacturing Industry, published under Government Notice No. R. 1659 of the 23rd October, 1964, 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.

M. VILJOEN,
Deputy-Minister of Labour.

11. UNIFORMS, OORPAKKE EN/OF BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke en/of beskermende klere wat hy van sy werknemer mag vereis om te dra of wat hy regtens of by regulasie verplig mag wees om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie toestand hou, en sodanige uniforms, oorpakke en/of beskermende klere bly die eiendom van die werkgewer.

12. VERBOD OP INDIENSNEMING.

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

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, aan die werknemer 'n dienssertifikaat uitreik wat die werkgewer en werknemer se name voluit, die aard van die diens, die datums van indiensneming en van diensbeëindiging en die besoldiging op die datum van die diensbeëindiging vermeld.

14. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke diens minstens 24 uur kennis en daarna minstens een week kennis gee van sy voorname om die dienskontrak te beëindig, of in plaas daarvan die volgende betaal of verbeur:—

- In die geval van 24 uur kennisgewing, die weekloon wat die werknemer onmiddellik vóór die datum van dié beëindiging ontvang het, gedeel deur sewe in die geval van 'n wag, en vyf in die geval van 'n werknemer wat vyf dae in 'n week werk;
- in die geval van 'n week kennisgewing, minstens die weekloon wat die werknemer onmiddellik vóór die datum van die beëindiging ontvang het;

met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

- Die werkgewer of die werknemer se reg om 'n dienskontrak om enige regsgeldige rede sonder voorafgaande kennisgewing te beëindig;
- 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat vir 'n termyn van kennisgewing van gelyke duur vir albei partye en vir langer as een week voorsiening maak.

(2) As 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoudsbepaling in subklousule (1) gesluit word, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees tot die termyn van kennisgewing, soos ooreengekom.

(3) Die kennisgewing in subklousule (1) genoem, tree in werking op die dag waarop dit gegee word; met dien verstande dat die kennisgewing nie mag saamval nie met, of kennisgewing nie gegee mag word nie gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7, of met siekteverlof ingevolge klousule 8 of enige tydperk wat daar van 'n werknemer vereis word om militêre opleiding te ondergaan nie.

Op hede die 9de dag van Junie 1964 in Kaapstad onderteken.

H. W. KLERCK,
Voorsitter.

J. A. LIEBENBERG,
Behoorlik gemagtigde verteenwoordiger
(werkgewer).

S. MOOS,
Behoorlik gemagtigde verteenwoordiger
(werknemers).

W. F. PRETORIUS,
Sekretaris.

Getuies:

- (1) F. G. BUXTON.
- (2) J. G. STEYN.

No. R. 1660.] [23 Oktober 1964.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.**

VOURWERKNYWERHEID.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby 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 Vuurwerknywerheid, gepubliseer by Goewermentskennisgewing No. R. 1659 van 23 Oktober 1964, oor die algemeen vir persone wie se werkeure en besoldiging, 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.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1661.] [23 October 1964.
WAR MEASURES ACT, 1940.
SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

PYROTECHNICAL MANUFACTURING INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Pyrotechnical Manufacturing Industry, published under Government Notice No. R. 1659 of the 23rd October, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1661.] [23 Oktober 1964.
WET OP OORLOGSMAATREËLS, 1940.
OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

VUURWERKNYWERHEID.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Vuurwerknwyerheid wat by Goewermentskennisgewing No. R. 1659 van 23 Oktober 1964, gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

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