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PRETORIA, 23 DECEMBER 1966.
23 DESEMBER

[No. 1621.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 2099.] [23 December 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

CONCILIATION BOARD AGREEMENT FOR THE FLATWARE SECTION OF THE GLASS AND GLASSWARE MANUFACTURING INDUSTRY.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) as applied by section 48 (9) 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 Flatware Section of the Glass and Glassware Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) as applied by section 48 (9) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2 and 5 (6) (g), shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday 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 Municipal Areas of Johannesburg and Germiston; and
- (c) in terms of section 48 (3) (a) as applied by section 48 (9) of the said Act, declare that in the Municipal Areas of Johannesburg and Germiston and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, and 5 (6) (g) 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,
Minister of Labour.

A—1112515

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 2099.] [23 Desember 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAADOOREENKOMS VIR DIE PLATWARE-AFDELING VAN DIE GLAS- EN GLASWARENYWERHEID.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a), soos toegepas by artikel 48 (9) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Platware-afdeling van die Glas- en Glaswarenywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens artikel 48 (1) (b), soos toegepas by artikel 48 (9) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (6) (g), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee 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 munisipale gebiede Johannesburg en Germiston; en
- (c) kragtens artikel 48 (3) (a), soos toegepas by artikel 48 (9) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (6) (g) vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebiede Johannesburg en Germiston *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,
Minister van Arbeid.

1—1621

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

CONCILIATION BOARD AGREEMENT FOR THE FLATWARE SECTION OF THE GLASS AND GLASSWARE MANUFACTURING INDUSTRY.

AGREEMENT

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

The Glass Workers' Union

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

The South African National Flat Glass Association

(hereinafter referred to as the "employers' association" or "the employers"), of the other part,

being parties to the Conciliation Board for the Flatware Section of the Glass and Glassware Manufacturing Industry.

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Municipal Areas of Johannesburg and Germiston by all members of the employers' organisation who are engaged in the Flatware Section of the Glass and Glassware Manufacturing Industry and by all members of the trade union who are employed in the said section of the Industry.

(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 this Agreement."

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, as amended, and shall remain in force for a period of two years or for such period as the Minister may determine.

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—

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms 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;

"auto-glass fitter" means an employee who fits glass to motor vehicles;

"auto-glass fitter, qualified," means an employee who has had not less than two years' experience in the Industry as an auto-glass fitter;

"auto-glass fitter, unqualified," means an employee who has had less than two years' experience in the Industry as an auto-glass fitter;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

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

"chauffeur" means an employee who is engaged in driving a motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels;

"clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a demonstrator, despatch clerk, storeman and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

"clerk, female, qualified," means a female clerk who has had not less than four years' experience;

"clerk, female, unqualified," means a female clerk who has had less than four years' experience;

"clerk, male, qualified," means a male clerk who has had not less than five years' experience;

"clerk, male, unqualified," means a male clerk who has had less than five years' experience;

"commission work" means any system under which a traveller's remuneration is based on the value or number of orders submitted by him to, and accepted by, his employer;

"driller" means an employee who drills holes in glass either manually or by means of a power-driven machine;

"driller, qualified," means a driller who has had not less than twelve months' experience;

"driller, unqualified," means an employee who has had less than twelve months' experience as a driller;

BYLAE.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

VERSOENINGSRAADOOREENKOMS VIR DIE PLATWARE-AFDELING VAN DIE GLAS- EN GLASWARENYWERHEID.

OOREENKOMS

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

The Glass Workers' Union

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

The South African National Flat Glass Association

(hieronder die "werkgewersvereniging" of die "werkgewers" genoem), aan die ander kant,

wat die partye is by die Versoeningsraad vir die Platware-afdeling van die Glas- en Glaswarenywerheid.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebiede van Johannesburg en Germiston nagekom word deur alle lede van die werkgewersorganisasie wat betrokke is by die Platware-afdeling van die Glas- en Glaswarenywerheid en deur alle lede van die vakvereniging wat in genoemde afdeling van die Nywerheid werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, vasstel en bly van krag vir 'n tydperk van twee jaar of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

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

"ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrif beteken die uitdrukking

"geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees of wat in besit is van 'n vaardigheidsertifikaat wat die Registrateur van Vakleerlinge ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het of 'n sertifikaat wat genoemde Registrateur ingevolge of artikel twee (7) of artikel sewe (3) van genoemde Wet aan hom uitgereik het;

"motorglasmonteur" 'n werknemer wat glas in motorvoertuie aanbring;

"motorglasmonteur, gekwalifiseer," 'n werknemer met minstens twee jaar ondervinding as 'n motorglasmonteur in die Nywerheid;

"motorglasmonteur, ongekwalifiseer," 'n werknemer met minder as twee jaar ondervinding as 'n motorglasmonteur in die Nywerheid;

"stoomketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in so 'n stoomketel kan maak, stook of uithaal;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"chauffeur" 'n werknemer wat 'n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgewer of van personeel, klante of besoekers en wat gebruik kan word vir die vervoer van dokumente of pakkette;

"klerk" 'n werknemer wat skryf-, tik-, lasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, demonstreerder, versendingsklerk, pakhuysman en telefonis, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel van so 'n werknemer se werk uit;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding;

"kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging gegrond word op die getal of waarde van die bestellings wat hy aan sy werkgewer voorlê en wat sy werkgewer aanvaar;

"boorder" 'n werknemer wat gate met 'n elektriese boormasjien in glas boor;

"driver of a motor vehicle" means an employee, other than a factory truck driver, who is engaged in driving a motor vehicle and for the purpose 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 post in readiness to drive;

"emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay and any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours and any work necessitated by a breakdown of plant or machinery or in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

"establishment" means any premises in or in connection with which one or more employees are employed in the Flatware Section of the Glass and Glassware Manufacturing Industry;

"examiner" means an employee who makes a final inspection of glass for defects prior to silvering and who determines which side is to be silvered;

"experience" means in relation to—

- (a) a clerk or a factory clerk, the total period or periods of employment which an employee has had as a clerk or a factory clerk in any trade or in the service of the State;
- (b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Flatware Section of the Glass and Glassware Manufacturing Industry;

"factory clerk" means an employee who, under the supervision of a foreman or a qualified male clerk, is engaged in any one or more of the following operations:—

- (1) Checking the number of bags, bales, bottles, components, glass sheets, glass squares or packages for use, storage or despatch;
- (2) entering up time-sheets of Bantu employees;
- (3) interpreting or translating Bantu Languages;
- (4) handing out stores against written requisitions or receiving stores, under the supervision of a storeman;
- (5) maintaining stock records;
- (6) making out delivery or railway consignment notes;
- (7) making up orders for bottle lids;
- (8) recording production or collecting, compiling or issuing daily work papers;
- (9) stamping or checking time tickets or calling out time tickets to the keeper of the time register;
- (10) testing bottles and recording results;
- (11) weighing and recording;
- (12) writing out passes;
- (13) writing out tickets, addressing labels or assembling orders;
- (14) writing up a time register;
- (15) filing or keeping in safe custody documents relating to his duties;

"factory clerk, qualified," means a factory clerk who has had not less than twelve months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than twelve months' experience;

"factory truck driver" means an employee who is engaged in driving a motor vehicle within an establishment, and for the purpose of this definition the expression "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 post in readiness to drive;

"flatware section of the Glass and Glassware Manufacturing Industry" means the trade in which employers and employees are associated for the direct importation of flat glass and/or the sale of flat glass from the premises of the employer and/or the manufacture from flat glass of any article by the process of cutting and/or bevelling and/or silvering and/or the measuring, processing, preparing and fitting of flat glass, other than windows in fixed structures or when carried out on motor vehicles in premises registered or registrable with the National Industrial Council for the Motor Industry, and further includes all operations incidental to or consequent on the activities carried on by such employers and any of their employees;

for the purpose of this definition "flat glass" includes all types of glass fitted to motor vehicles;

"foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"general worker" means an employee who is engaged in any one or more of the following operations:—

- (1) Carrying, moving or stacking articles;
- (2) cleaning machinery, implements, tools, utensils or other articles or vehicles or premises or cleaning off glass before or after processing or silvering;
- (3) delivering or collecting messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicles; collecting cash on C.O.D. sales or accepting written orders;

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

"noodwerk" alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word, en alle werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens en alle werk wat deur 'n onklaarraking van installasie of masjinerie of in verband met die opknapping of herstel van installasie of masjinerie noodsaaklik geword het en wat nie gedurende die gewone werkure verrig kan word nie;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Platware-afdeling van die Glas- en Glaswarenywerheid werksaam is;

"ondersoeker" 'n werknemer wat glas finaal inspekteer ten einde defekte te ontdek voordat dit versilwer word en wat bepaal watter kant versilwer moet word;

"ondervinding" met betrekking tot—

- (a) 'n klerk of fabrieksklerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk of 'n fabrieksklerk werksaam was in enige bedryf of in die diens van die Staat;
- (b) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Platware-afdeling van die Glas- en Glaswarenywerheid werksaam was;

"fabrieksklerk" 'n werknemer wat, onder die toesig van 'n voorman of 'n gekwalifiseerde manlike klerk, een of meer van die volgende werksaamhede verrig:—

- (1) Die getal sakke, bale, bottels, bestanddele, glasplate, glasvierkante of pakke vir gebruik, opberging of versending nagaan;
- (2) die tydstate van Bantowerknemers byhou;
- (3) uit of in Bantoetale tolk of vertaal;
- (4) voorrade onder die toesig van 'n pakhuisman volgens skriftelike rekwisities uitreik of dit in ontvangs neem;
- (5) voorraadregisters hou;
- (6) afleverings- of spoorwegvragbriewe uitskryf;
- (7) bestellings vir bottelproppe uitskryf;
- (8) aantekening hou van produksie of die daaglikse werkopdragte bymekaarmaak, opstel of uitreik;
- (9) tydkaarte stempel of nagaan of tydkaarte vir die houer van die tydregister voorlees;
- (10) bottels toets en die bevindings aanteken;
- (11) artikels weeg en die gewigte aanteken;
- (12) passe uitskryf;
- (13) kaartjies uitskryf, etikette adresseer of bestellings opmaak;
- (14) 'n tydregister byhou;
- (15) dokumente in verband met sy-pligte lusseer of in veilige bewaring hou;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens twaalf maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as twaalf maande ondervinding;

"fabrieksvragmotorbestuurder" 'n werknemer wat 'n motorvoertuig binne-in 'n bedryfsinrigting bestuur, en vir die toepassing van hierdie woordskrywing omvat 'n "motorvoertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee en alle tydperke wat hy verplig is om op sy pos gereed te bly om te bestuur;

"Platware-afdeling van die Glas- en Glaswarenywerheid" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die regstreekse invoer van platglas en/of die verkoop van platglas vanuit die perseel van die werkgewer en/of die vervaardiging, uit platglas, van enige artikel deur die glas te sny en/of af te skuins en/of te versilwer en/of deur platglas te meet, te verwerk, voor te berei en aan te bring, maar nie in vensters in vaste bouwerke of in motorvoertuie op persele wat by die Nasionale Nywerheidsraad vir die Motornywerheid geregistreer is of registreerbaar is nie, en voorts omvat dit ook alle werksaamhede wat in verband staan met of voortvloei uit die werksaamhede wat sodanige werkgewers en enigen van hul werknemers verrig;

vir die toepassing van hierdie omskrywing omvat "platglas" ook alle soorte glas wat in motorvoertuie aangebring word;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat verantwoordelik is vir die doeltreffende uitvoering, deur hulle, van hul pligte;

"algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (1) Artikels dra, beweeg of opstapel;
- (2) masjinerie, implemente, gereedskap, gerei of ander artikels of voertuie of persele skoonmaak of glas skoonmaak voor of na verwerking of versilwering;
- (3) boodsappe of briewe of goedere te voet of met 'n fiets of ander voertuig sonder kragaanwring aflewer of aflaai; kontant by K.B.A.-verkope invorder of skriftelike bestellings ontvang;

- (4) feeding into or taking off from machines, feeding into or drawing off from tanks;
- (5) feeding pumice powder or rouge on to wheels;
- (6) gardening work, i.e., planting, digging, mowing, weeding, raking or watering or mixing or spreading garden soil or material or cutting or trimming hedges;
- (7) loading or unloading;
- (8) making or maintaining fires;
- (9) marking, stencilling or affixing labels on boxes, sacks or other containers or packages;
- (10) oiling or greasing machinery or vehicles, other than motor vehicles;
- (11) opening or closing boxes, bales, bags or packages or preparing or glueing cardboard or fibre board containers for use in packing;
- (12) operating a goods lift or hand hoist;
- (13) operating an office duplicating machine;
- (14) operating a power-driven floor polisher, vacuum cleaner or lawn mower;
- (15) packing articles of uniform size and number into containers specially designed to contain them;
- (16) pushing or pulling any vehicle, other than by means of a power-driven device;
- (17) removing old paint from mirrors;
- (18) weighing to a set scale or measuring to a fixed gauge;

"Glass and Glassware Manufacturing Industry" or "Industry" means the industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities:—

- (a) The manufacture or smelting of glass;
- (b) the production of articles from glass by employers and employees engaged in any of the activities referred to in (a);
- (c) the manufacture of safety glass, laminated glass, fibre glass or any other composite material of which glass form the major component;
- (d) the cutting, silvering or bevelling of glass in standard forms for mirrors, motor vehicles, windows, picture frames, table tops or other like purposes;

and includes all operations incidental to or consequent on any of the aforesaid activities, but it does not include the manufacture or smelting of mosaic glass;

"glass beveller" means an employee, other than a polisher, who is engaged in bevelling glass in any or all of its processes and who may cut stencils for decorative work;

"glass beveller, qualified," means a glass beveller who has had not less than three years' experience;

"glass beveller, unqualified," means a glass beveller who has had less than three years' experience;

"glass cutter" means an employee who is engaged in cutting glass and who may select glass;

"glass cutter, qualified," means a glass cutter who has had not less than four years' experience;

"glass cutter, unqualified," means a glass cutter who has had less than four years' experience;

"glass silverer" means an employee who is engaged in the preparation of a silvering solution from a supplied formula and the application of such solution to glass;

"glass silverer, qualified," means a glass silverer who has had not less than three years' experience;

"glass silverer, unqualified," means a glass silverer who has had less than three years' experience;

"military training" means any training in pursuance of the Defence Act, 1957;

"motor vehicle" means any power-driven vehicle used for conveying goods, other than traveller's samples, and includes a mechanical horse or a tractor but does not include a mobile hoist or an industrial tractor used within an establishment;

"packer" means an employee who, under the supervision of a foreman or a qualified male clerk, is engaged in packing goods for transport or delivery and who may assemble and make crates;

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load;

"piece work" means any system under which an employee's remuneration is based on the quantity of work done;

"polisher" means an employee who is engaged in buffing, grooving, polishing or rouging the edges of glass by hand or machine;

"polisher, qualified," means a polisher who has had not less than two years' experience;

"polisher, unqualified," means a polisher who has had less than two years' experience;

"sand blaster and paint sprayer, qualified," means a sand blaster and paint sprayer who has had not less than six months' experience;

"sand blaster and paint sprayer, unqualified," means a sand blaster and paint sprayer who has had less than six months' experience;

- (4) materiaal in masjiene voer of daaruit verwyder, materiaal in tenks voer of daaruit verwyder;
- (5) puimsteenpoecier of rooisel op die wiele voer;
- (6) tuinwerk verrig, d.w.s. plant, spit, maai, skoffel, hark, water lei of natgooi of tuingrond of materiaal meng of strooi of heinings sny of knip;
- (7) op- of aflaa;
- (8) vure maak of in stand hou;
- (9) dose, sakke of ander houers of pakke merk of sjabloner of etikette daarop plak;
- (10) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (11) dose, bale, sakke of pakke oop- of toemaak of houers van karton of veselbord vaslym vir gebruik by verpakking;
- (12) 'n goederhyser of handhystoestel bedien;
- (13) 'n kantoorafrolmasjien bedien;
- (14) 'n kragaangedrewe vloerpoeleerder, stofsuier of grassnyer bedien;
- (15) gelyktallig artikels van dieselfde grootte verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (16) voertuie stoot of trek, maar nie deur middel van 'n kragaangedrewe toestel nie;
- (17) ou verf van spieëls verwyder;
- (18) op 'n voorafgestelde skaal afweeg of met 'n voorafgestelde maat meet;

"Glas- en Glaswarenywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig:—

- (a) Die vervaardiging of smelt van glas;
- (b) dit produksie van artikels uit glas deur werkgewers en werknemers wat betrokke is by enigen van die werksaamhede bedoel in (a);
- (c) die vervaardiging van veiligheidsglas, gelamelleerde glas, veselglas of enige ander saamgestelde materiaal waarvan glas die hoofbestanddeel uitmaak;
- (d) die sny, versilwering of afskuinsing van glas in standaardvorms vir spieëls, motorvoertuie; vensters, prentframe, bostukke van tafels of ander dergelyke doeleindes;

en omvat dit ook alle werksaamhede wat met enigen van voornoemde werksaamhede in verband staan of daaruit voortspuit, maar nie ook die vervaardiging of smelt van mosaïekglas nie;

"glasafskuins" 'n werknemer, uitgesonderd 'n poleerder, wat glas in enigen van of al die prosesse daarvan afskuins en wat sjablone vir sierwerk mag sny;

"glasafskunner, gekwalifiseer," 'n glasafskunner met minstens drie jaar ondervinding;

"glasafskunner, ongekwalifiseer," 'n glasafskunner met minder as drie jaar ondervinding;

"glassnyer, 'n werknemer wat glas sny en wat glas mag uitsoek;

"glassnyer, gekwalifiseer," 'n glassnyer met minstens vier jaar ondervinding;

"glassnyer, ongekwalifiseer," 'n glassnyer met minder as vier jaar ondervinding;

"glasversilweraar" 'n werknemer wat 'n versilweringsooplossing berei volgens 'n formule wat aan hom verskaf is en wat sodanige oplossing op die glas aanbring;

"glasversilweraar, gekwalifiseer," 'n glasversilweraar met minstens drie jaar ondervinding;

"glasversilweraar, ongekwalifiseer," 'n glasversilweraar met minder as drie jaar ondervinding;

"militêre opleiding" enige opleiding ingevolge die Verdedigingswet, 1957;

"motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, uitgesonderd monsters van handelsreisigers, en omvat dit ook 'n voorhaker of 'n trekker maar nie ook 'n mobiele hyser of 'n nywerheidstrekker wat binne 'n bedryfsinrigting gebruik word nie;

"verpakker" 'n werknemer wat onder die toesig van 'n voorman of 'n gekwalifiseerde manlike klerk goedere vir vervoer of aflewering verpak en wat kratte mag aanmeekaarsit en maak;

"deeltydse bestuurder van 'n motorvoertuig" 'n werknemer wat gewoonlik ander werk verrig as om 'n motorvoertuig te bestuur maar wat op meer as twee dae in 'n week 'n motorvoertuig bestuur vir hoogstens drie uur altesaam op enige sodanige dag, en vir die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wat daar bestuur word in alle tyd wat die bestuurder, terwyl hy vir die voertuig verantwoordelik is, bestee aan werk in verband met die voertuig of die vrug;

"stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat hy verrig het;

"poleerder" 'n werknemer wat die rande van glas met die hand of 'n masjien fynskuur, groef, poleer of rougeer;

"poleerder, gekwalifiseer," 'n poleerder met minstens twee jaar ondervinding;

"poleerder, ongekwalifiseer," 'n poleerder met minder as twee jaar ondervinding;

"sandstraler en spuitskilder, gekwalifiseer," 'n sandstraler en spuitskilder met minstens ses maande ondervinding;

"sandstraler en spuitskilder, ongekwalifiseer," 'n sandstraler en spuitskilder met minder as ses maande ondervinding;

"senior managerial, professional or administrative employee" means an employee who is charged by the employer with the performance of work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment.

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

"trailer" means any conveyance drawn by a motor vehicle;

"traveller" means an employee who, as a travelling representative of an establishment and on behalf of such establishment invites, canvasses or solicits orders;

"traveller, qualified," means a traveller who has had not less than four years' experience;

"traveller, unqualified," means a traveller who has had less than four years' experience;

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6: Provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 11, received over and above the amount which he would have received if he had not been employed on such a basis.

(2) For the purpose of this Agreement an employee shall, subject to the provisions of clause 4 (3) be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

(a) Employees other than Casual Employees:—

	Per Week. R c
Auto glass fitter:—	
During the first year of experience	8 00
During the second year of experience	14 00
Thereafter	22 00
Boiler Attendant	8 00
Driver of—	
(i) a motor vehicle of which the unladen weight is less than 1,000 lb.	9 00
(ii) a motor vehicle of which the unladen weight is 1,000 lb. or more but less than 7,000 lb.	14 70
(iii) a motor vehicle of which the unladen weight is 7,000 lb. or more but less than 10,000 lb.	17 65
(iv) a motor vehicle of which the unladen weight is 10,000 lb. or more	20 80
Part-time driver of a motor vehicle other than a vehicle of which the unladen weight is less than 1,000 lb.	9 90
Factory truck driver	9 90
Artisan	27 80
Chauffeur	10 00
Clerk, female, qualified	16 50
Clerk, female, unqualified:—	
During the first year of experience	9 00
During the second year of experience	10 65
During the third year of experience	12 60
During the fourth year of experience	14 60
Clerk, male, qualified	24 25
Clerk, male, unqualified:—	
During the first year of experience	9 70
During the second year of experience	12 60
During the third year of experience	15 50
During the fourth year of experience	18 45
During the fifth year of experience	21 35
Factory clerk, qualified	12 60
Factory clerk, unqualified:—	
During the first six months of experience	8 40
During the second six months of experience	10 50
Foreman	29 50
Traveller, qualified	33 95

"senior bestuurs-, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgever belas word met die verrigting van werk wat verantwoordelikheid meebring vir die neem van besluit van 'n professionele of administratiewe aard in die bestuur van die werksaamhede van 'n bedryfsinrigting;

"korttyd" 'n tydelike vermindering in die getal gewone werkeure weens 'n bedryfslapte, tekort aan grondstowwe, onklaarraking van installasie of masjinerie of 'n werklike of dreigende onklaarraking van geboue;

"sleepwa" 'n vervoermiddel wat deur 'n motorvoertuig getrek word;

"handelsreisiger" 'n werknemer wat as die reisende verteenwoordiger van 'n bedryfsinrigting en namens sodanige bedryfsinrigting bestellings vra of werf;

"handelsreisiger, gekwalifiseer," 'n handelsreisiger met minstens vier jaar ondervinding;

"onbelaste gewig" die gewig wat 'n motorvoertuig of sleepwa soos aangegeven op 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, 'n bromponie of bromfiets of fiets wat met 'n hulpmasjien uitgerus is, die onbelaste gewig geag word hoogstens 1,000 lb. te wees;

"loon" die geldbedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskrif in klousule 6: Met dien verstande—

(i) dat, as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n bedrag betaal wat hoër is as dié wat in klousule 4 (1) voorgeskrif word, dit sodanige hoër bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit enige besoldiging bedoel of omvat wat 'n werknemer, werksaam op 'n grondslag waarvoor daar in klousule 11 voorsiening gemaak word, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag werksaam was nie.

(2) By die toepassing van hierdie Ooreenkoms word 'n werknemer, behoudens die bepalings van klousule 4 (3), geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE.

(1) Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse werknemers wat in sy diens is, moet betaal, is soos volg:—

(a) Werknemers, uitgesonderd los werknemers:—

	Per week. R c
Motorglasmonter—	
Gedurende die eerste jaar ondervinding	8 00
Gedurende die tweede jaar ondervinding	14 00
Daarna	22 00
Stoomketelbediener	8 00
Bestuurder van—	
(i) 'n voertuig waarvan die onbelaste gewig minder as 1,000 lb. is	9 00
(ii) 'n voertuig waarvan die onbelastebare gewig 1,000 lb. of meer maar minder as 7,000 lb. is	14 70
(iii) 'n voertuig waarvan die onbelaste gewig 7,000 lb. of meer maar minder as 10,000 lb. is	17 65
(iv) 'n voertuig waarvan die onbelaste gewig 10,000 lb. of meer is	20 80
Deeltydse bestuurder van 'n motorvoertuig uitgesonderd 'n voertuig waarvan die onbelaste gewig minder as 1,000 lb. is	9 90
'n Fabrieksvragmotor	9 90
Ambagsman	27 80
Chauffeur	10 00
Klerk, vrou, gekwalifiseer	16 50
Klerk, vrou, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	9 00
Gedurende die tweede jaar ondervinding	10 65
Gedurende die derde jaar ondervinding	12 60
Gedurende die vierde jaar ondervinding	14 60
Klerk, man, gekwalifiseer	24 25
Klerk, man, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	9 70
Gedurende die tweede jaar ondervinding	12 60
Gedurende die derde jaar ondervinding	15 50
Gedurende die vierde jaar ondervinding	18 45
Gedurende die vyfde jaar ondervinding	21 35
Fabrieksklerk, gekwalifiseer	12 60
Fabrieksklerk, ongekwalifiseer—	
Gedurende die eerste ses maande ondervinding	8 40
Gedurende die tweede ses maande ondervinding	10 50
Voorman	29 50
Handelsreisiger, gekwalifiseer	33 95

	Per Week. R c
Traveller, unqualified:—	
During the first year of experience	24 35
During the second year of experience	26 65
During the third year of experience	29 10
During the fourth year of experience	31 50
Examiner	13 25
Glass beveller, qualified	17 25
Glass beveller, unqualified:—	
During the first year of experience	7 35
During the second year of experience	10 25
During the third year of experience	13 40
Glass cutter, qualified	22 50
Glass cutter, unqualified:—	
During the first year of experience	7 35
During the second year of experience	11 05
During the third year of experience	14 70
During the fourth year of experience	18 40
Glass silverer, qualified	17 25
Glass silverer, unqualified:—	
During the first year of experience	7 35
During the second year of experience	10 25
During the third year of experience	13 40
Packer	9 25
Polisher, qualified	14 25
Polisher, unqualified:—	
During the first six months of experience	7 35
During the second six months of experience	8 70
During the third six months of experience	10 00
During the fourth six months of experience	11 55
Driller, qualified	14 25
Driller, unqualified:—	
During the first twelve months of experience	9 00
Sandblaster and paint sprayer, qualified	9 25
Sandblaster and paint sprayer, unqualified	7 50
General worker, 18 years or over	8 00
General worker, under 18 years	5 80

(b) *Casual Employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on one day, his wage may be reduced by fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 6 or less.

(3) *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 therefor, work of another class for which either—

- a wage higher than that of his own class, or
 - a rising scale of wages terminating in a wage higher than that of his own class,
- is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

- in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and
- in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

- that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

	Per Week. R c
Handelsreisiger, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	24 35
Gedurende die tweede jaar ondervinding	26 65
Gedurende die derde jaar ondervinding	29 10
Gedurende die vierde jaar ondervinding	31 50
Ondersoeker	13 25
Glasafskuinzer, gekwalifiseer	17 25
Glasafskuinzer, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	7 35
Gedurende die tweede jaar ondervinding	10 25
Gedurende die derde jaar ondervinding	13 40
Glasnyer, gekwalifiseer	22 50
Glasnyer, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	7 35
Gedurende die tweede jaar ondervinding	11 05
Gedurende die derde jaar ondervinding	14 70
Gedurende die vierde jaar ondervinding	18 40
Glasversilweraar, gekwalifiseer	17 25
Glasversilweraar, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding	7 35
Gedurende die tweede jaar ondervinding	10 25
Gedurende die derde jaar ondervinding	13 40
Verpakker	9 25
Poleerder, gekwalifiseer	14 25
Poleerder, ongekwalifiseer—	
Gedurende die eerste ses maande ondervinding	7 35
Gedurende die tweede ses maande ondervinding	8 70
Gedurende die derde ses maande ondervinding	10 00
Gedurende die vierde ses maande ondervinding	11 55
Boorder	14 25
Boorder, ongekwalifiseer—	
Gedurende die eerste twaalf maande ondervinding	9 00
Sandstraler en spuitskilder, gekwalifiseer	9 25
Sandstraler en spuitskilder, ongekwalifiseer	7 50
Algemene werker, 18 jaar oud of ouer	8 00
Algemene werker, onder 18 jaar	5 80

(b) *Los werknemer.*—'n Los werknemer moet ten opsigte van elke dag of deel van 'n dag diens minstens een vyfde van die weekloon betaal word wat voorgeskryf word vir 'n werknemer in dieselfde gebied en van dieselfde geslag, wat dieselfde klas werk verrig as dié wat die los werknemer moet verrig: Met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon op 'n stygende loonskaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word: en voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om werk te verrig vir 'n tydperk van hoogstens vier agtereenvolgende ure op een dag, sy loon met vyftig persent verminder kan word.

(2) *Kontrakgrondslag.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag, en behoudens die bepalinge van klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon wat in subklousule (1), gelees met subklousule (3), voorgeskryf word vir 'n werknemer van sy klas in die gebied waarin hy werk, betaal word afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 6 op hom van toepassing is, of minder gewerk het.

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

- 'n hoër loon as dié van sy eie klas, of
- 'n stygende loonskaal wat eindig op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg bepaal:—

- In die geval wat in paragraaf (a) bedoel word, minstens die dagloon bereken teen die hoër loon; en
- in die geval wat in paragraaf (b) bedoel word, minstens die dagloon bereken op dié kerf in die stygende skaal wat onmiddellik hoër is as die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

- dat die bepalinge van hierdie subklousule nie van toepassing is nie in gevalle waar die verskil tussen klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag gegrond is;
- dat, tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Ooreenkoms so uitgelê mag word nie dat dit 'n werkgewer belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf word.

(4) *Calculation of Wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by five in the case of an employee who works a five-day week and six in the case of an employee who works a six-day week.

(b) The monthly wage of an employee shall be four and a third times his weekly wage.

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by forty-five.

(5) *Transport Allowance and Expenses.*—In addition to paying any other remuneration due to—

(a) a traveller who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purpose of this sub-clause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

(b) a traveller who is required to provide motor transport for the performance of his duties, his employer shall pay him a transport allowance for each mile travelled in the performance of his duties of not less than—

- (i) where the horse-power of the vehicle in which the employee so travelled does not exceed 14: 6 cents;
- (ii) where the horse-power of such vehicle exceeds 14 but not 21: 7½ cents;
- (iii) where the horse-power of such vehicle exceeds 21: 10 cents.

(6) *Subsistence Allowance and Expenses.*—In addition to paying any other remuneration due to a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
- (ii) pay him a subsistence allowance of not less than three rand for each night where such absence extends over one or more nights;

Provided that for the purpose of this sub-clause the expression "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.

(7) (a) Any allowances and expenses payable to an employee in terms of sub-clauses (5) and (6) shall be paid by an employer within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of entitlement but shall not submit more than one claim in any one week.

(b) An employer may require his traveller to frame any claim so that it shall reflect—

- (i) in respect of any claim in terms of sub-clause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
- (ii) in respect of any claim in terms of sub-clause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;
- (iii) in respect of any claim in terms of sub-clause (6), the times of commencement and ending of each period of absence;

and to enable him to comply with such a requirement, his employer shall, before any such journey is undertaken by such traveller, provide him with a suitable book or forms in or on which to maintain suitable records.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Save as provided in clauses 4 (7) and 7 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within thirty minutes of ceasing work on the usual pay day of the establishment for such employee (or in the case of a shift-worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than twenty-four hours after the usual pay day) or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or pay roll number and occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

(4) *Berekening van lone.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur vyf.

(b) Die maandloon van 'n werknemer is vier en een derde maal sy weekloon.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur vyf-en-veertig.

(5) *Vervoertoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging wat verskuldig is aan—

(a) 'n handelsreisiger wat sy werkgever se motorvervoer gebruik of van wie vereis word om per trein of met 'n ander vervoermiddel as sy eie te reis, moet sy werkgever hom vergoed vir alle redelike uitgawes wat hy in verband met sodanige vervoer in die verrigting van sy pligte aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van motorvervoer gedurende die nag, geag 'n vervoeruitgawe te wees;

(b) 'n handelsreisiger van wie vereis word om motorvervoer vir die verrigting van sy pligte te verskaf, moet sy werkgever hom minstens onderstaande vervoertoelae betaal vir elke myl wat hy in die verrigting van sy pligte afgele het:—

- (i) Waar die perdekrag van die voertuig waarin die werknemer aldus gereis het, hoogstens 14 is: 6 sent;
- (ii) waar die perdekrag van sodanige voertuig meer as 14 maar minder as 21 is: 7½ sent;
- (iii) waar die perdekrag van sodanige voertuig meer as 21 is: 10 sent.

(6) *Onderhoudstoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging wat verskuldig is aan 'n handelsreisiger wat op enige reis wat hy in die verrigting van sy pligte onderneem, vir 'n tydperk van meer as ses agtereenvolgende uur van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet sy werkgever—

- (i) alle uitgawes wat hy redelikerwys aangegaan het vir etes en tee vir homself gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan hom terugbetaal;
- (ii) waar sodanige afwesigheid oor een of meer nagte strek, hom 'n onderhoudstoelae van minstens drie rand vir elke nag betaal;

Met dien verstande dat, vir die toepassing van hierdie subklousule, die uitdrukking "nag" die tydperk tussen 11-uur nm. en 4-uur vm. beteken.

(7) (a) Alle toelae en uitgawes wat ingevolge subklousule (5) en (6) aan 'n werknemer betaalbaar is, moet binne sewe dae nadat die werknemer dit skriftelik geëis het, deur 'n werkgever betaal word: Met dien verstande dat 'n werknemer sodanige eis binne een maand nadat hy daarop geregtig geword het, moet voorleë maar nie meer as een eis in 'n bepaalde week voorleë nie.

(b) 'n Werkgever kan van sy handelsreisiger vereis om 'n eis so op te stel dat dit die volgende weerspieël:—

- (i) Ten opsigte van enige eis ingevolge subklousule (5) (a), die vervoermiddel wat hy gebruik het en die vervoeruitgawes wat hy aangegaan het of die aard van alle ander uitgawes ten opsigte waarvan hy terugbetaling eis;
- (ii) ten opsigte van enige eis ingevolge subklousule (5) (b), die mylafstand elke dag afgeleë, die plekke wat aangedoen en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
- (iii) ten opsigte van enige eis ingevolge subklousule (6), die tye waarop elke tydperk van afwesigheid begin en geëindig het;

en ten einde die handelsreisiger in staat te stel om aan sodanige vereiste te voldoen, moet sy werkgever, voordat sodanige reis deur sodanige handelsreisiger onderneem word, hom voorsien van 'n geskikte boek of vorms waarin of waarop geskikte aantekeninge gehou moet word.

5. BETALING VAN BESOLDIGING.

(1) *Ander werknemers as los werknemers.*—Behoudens die bepaling van klousule 4 (7) en 7 (4), moet alle bedrae wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant of, met die toestemming van die werknemer, maandeliks in kontant of per tjek gedurende die werkure of binne dertig minute nadat die werk gestaak is, betaal word op die bedryfsinrigting se gewone betaaldag vir sodanige werknemer (of in die geval van 'n skofwerker, op 'n tyd waaroor sodanige werknemer en sy werkgever ooreengekom het maar op 'n tyd wat in die gewone kantoorure van die bedryfsinrigting val en wat nie later as vier-en-twintig uur na die gewone betaaldag mag wees nie) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet geplaas word in 'n koefert of houer waarop, of wat vergesel gaan van 'n staat waarop die volgende gemeld word:—

- (a) Die werkgever se naam;
- (b) die werknemer se naam of betaalstaatsnommer en beroep;
- (c) die getal gewone werkure deur die werknemer gewerk;
- (d) die getal oortydure deur die werknemer gewerk;
- (e) die werknemer se loon;
- (f) die besonderhede van enige ander besoldiging wat uit die werknemer se diens ontstaan;
- (g) die besonderhede van alle bedrae wat afgetrek is;
- (h) die werklike bedrag wat aan die werknemer betaal word; en
- (i) die tydperk ten opsigte waarvan die bedrag betaal word;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

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

(3) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) *Purchase of Goods*.—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Board and Lodging*.—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions*.—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:—

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, medical aid, insurance, savings, provident or pension funds, or income tax redemption certificates or subscriptions to any institution for the benefit of the employee or to an employee's recreational club, if such club is on the employer's premises: Provided that the written consent of an employee to whom proviso (ii) (a) to clause 8 (1) applies need not be obtained in the case of a deduction for such a sick benefit or provident fund;
- (b) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, deduction proportionate to the period of his absence and calculated on the basis of the wage which said employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week. R	Per Month. R
(i) Board.....	0.80	3.46½
(ii) Lodging.....	0.40	1.73
(iii) Board and Lodging.....	1.20	5.20

- (e) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—
 - (i) that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - (ii) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
 - (iii) that no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings, 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 an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority;
- (g) with the written consent of his employee, deductions for contributions to the funds of the trade union.

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

(1) *Ordinary Hours of Work*.—An employer shall not require or permit an employee, other than a casual employee, to work more ordinary hours of work than—

- (a) in the case of an employee who works a six-day week—
 - (i) forty-six in any week from Monday to Saturday, inclusive; and
 - (ii) subject to sub-paragraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one-half;

en sodanige Koevert of houer waarop hierdie besonderhede aangegeven is of sodanige staat word die eiendom van die werknemer.

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

(3) *Premies*.—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag of regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word nie.

(4) *Aankoop van goedere*.—'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van 'n winkel, plek of persoon deur hom aangewys, te koop nie.

(5) *Etes en huisvesting*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werknemer nie van sy werkgewer vereis om etes of huisvesting of etes en huisvesting by hom of by 'n persoon of op 'n plek deur hom aangewys, te neem nie.

(6) *Aftrappings*.—'n Werkgewer mag nie sy werknemer enige boete oplê nie en mag ook geen bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende bedrae kan aftrek:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, verskerings-, spaar-, voorsorgs- of pensioenfonds, of vir inkomstebelastingdelginsertifikate of as ledegede vir enige inrigting waaruit die werknemer voordeel trek, of vir 'n werknemer se ontspanningsklub, as sodanige klub op die perseel van die werkgewer is: Met dien verstande dat die skriftelike toestemming van 'n werknemer op wie voorbehoudsbepaling (ii) (a) van klousule 8 (1) van toepassing is, nie in die geval van 'n bedrag wat vir sodanige siektebystands- of voorsorgsfonds afgetrek word, verkry hoef te word nie;
- (b) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as in opdrag of op versoek van sy werkgewer, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken word op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van gesegde afwesigheid ontvang het;
- (c) enige bedrag wat 'n werkgewer wettiglik of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of kan aftrek;
- (d) wanneer 'n werknemer daarmee instem of wanneer daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes of huisvesting by sy werkgewer te neem, hoogstens die bedrag hieronder gespesifiseer:—

	Per week. R	Per maand. R
(i) Etes.....	0.80	3.46½
(ii) Huisvesting.....	0.40	1.73
(iii) Etes en huisvesting.....	1.20	5.20

- (e) wanneer die gewone werkure soos in klousule 6 voorgeskryf, weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon ten opsigte van elke uur van sodanige vermindering: Met dien verstande—
 - (i) dat sodanige bedrag nie meer as een derde van die werknemer se weekloon mag beloop nie, afgesien van die getal ure waarmee die gewone werkure aldus ingekort is;
 - (ii) dat geen bedrag in die geval van korttyd as gevolg van 'n bedryfslapte of 'n tekort aan grondstowwe afgetrek mag word nie tensy die werkgewer sy werknemer op die vorige werkdag in kennis gestel het van sy voorneme om die gewone werkure te verminder;
 - (iii) dat geen bedrag in die geval van korttyd as gevolg van 'n onklaarraking van installasie of masjinerie of 'n werklike of dreigende onklaarraking van geboue, ten opsigte van die eerste uur wat daar nie gewerk word nie, afgetrek mag word nie tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;
- (f) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike owerheid betaal het ten opsigte van die huur van 'n huis of huisvesting in 'n koshuis wat deur sodanige werknemer geokkupeer word in 'n lokasie of Bantoeoord onder die beheer van sodanige raad of ander plaaslike owerheid;
- (g) met die skriftelike toestemming van sy werknemer, bydraes tot die fondse van die vakvereniging.

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

(1) *Gewone werkure*.—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om meer gewone werkure te werk nie as—

- (a) in die geval van 'n werknemer wat ses dae in 'n week werk—
 - (i) ses-en-veertig in enige bepaalde week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, agt op enige bepaalde dag, tensy die ure op een dag nie meer as vyf is nie, en in dié geval mag die ure op enigen van die ander dae tot agt en 'n half verleng word;

- (b) in the case of an employee who works a five-day week—
 (i) forty-six in any week from Monday to Friday, inclusive; and
 (ii) subject to sub-paragraph (i) hereof, nine and one-quarter on any day;

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and one-half on any day.

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime:
 Provided—

- (i) that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced;
 (ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous;
 (iii) that, if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;
 (iv) that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;
 (v) that when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to fifteen minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours and such second meal interval may be deemed not to be part of the ordinary hours of work or overtime.

(4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable in the middle of each first work period of the day and in the middle of each second work period of the day and during such interval such 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 of such employee.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3), all hours of work of an employee on any day shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—

- (a) in the case of a casual employee, two hours on any day;
 (b) in the case of any other employee, ten hours in any week.
 (8) *Female Employees.*—Notwithstanding anything to the contrary contained in this 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.;
 (b) after 1 o'clock p.m. on more than five days a week;
 (c) overtime for more than two hours on any day;
 (d) overtime on more than three consecutive days in any week;
 (e) overtime on more than sixty days in any year;
 (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 (i) before midday given notice thereof to such employee; or
 (ii) provided such an employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
 (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay an employee who works overtime not less than—

- (a) in the case of a casual employee, one and one-third times his daily wage divided by eight and one-half in respect of each hour or part of an hour so worked on any day;
 (b) in the case of any other employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any days in any week.

- (b) in die geval van 'n werknemer wat vyf dae in 'n week werk—

- (i) ses-en-veertig in enige bepaalde week van Maandag tot en met Vrydag;
 (ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op enige bepaalde dag; en

(2) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om vir meer as agt en 'n half gewone werkure op 'n bepaalde dag te werk nie.

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir meer as vyf uur aanmekeer sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag nie van so 'n werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag nie deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande—

- (i) dat 'n werkgewer met sy werknemer ooreen kan kom om sodanige etenspouse tot minstens 'n half uur te verkort, en in so 'n geval en nadat die werkgewer 'n verklaring in verband met sodanige ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied ingedien het, kan die etenspouse aldus verkort word;
 (ii) dat werktydperke wat onderbreek word deur pouses van minder as een uur, behoudens voorbehoudsbepaling (i) geag word aaneenlopend te wees;
 (iii) dat, indien sodanige pouse langer as een uur is, enige tydperk van langer as een uur en vyftien minute geag word tyd te wees wat daar gewerk is;
 (iv) dat 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig nie as om verantwoordelik vir die voertuig te wees of te bly, vir die toepassing van hierdie klousule geag word nie gedurende sodanige pouse te gewerk het nie;
 (v) dat, wanneer daar van 'n werkgewer vereis word om, vanweë oortydwerk, op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot vyftien minute verkort kan word solank die totale tydperk wat die werknemer na die eerste etenspouse van die dag gewerk het, nie langer as sewe uur is nie, en sodanige tweede etenspouse kan geag word nie deel van die gewone werkure of oortydwerkure uit te maak nie.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute so na as moontlik aan die middel van elke eerste werktydperk van die dag en so na as moontlik aan die middel van elke tweede werktydperk van die dag toestaan, en gedurende sodanige pouse mag daar nie van 'n werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van sodanige werknemer uit te maak.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van subklousule (3), moet alle werkure van 'n werknemer op enige dag agtereenvolgend wees.

(6) *Oortydwerk.*—Alle tyd wat daar langer gewerk word as die getal gewone werkure voorgeskryf in subklousules (1) en (2), word geag oortydwerk te wees.

(7) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om oortyd vir langer as—

- (a) twee uur op 'n dag, in die geval van 'n los werknemer;
 (b) tien uur in 'n week, in die geval van 'n ander werknemer; te werk nie.

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

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
 (b) na 1-uur nm. op meer as vyf dae in 'n week te werk nie;
 (c) oortyd vir meer as twee uur op 'n dag te werk nie;
 (d) oortyd op meer as drie agtereenvolgende dae in 'n week te werk nie;
 (e) oortyd op meer as sesig dae in 'n jaar te werk nie;
 (f) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag oortyd te werk nie tensy hy—
 (i) voor die middag kennis daarvan aan sodanige werknemer gegee het; of
 (ii) sodanige werknemer voorsien het van 'n toereikende e'e en haar genoeg tyd toegelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 (iii) sodanige werknemer minstens vyf-en-twintig sent betyds genoeg betaal het om haar in staat te stel om 'n e'e te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(9) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, minstens die volgende betaal:—

- (a) In die geval van 'n los werknemer, een en een-derde maal sy dagloon gedeel deur agt en 'n half, ten opsigte van elke uur of deel van 'n uur aldus op 'n dag gewerk;
 (b) in die geval van 'n ander werknemer, een en een-derde maal sy uurloon ten opsigte van elke uur of deel van 'n uur wat hy altesaam op alle dae van 'n week oortyd gewerk het.

(10) *Savings.*—(a) The provisions of this clause shall not apply to a traveller.

(b) The provisions of this clause shall not apply to a foreman, a senior managerial, professional or administrative employee or a sub-manager if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R170 per month.

(c) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

(d) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to a chauffeur;

(e) The provisions of sub-clause (4) shall not apply to a driver of a motor vehicle, or a part-time driver of a motor vehicle.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him—

(a) in the case of a traveller, three consecutive weeks' leave;

(b) in the case of every other employee, two weeks plus three work days' consecutive leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a) an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage plus three times the daily wage to which he is entitled as from the first day of the leave:

Provided that for the purpose of this clause the weekly wage of a traveller who is employed on commission work shall be calculated by dividing the remuneration payable to him by virtue of his agreement in accordance with clause 11 (7) in respect of the three months immediately preceding the date of the accrual of his leave by thirteen or if he has had less than three months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period: Provided further that for the purpose of this clause the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided—

(i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training;

(iii) that if New Year's Day, Good Friday, Easter Monday, Ascension Day, Family Day, the Day of the Covenant, Christmas Day, or Boxing Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (a) At the written request of an employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

(i) that such request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates, and

(ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the latter.

(b) The provisions of sub-clause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.

(4) The remuneration in respect of the leave prescribed in sub-clause (1), read with sub-clause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(10) *Voorbehoudsbepaling.*—(a) Die bepalinge van hierdie klousule is nie op 'n handelsreisiger van toepassing nie.

(b) Die bepalinge van hierdie klousule is nie op 'n voorman, 'n senior bestuurs-, professionele of administratiewe werknemer of 'n onderbestuurder van toepassing nie as, en solank as wat, sodanige werknemer in ontvangs van 'n gereelde besoldiging van minstens R170 per maand is.

(c) Die bepalinge van subklousules (3), (4), (5) en (7) is nie op 'n werknemer van toepassing nie terwyl hy met noodwerk besig is.

(d) Die bepalinge van subklousules (3), (4), (5) en (7) is nie op 'n chauffeur van toepassing nie.

(e) Die bepalinge van subklousule (4) is nie op die bestuurder van 'n motorvoertuig of 'n deeltydse bestuurder van 'n motorvoertuig van toepassing nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werknemer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande diens by hom—

(a) in die geval van 'n handelsreisiger, drie agtereenvolgende weke verlof;

(b) in die geval van elke ander werknemer, twee weke plus drie werkdag aaneenlopende verlof;

verleen en sodanige werknemer ten opsigte van sodanige verlof soos volg betaal:—

(i) In die geval van 'n werknemer wat in paragraaf (a) bedoel word, 'n bedrag van minstens drie maal die weekloon waarop hy met ingang van die eerste dag van die verlof geregtig is;

(ii) in die geval van 'n werknemer wat in paragraaf (b) bedoel word, 'n bedrag van minstens dubbel die weekloon plus drie maal die dagloon waarop hy op die eerste dag van die verlof geregtig is:

Met dien verstande dat, vir die toepassing van hierdie klousule, die weekloon van 'n handelsreisiger wat kommissiewerk verrig, bereken moet word deur die besoldiging wat uit hoofde van sy ooreenkoms ingevolge klousule 11 (7) aan hom betaalbaar is ten opsigte van die drie maande onmiddellik voor die datum waarop sy verlof verskuldig word, te deel deur dertien of, as hy vir minder as drie maande aldus werksaam was, deur die totale besoldiging aldus aan hom betaalbaar gedurende die tydperk wat hy aldus werksaam was, te deel deur die getal voltooide weke in sodanige tydperk; en voorts met dien verstande dat, vir die toepassing van hierdie klousule, die weekloon van 'n werknemer wat stukwerk verrig, bereken moet word op die grondslag vervat in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(2) Die verlof voorgeskryf in subklousule (1), moet verleen word op 'n tyd wat die werkgewer bepaal: Met dien verstande—

(i) dat, as sodanige verlof nie vroeër verleen is nie, dit behoudens die bepalinge van subklousule (3) so verleen moet word dat dit begin binne vier maande na die voltooiing van die twaalf maande diens waarop dit betrekking het of, as die werkgewer en die werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, dat die werkgewer sodanige verlof aan die werknemer moet verleen vanaf 'n datum nie later nie as twee maande na die vers'ryking van genoemde tydperk van vier maande;

(ii) dat die tydperk van verlof nie met siekteverlof wat ingevolge klousule 8 verleen is of, tensy die werknemer dit so versoek en die werkgewer skriftelik daarmee instem, met 'n tydperk van militêre opleiding mag saamval nie;

(iii) dat, as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gesinsdag, Gelofte, Kersdag of Tweede Kersdag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer ten opsigte van elke sodanige bygevoegde dag 'n bedrag wat minstens aan sy dagloon gelyk is, betaal moet word;

(iv) dat 'n werkgewer dié dae geleentheidsverlof met volle besoldiging wat op die skriftelike versoek van sy werknemer aan sodanige werknemer verleen is gedurende die tydperk van twaalf maande diens waarop die tydperk van verlof betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van 'n werknemer kan 'n werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens ophoop: Met dien verstande—

(i) dat sodanige werknemer sodanige versoek moet rig binne vier maande na die verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek op die versoek moet aanteken en onderteken en sodanige versoek vir 'n tydperk van minstens drie jaar vanaf sodanige datum of die datum waarop die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, verstryk het, naamlik die jongste datum, moet bewaar.

(b) Die bepalinge van subklousule (2) is *mutatis mutandis* van toepassing op die verlof wat in hierdie subklousule bedoel word.

(4) Die besoldiging ten opsigte van die verlof wat in subklousule (1), gelees met subklousule (3), voorgeskryf word, moet voor of op die laaste werkdag voor die begin van die verlof betaal word.

(5) An employee, whose contract of employment terminates during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth of the weekly wage, and
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), the daily wage,

he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 15 unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this sub-clause.

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 15 pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 8;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training,

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus up to four months of any period of military training 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 a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the coming into force of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to a period of annual leave in terms thereof on the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Agreement, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of twelve months, close his establishment for two consecutive weeks plus three work days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) (b) shall in respect of any leave due to him be paid by his employer on the basis set out in sub-clause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

3. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than twenty work days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed period of five weeks of employment;

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van twaalf maande diens eindig voordat die verloftydperk soos voorgeskryf in subklousule (1), ten opsigte van daardie tydperk opgehoop het, moet, by sodanige beëindiging en benewens ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienстыdperk minstens die volgende bedrag betaal word:—

- (a) In die geval van 'n werknemer wat in paragraaf (a) van subklousule (1) bedoel word, een-vierde van die weekloon; en
- (b) in die geval van 'n werknemer wat in paragraaf (b) van subklousule (1) bedoel word, die dagloon;

wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgewer 'n proporsionele bedrag ten opsigte van enige tydperk van verlof wat ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen is, kan aftrek, en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder om dié kennis te gee en dié kennisgewingstermyn uit te dien wat in klousule 15 voorgeskryf word (tensy die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer betaal het in plaas van kennis te gee); of
- (ii) wat sy diens verlaat sonder 'n regsgeldige rede; of
- (iii) wat sonder kennisgewing deur sy werkgewer om 'n regsgeldige rede ontslaan word;

nie op betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof soos in subklousule (1), gelees het subklousule (3), voorgeskryf word en wie se dienskontrak eindig voordat sodanige verlof verleen is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen is.

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk in te sluit ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 15 betaal in plaas van kennis te gee en ook enige tydperk of tydperke wat 'n werknemer afwesig is—

- (a) met verlof ooreenkomstig hierdie klousule;
- (b) met siekteverlof ooreenkomstig klousule 8;
- (c) op las of op versoek van sy werkgewer;
- (d) terwyl hy militêre opleiding ondergaan;

en wat in enige jaar op hoogstens tien weke altesaam ten opsigte van items (a), (b) en (c) te staan kom, plus hoogstens vier maande van enige tydperk van militêre opleiding wat hy daardie jaar ondergaan het, en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms ingevolge enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op sodanige verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens was en op wie enige wet waarby jaarliks verlof voorgeskryf word, van toepassing was maar wat nie daarkragtens op 'n tydperk van jaarlikse verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van 'n ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Ooreenkoms in werking tree, naamlik die jongste datum.

(8) (a) Ondanks andersluidende bepalinge in hierdie klousule, kan 'n werkgewer, vir die doel van jaarlikse verlof, sy bedryfsinrigting te eniger tyd maar nie meer as een maal in 'n tydperk van twaalf maande nie, vir twee agtereenvolgende weke plus drie werkdade plus enige addisionele dae wat uit hoofde van die derde voorbehoudsbepaling van subklousule (2) bygevoeg moet word, vir die doel van die jaarlikse verlof sluit.

(b) 'n Werknemer wat op die datum van die sluiting van 'n bedryfsinrigting ooreenkomstig die bepalinge van paragraaf (a) nie op die volle tydperk van jaarlikse verlof soos in subklousule (1) (b) voorgeskryf, geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag soos voorgeskryf in subklousule (5), en vir die doel van jaarlikse verlof daarna word sy diens geag te begin het op die datum waarop die bedryfsinrigting sluit.

8. SIEKTEVERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongesteldheid van sy werk afwesig is, siekteverlof vir altesaam minstens twintig werkdade gedurende elke tydkring van vier-en-twintig agtereenvolgende maande diens by hom verleen en sodanige werknemer ten opsigte van enige tydperk van afwesigheid ooreenkomstig die bepalinge van hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat, gedurende die eerste vier-en-twintig agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle besoldiging geregtig is nie as een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens;

(ii) that this clause shall not apply to an employee—

(a) whose employer makes contributions, at least equal to those made by the employee, to a sick benefit or provident fund, established by virtue of an agreement between the employer and some or all of his employees or between the employer and a registered trade union, or

(b) at whose written request his employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty work days, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the proviso to this sub-clause;

(iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate irrespective of the duration of such absence.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) For the purpose of this clause the expression—

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

(i) on leave in terms of clause 7;

(ii) on the instructions or at the request of his employer;

(iii) on sick leave in terms of sub-clause (1);

(iv) undergoing military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus up to four months of any period of military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall for the purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clause 5 (6), if an employee does not work on New Year's Day, Good Friday, Easter Monday, Ascension Day, Family Day, Day of the Covenant, Christmas Day or Boxing Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer—

(a) wie se werkgever bydraes wat ten minste gelyk is aan die bydraes van die werknemer, betaal aan 'n siektebystands- of voorsorgsfonds wat uit hoofde van 'n ooreenkoms tussen die werkgever en party van of al sy werknemers of tussen die werkgever en 'n geregistreerde vakvereniging gestig is; of

(b) op wie se skriftelike versoek sy werkgever bydraes wat minstens gelyk is aan dié van die werknemer, betaal aan enige fonds of organisasie, deur die werknemer genoem, wat aan sodanige werknemer waarborg dat, ingeval van sy ongesteldheid onder die omstandighede gemeld in hierdie klousule, 'n bedrag aan hom betaal sal word wat altesaam minstens gelyk is aan die ekwivalent van sy loon vir twintig werkdade in elke tydkring van vier-en-twintig maande diens, met dié uitsondering dat, gedurende die eerste vier-en-twintig maande wat die werknemer die bydraes betaal, die gewaarborgde getal dae nie hoër as die getal dae wat ingevolge die voorbehoudsbepaling van hierdie subklousule oploop, hoef te wees nie;

(iii) dat, waar daar by Wet van 'n werkgever vereis word om gelde vir die hospitaal- of geneeskundige behandeling van 'n werknemer te betaal en hy sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die betaling wat ingevolge hierdie klousule verskuldig is ten opsigte van afwesigheid weens ongesteldheid;

(iv) dat, as daar by enige ander Wet van 'n werkgever vereis word om ten opsigte van enige tydperk van ongesteldheid waarop hierdie klousule van toepassing is, aan 'n werknemer sy volle loon te betaal, die bepaling van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan as 'n voorafgestelde voorwaarde vir die betaling, deur hom, van enige bedrag wat 'n werknemer ingevolge hierdie klousule eis ten opsigte van afwesigheid van werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, van sodanige werknemer vereis om 'n sertifikaat in te dien wat deur 'n geneeskundige praktisyn onderteken is en wat die aard en duur van die werknemer se ongesteldheid bevestig: Met dien verstande dat, wanneer 'n werknemer by twee of meer geleenthede gedurende enige tydperk van agt agtereenvolgende weke betaling vir tydperke van drie agtereenvolgende kalenderdae of minder kragtens hierdie klousule geëis het sonder om sodanige sertifikaat voor te lê, sy werkgever gedurende die daaropvolgende agt weke as 'n voorafgestelde voorwaarde vir die betaling, deur hom, van enige bedrag wat sodanige werknemer kragtens hierdie klousule eis, van die werknemer kan vereis om, ongeag die duur van sodanige afwesigheid, sodanige sertifikaat voor te lê.

(3) Waar 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgever weens ongesteldheid afwesig is vir 'n tydperk wat langer is as die siekteverlof wat ten tyde van sodanige ongesteldheid opgeloopt het, is hy slegs ten opsigte van dié verlof wat aldus opgeloopt het, geregtig op betaling; maar sy werkgever moet, as hy dit nie alreeds gedoen het nie, by die verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens siekte betaal in die mate wat siekteverlof by sodanige verstryking of beëindiging opgeloopt het maar nie geneem is nie.

(4) Vir die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer afwesig is—

(i) met verlof ooreenkomstig klousule 7;

(ii) op las of op versoek van sy werkgever;

(iii) met siekteverlof ooreenkomstig subklousule (1);

(iv) terwyl hy militêre diens ondergaan;

en wat in enige jaar altesaam hoogstens tien weke beloop ten opsigte van items (i), (ii) en (iii), plus hoogstens vier maande militêre opleiding wat in daardie jaar ondergaan is, en enige tydperk wat 'n werknemer onmiddellik voor die datum van inwerking reëling van hierdie Ooreenkoms by dieselfde werkgever in diens was, word vir die toepassing van hierdie klousule geag diens te wees ingevolge hierdie Ooreenkoms, en enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer verleen is, word geag ingevolge hierdie Ooreenkoms verleen te gewees het;

(b) beteken "ongesteldheid" onvermoë om te werk weens enige siekte of besering, uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat werkonvermoë veroorsaak deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongesteldheid te wees slegs ten opsigte van enige tydperk van werkonvermoë waarvoor geen bedrag ten opsigte van ongeskiktheid ingevolge daardie Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) As 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gesinsdag, Geloftedag, Kersdag of Tweede Kersdag werk nie, moet sy werkgever hom, behoudens die bepalinge van klousule 5 (6), vir die week waarin sodanige dag val, minstens sy weekloon betaal.

(2) Whenever an employee works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Family Day, Day of the Covenant, Christmas Day or Boxing Day, his employer shall, save as provided in clause 5 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate of such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) *Compensation for Work on a Sunday.*—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 his daily wage; or
- (ii) if he so works for a period exceeding four hours, not less than double his hourly wage for each hour or part of an hour in respect of the total period worked by him on such Sunday or not less than double his daily wage, whichever is the greater; or

(b) pay him one and one-third times his hourly wage for each hour or part of an hour worked by him in the aggregate on such Sunday, and grant him, within fourteen days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) This clause shall not apply to a casual employee or a traveller.

10. PROPORTION OR RATIO.

(1) An employer in the Flat-ware Section of the Industry shall not employ an unqualified glass beveller, an unqualified glass cutter, an unqualified glass silverer, an unqualified polisher or an unqualified auto glass fitter, unless he has in his employ a qualified glass beveller, a qualified glass cutter, a qualified glass silverer, a qualified polisher or a qualified auto glass fitter, respectively, and for every qualified glass beveller, qualified glass cutter, qualified glass silverer, qualified polisher or qualified auto glass fitter in his employ he shall not employ more than two unqualified glass bevellers, unqualified glass cutters, unqualified glass silverers, unqualified polishers or unqualified auto glass fitters, respectively.

(2) An employer shall not employ an unqualified clerk or an unqualified traveller unless he has in his employ a qualified clerk or qualified traveller, respectively, and for every qualified clerk or qualified traveller in his employ he shall not employ more than two unqualified clerks or unqualified travellers respectively.

(3) For the purpose of this clause—

- (a) an unqualified employee who receives a wage of not less than that prescribed in clause 4 (1) for a qualified employee of his class in the area in which he works may be deemed to be a qualified employee in that class;
- (b) an employer of a manager who is wholly or mainly engaged in his establishment in the work of any class of employee mentioned in this clause, other than a traveller, may be deemed to be a qualified employee of that class.

11. PIECEWORK OR TASK-WORK.

(1) An employer may, after at least one week's notice to his employee, other than a traveller, introduce any piece-work system and, save as provided in clause 5 (6), the employer shall pay such employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

- (a) in the case of an employee other than a casual employee, in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked;
- (b) in the case of a casual employee, in respect of each day on which piece-work is performed the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

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

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gesinsdag, Geloftedag, Kersdag of Tweede Kersdag werk, moet sy werkgever hom, behoudens die bepalinge van klousule 5 (6), vir die week waarin sodanige dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer altesaam op sodanige dag gewerk het: Met dien verstande dat waar daar van sodanige werknemer vereis word of hy toegelaat word om vir minder as vier uur op sodanige dag te werk, hy geag moet word vir vier uur te gewerk het.

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

(a) aan die werknemer—

- (i) minstens sy dagloon betaal as hy vir 'n tydperk van hoogstens vier uur aldus werk; of
- (ii) minstens dubbel sy uurloon betaal vir elke uur of gedeelte van 'n uur ten opsigte van die totale tydperk wat hy op sodanige Sondag vir langer as vier uur gewerk het, of minstens dubbel sy dagloon, naamlik die bedrag wat die grootste is; of

(b) hom een en een derde maal sy uurloon betaal vir elke uur of gedeelte van 'n uur wat hy altesaam op sodanige Sondag gewerk het en hom binne vertien dae na sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om vir minder as vier uur op sodanige Sondag te werk, hy geag word vir vier uur te gewerk het.

(4) Hierdie klousule is nie op 'n los werknemer of 'n handelsreisiger van toepassing nie.

10. GETALVERHOUDING.

(1) 'n Werkgever in die Platware-afdeling van die Nywerheid mag nie 'n ongekwalfiseerde glasafskuiwer, 'n ongekwalfiseerde glassnyer, 'n ongekwalfiseerde glasversilweraar, 'n ongekwalfiseerde poleerder of 'n ongekwalfiseerde motorglasmoniteur in diens neem nie tensy hy onderskeidelik 'n gekwalfiseerde glasafskuiwer, 'n gekwalfiseerde glassnyer, 'n gekwalfiseerde glasversilweraar, 'n gekwalfiseerde poleerder of 'n gekwalfiseerde motorglasmoniteur in sy diens het, en vir elke gekwalfiseerde glasafskuiwer, gekwalfiseerde glassnyer, gekwalfiseerde glasversilweraar, gekwalfiseerde poleerder of gekwalfiseerde motorglasmoniteur in sy diens mag hy nie meer as onderskeidelik twee ongekwalfiseerde glasafskuiwers, ongekwalfiseerde glassnyers, ongekwalfiseerde glasversilweraars, ongekwalfiseerde poleerders of ongekwalfiseerde motorglasmoniteurs in sy diens hê nie.

(2) 'n Werkgever mag nie 'n ongekwalfiseerde klerk of 'n ongekwalfiseerde handelsreisiger in sy diens hê nie tensy hy onderskeidelik 'n gekwalfiseerde klerk of gekwalfiseerde handelsreisiger in sy diens het, en vir elke gekwalfiseerde klerk of gekwalfiseerde handelsreisiger in sy diens mag hy nie meer as onderskeidelik twee ongekwalfiseerde klerke of ongekwalfiseerde handelsreisigers in sy diens hê nie.

(3) By die toepassing van hierdie klousule—

- (a) kan 'n ongekwalfiseerde werknemer wat minstens die loon ontvang wat in klousule 4 (1) vir 'n gekwalfiseerde werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, geag word 'n gekwalfiseerde werknemer in daardie klas te wees;
- (b) kan 'n werkgever of 'n bestuurder wat in sy bedryfsinrigting uitsluitlik of hoofsaaklik die werk verrig van enige klas werknemer in hierdie klousule genoem, uitgesonderd 'n handelsreisiger, geag word 'n gekwalfiseerde werknemer van daardie klas te wees.

11. STUKWERK OF TAAKWERK.

(1) 'n Werkgever kan, nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, gegee het, 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens die bepalinge van klousule 5 (6), aan sodanige werknemer wat volgens sodanige stukwerkstelsel werk, die besoldiging betaal wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat, ongeag die hoeveelheid werk wat verrig word, die werkgever sodanige werknemer minstens die volgende moet betaal:—

- (a) in die getal van 'n ander werknemer as 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die bedrag wat hy aan sodanige werknemer vir daardie week sou moes betaal het as sodanige werknemer besoldig was op grondslag van tyd gewerk;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die bedrag wat hy aan sodanige werknemer vir daardie dag sou moes betaal het as sodanige werknemer besoldig was op grondslag van tyd gewerk.

(2) 'n Werkgever moet 'n lys van die besoldiging bedoel in subklousule (1), in 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om 'n stukwerkstelsel wat in swang is of die besoldiging wat daarvolgens betaalbaar is, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een maand vooraf van sodanige voorneme in kennis stel: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer kennisgewingtermyn ooreen kan kom, en in so 'n geval moet die werkgever minstens dié tydperk kennis gee waaroor daar ooreengekom is.

(4) Notwithstanding anything to the contrary in this clause, an employer need not give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

(5) A traveller who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement of a statement setting out the terms of the agreement, which shall include—

- the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 4 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;
- the day of the week or month on which commission earned is due and payable;
- the area in which the traveller is required or permitted to work;
- the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and
- the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the calendar month succeeding the month during which employment was terminated.

(6) The terms of the agreement referred to in sub-clause (5) shall be financially not less favourable to the traveller than this Agreement: Provided that the due date of payment of remuneration to a traveller on commission work shall be in accordance with the agreement and in this respect the provisions of clause 5 (1) shall not apply to such payment.

(7) Save as provided in clause 5 (6), an employer shall pay to his traveller who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such traveller in respect of any period shall be not less than that which would be due to him for that period in terms of clause 4 (1).

(8) An employer or a traveller, who intends to cancel, or to negotiate for an alteration of, an agreement in regard to commission work, shall give written notice of such intention and the period of such notice shall be not less than that required to terminate the contract of employment of such traveller in terms of clause 15.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

13. PROHIBITION OF EMPLOYMENT.

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

14. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in the Schedule to this Agreement, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

- during the first four weeks of employment, not less than one work day's,
- after the first four weeks of employment, not less than one week's

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

- in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

- the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(4) Ondanks andersluidende bepalinge in hierdie klousule, hoef 'n werkgever nie aan 'n los werknemer kennis van sy voorneme om 'n stukwerkstelsel in te voer, in te trek of te wysig, te gee nie.

(5) 'n Handelsreisiger wat, volgens 'n ooreenkoms met sy werkgever, kommissiewerk onderneem, moet, voordat daar met sodanige werk begin word, deur sy werkgever voorsien word van 'n juiste kopie van die Ooreenkoms of van 'n verklaring waarin die bepalinge van die Ooreenkoms gemeld word en wat onder andere die volgende bevat:—

- Die week- of maandloon wat aan die handelsreisiger betaalbaar is in gevalle waar sodanige loon hoër is as dié wat in klousule 4 (1) vir sodanige handelsreisiger voorgeskrif word en die kommissietarief of -tariewe en die voorwaardes waarop hy daarop geregtig word;
- die dag van die week of die maand waarop die kommissie wat hy verdien het, verskuldig en betaalbaar is;
- die gebied waarin die handelsreisiger moet werk of toegelaat word om te werk;
- die tipe, beskrywing, getal, hoeveelheid of waarde van bestellings (individueel, weekliks, maandeliks of andersins) wat die werkgever bereid is om van tyd tot tyd te aanvaar; en
- die dag waarop die kommissie betaal moet word ten opsigte van bestellings wat die werkgever voor die beëindiging van die dienskontrak aanvaar het: Met dien verstande dat sodanige betaaldag nie later mag wees nie as die laaste werkdag van die kalendermaand wat volg op die maand waarin die diens beëindig is.

(6) Die bepalinge van die ooreenkoms wat in subklousule (5) bedoel word, mag finansieel nie minder gunstig vir die handelsreisiger wees nie as dié in hierdie Ooreenkoms vervat: Met dien verstande dat die datum waarop die besoldiging van 'n handelsreisiger wat kommissiewerk verrig, verskuldig is en betaal moet word, dié moet wees soos in die ooreenkoms bepaal en dat die bepalinge van klousule 5 (1) in hierdie opsig nie op sodanige betaling van toepassing is nie.

(7) 'n Werkgever mag, behoudens die bepalinge van klousule 5 (6), aan sy handelsreisiger wat kommissiewerk verrig, nie 'n besoldiging wat minder is as dié waarvoor hulle ooreengekom het, betaal nie: Met dien verstande dat, afgesien van die getal of waarde van die bestellings wat die werkgever aanvaar, die besoldiging van sodanige handelsreisiger ten opsigte van enige tydperk nie minder mag wees nie as dié wat vir daardie tydperk ingevolge klousule 4 (1) aan hom verskuldig sou gewees het.

(8) 'n Werkgever of 'n handelsreisiger wat voornemens is om 'n ooreenkoms in verband met kommissiewerk in te trek of om onderhandelinge in verband met 'n wysiging daarvan aan te knoop, moet skriftelik van sodanige voorneme kennis gee, en die tydperk van sodanige kennisgewing mag nie korter wees nie as dié wat ingevolge klousule 15 vir die beëindiging van die dienskontrak van sodanige handelsreisiger vereis word.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet enige uniform, oorpak, rubberlaarse of ander beskermende klere wat volgens sy vereistes deur sy werknemer gedra moet word of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n dienlike toestand hou, en sodanige uniform, oorpak, rubberlaarse of ander beskermende klere bly die eiendom van die werkgever.

13. VERBOD OP INDIENSNEMING.

'n Werkgever mag niemand onder die leeftyd van vyftien jaar in diens neem nie.

14. DIENSSERTIFIKAAT.

By die beëindiging van die dienskontrak om 'n ander rede as weens die dros van 'n werknemer, moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat verskaf wat wesenlik in die vorm moet wees soos in die Bylae van hierdie Ooreenkoms voorgeskrif. Sodanige sertifikaat moet die volle name van die werkgever en sy werknemer, die beroep van die werknemer, die datum waarop die dienskontrak begin en beëindig is en die werknemer se weekloon ten tyde van sodanige beëindiging verstrek.

15. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- gedurende die eerste vier weke diens minstens een werkdag;
- na die eerste vier weke diens minstens een week;

vooraf kennis gee van die beëindiging van die kontrak, of 'n werkgever of werknemer kan die kontrak sonder kennisgewing beëindig deur aan die werknemer of aan die werkgever, na gelang van die geval, minstens die volgende te betaal of te verbeur in plaas daarvan om aldus kennis te gee:—

- In die geval waar daar een werkdag kennis gegee moet word, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang het;
- in die geval waar daar 'n week vooraf kennis gegee moet word, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang het:

Met dien verstande dat hierdie bepaling nie die volgende raak nie:—

- Die reg van 'n werkgever of 'n werknemer om 'n kontrak sonder kennisgewing om 'n regseldige rede te beëindig;

- (ii) 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 that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:
- Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".
- (2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.
- (3) The notice prescribed in sub-clause (1) shall take effect from the day it is given: Provided—
- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 7 or any period of military training;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

SCHEDULE.

I/We (a).....carrying on trade in the Flat-ware Section of the Glass and Glassware Manufacturing Industry at..... hereby certify that..... was employed by me/us (a) from the.....day of.....19..... to the.....day of.....19.....in the occupation of (b)..... At the termination of employment his/her (a) wage was.....rand.....cents per week.

(Signature of Employer or Authorized Representative.)

Date.....

- (a) Delete whichever inapplicable.
- (b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, glass cutter.

Signed at Johannesburg this 31st day of August, 1966.

A. D. R. QUICK,
Chairman.
L. C. SCHEEPERS,
(Representing the Glass Workers' Union.)
S. C. GOLDSTEIN,
(Representing the South African National Flat Glass Association.)

No. R. 2100.] [23 December 1966.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

FLATWARE SECTION OF THE GLASS AND
GLASSWARE MANUFACTURING INDUSTRY.

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Flatware Section of the Glass and Glassware Manufacturing Industry published under Government Notice No. R. 2099 of the 23rd December, 1966, to be, on the whole, not less favourable to the employees 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,
Minister of Labour.

- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin daar voorsiening gemaak word vir 'n kennisgewingtermyn wat vir albei partye ewe lank is en langer is as dié voorgeskryf in hierdie klousule;
- (iii) die geldigheid van enige verbeurings of boetes wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat dros;

en voorts met dien verstande dat, waar die loon van 'n werknemer op die datum van beëindiging verminder is met aftrekkings ten opsigte van korttyd, die uitdrukking "ten tyde van sodanige beëindiging ontvang het" geag word "ten tyde van sodanige beëindiging sou ontvang het as geen bedrae ten opsigte van korttyd afgetrek was nie" te beteken wanneer 'n werkgewer 'n werknemer betaal in plaas daarvan dat hy hom kennis gee.

(2) Waar daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van kennisgewing ooreenkom met die kennisgewingtermyn waarvoor daar ooreengekom is.

(3) Die kennisgewingtermyn voorgeskryf in subklousule (1), loop vanaf die dag waarop daar kennis gegee word: Met dien verstande—

- (i) dat die kennisgewingtermyn nie mag saamval nie met, en kennis nie gegee mag word nie gedurende, 'n werknemer se afwesigheid met verlof wat ooreenkomstig klousule 7 verleen is of 'n tydperk van militêre opleiding;
- (ii) dat daar nie gedurende 'n werknemer se afwesigheid met siekteverlof wat ooreenkomstig klousule 8 verleen is, kennis gegee mag word nie.

BYLAE.

Ek/Ons (a).....wat die Platware-afdeling van die Glas- en Glasnywerheid beoefen te.....sertifiseer hierby dat.....by my/ons (a) in diens was van die dag van.....19.....af tot die.....dag van.....19.....in die beroep van (b)..... By diensbeëindiging was sy/haar(a) loon.....rand.....sent per week.

Handtekening van werkgewer of gemagtigde verteenwoordiger.

Datum.....

- (a) Skrap wat nie van toepassing is nie.
- (b) Meld beroep waarin die werknemer uitsluitlik of hoofsaaklik werksaam was, byvoorbeeld klerk, glassnyer, ens.

Op hede die 31ste dag van Augustus 1966, te Johannesburg onderteken.

A. D. R. QUICK,
Voorsitter.
L. C. SCHEEPERS,
(Verteenwoordiger van die Glass Workers' Union.)
S. C. GOLDSTEIN,
(Verteenwoordiger van die South African National Flat Glass Association.)

No. R. 2100.] [23 Desember 1966.
WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

PLATWARE-AFDELING VAN DIE GLAS- EN
GLASWARENYWERHEID.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Platware-afdeling van die Glas- en Glaswarenywerheid, gepubliseer by Goewermmentskennisgewing No. R. 2099 van 23 Desember 1966 oor die algemeen vir werknemers wie se werkure 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 desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 2101.] [23 December 1966.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942.

FLATWARE SECTION OF THE GLASS AND
GLASSWARE MANUFACTURING INDUSTRY.

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Flatware Section of the Glass and Glassware Manufacturing Industry published under Government Notice No. R. 2099 of the 23rd December, 1966.

M. VILJOEN,
Minister of Labour.

No. R. 2101.] [23 Desember 1966.
WET OP OORLOGSMAATREELS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OOR-
LOGSMAATREEL No. 43 VAN 1942.

PLATWARE-AFDELING VAN DIE GLAS- EN
GLASWARENYWERHEID.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, gepubliseer is, die bepalinge van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Platware-afdeling van die Glas- en Glaswarenywerheid wat by Goewermentskennisgewing No. R. 2099 van 23 Desember 1966 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

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In Colours

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