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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linkerboek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 809.] [6 April 1951.
INDUSTRIAL CONCILIATION ACT, 1937.

CANVAS AND ROPEWORKING INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (6) read with sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Canvas and Ropeworking Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 25th day of July, 1952, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that trade union;
- (b) in terms of sub-section (6) read with sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 15 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 25th day of July, 1952, upon the other employers and employees engaged or employed in the said Industry, in the municipal area of Cape Town; and
- (c) in terms of sub-section (6) read with sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Cape Town, and from the second Monday after the date of publication of this notice and for the period ending the 25th day of July, 1952, the provisions contained in clause 3 to 15 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee", contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 809.] [6 April 1951.
NYWERHEID-VERSOENINGSWET, 1937.

SEILDOEK- EN TOUBEWERKINGSNYWERHEID, KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (6) gelees met subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Seildoek- en Toubewerkingsnywerheid vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 25ste dag van Julie 1952, bindend is op die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werknemers wat lede is van daardie vereniging;
- (b) kragtens subartikel (6) gelees met subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 15 van die genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 25ste dag van Julie 1952, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebied Kaapstad; en
- (c) kragtens subartikel (6) gelees met subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 van die genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 25ste dag van Julie 1952, in die munisipale gebied Kaapstad *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordomskrywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

CONCILIATION BOARD FOR THE CANVAS AND ROPEWORKING INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between

S.A. Canvas and Ropeworkers' Union

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

Canvas Workers, Ltd.,
Gourock Ropes & Canvas, Ltd.,
Mercer, Bach & Hickson, Ltd.,
S.A. Canvas Co., Ltd.,
B. Arenow

(hereinafter referred to as "the employers"), of the other part, being parties to the Conciliation Board for the Canvas and Ropeworking Industry.

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

This Agreement shall apply to all employees employed in the Canvas and Ropeworking Industry and to the employers of such employees in the municipal area of Cape Town.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation as and from the date fixed by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1937, and shall remain in force until 25th July, 1952, or for such period as may be decided by him.

3. DEFINITIONS.

Unless the contrary intention appears any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act and unless inconsistent with the context—

"assistant foreman" means an employee who assists the foreman in the performance of his duties and who may act for him in his absence;

"blindhanger" means an employee who is engaged in marking out the designs for, and/or drawing plans for, and/or estimating costs of, and/or measuring and/or erecting, blinds and/or awnings and who may make and fix the frames of such blinds and/or awnings;

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

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

"Canvas and Ropeworking Industry" means the industry in which employers and employees are associated for the manufacture of goods (other than clothing, footwear, mattresses of coir and bags of jute), of canvas and/or of coir and/or jute in factories which are registrable in terms of the Factories, Machinery and Building Work Act, 1941, and includes all operations incidental thereto or consequent thereon carried on by such employers and their employees;

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

"chargehand" means an employee who, under the supervision of a foreman or assistant foreman, is in charge of a group of labourers;

"chopper out" means an employee who cuts out material according to templet or marks by hand or machine;

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

"chopper out, unqualified," means a chopper out who has had less than three years' experience;

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, despatch clerk and telephone operator;

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

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

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

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

"cutter" means an employee, other than a blindhanger, who marks out material other than by means of a templet, according to measurements or specifications supplied to or made by him and who may cut such material and supervise choppers out and/or labourers;

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

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

"day" means the period of twenty-four hours calculated from the time the employee commences work;

"despatch clerk" means an employee engaged in clerical duties and who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing, measuring and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

BYLAE.

VERSOENINGSRAAD VIR DIE SEILDOEK- EN TOUBEWERKINGSNYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur

„S.A. Canvas and Ropeworkers' Union"

(hierna die „werkneemers" of die „vakvereniging" genoem), aan die een kant, en

„Canvas Workers, Ltd."

„Gourock Ropes & Canvas, Ltd."

„Mercer, Bach & Hickson, Ltd."

„S.A. Canvas Co., Ltd."

(hierna die „wergewers" genoem), aan die ander kant, wat die partye is by die Versoeningsraad vir die Seildoek- en Toubewerkingsnywerheid.

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms is van toepassing op alle werkneemers in diens in die Seildoek- en Toubewerkingsnywerheid en op die werkgewers van dié werkneemers in die munisipale gebied van Kaapstad.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking van die datum af wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, vasgestel word, en bly van krag tot 25 Julie 1952, of vir 'n tydperk wat deur hom bepaal mag word.

3. WOORDBEPALINGS.

Tensy die teenoorgestelde bedoeling blyk, het elke uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, omskryf is, dieselfde betekenis as in daardie Wet, en tensystrydig met die inhoud, beteken—

„assistant-voorman", 'n werkneemers wat die voorman met die uitvoering van sy pligte behulpzaam is en wat vir hom in sy afwesigheid kan optree;

„blindinghanger", 'n werkneemers wat ontwerpe afmerk en/of planne vir blindingen en/of sonskerms teken en/of die begroting opstel vir die koste en/of die afmetings en/of die aanbring daarvan, en wat die raamwerk vir suike blindingen en/of sonskerms kan maak en aanbring;

„blindinghanger, gekwalifiseer," 'n blindinghanger met minstens vier jaar ervaring;

„blindinghanger, ongekwalifiseer," 'n blindinghanger met minder as vier jaar ervaring;

„Seildoek- en Toubewerkingsnywerheid", die nywerheid waarin werkgewers en werkneemers verbonde is vir die vervaardiging van goedere (behalwe klerasie, skoeisel, klapperhaarmatrasse en goingsakkie) vir seildoek en/of klapperhaar en/of goings in fabriek wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word, en sluit alle bedrywigheide in wat by die nywerheid behoort, of daaruit ontstaan, wat deur sodanige werkgewers en hul werkneemers verrig word;

„los werkneemers", 'n werkneemers wat vir hoogte dae in 'n week by dieselfde werkgever in diens is;

„onderbaas", 'n werkneemers wat onder toesig van 'n voorman, of 'n assistent-voorman, in beheer oor 'n groep werkneemers is;

„uitknipper", 'n werkneemers wat materiaal volgens 'n patroon, of merke, met die hand of 'n masjien uitknip;

„uitknipper, gekwalifiseer," 'n uitknipper met minstens drie jaar ervaring;

„uitknipper, ongekwalifiseer," 'n uitknipper met minder as drie jaar ervaring;

„klerklike werkneemers", 'n werkneemers wat skryfwerk, tikwerk, of ander klerklike werk verrig, asook 'n magasynmeester, versendingskliek en telefonis;

„klerklike werkneemers, manlik, gekwalifiseer," 'n manlike klerklike werkneemers met minstens vyf jaar ervaring;

„klerklike werkneemers, manlik, ongekwalifiseer," 'n manlike klerklike werkneemers met minder as vyf jaar ervaring;

„klerklike werkneemers, vroulik, gekwalifiseer," 'n vroulike klerklike werkneemers met minstens vier jaar ervaring;

„klerklike werkneemers, vroulik, ongekwalifiseer," 'n vroulike klerklike werkneemers met minder as vier jaar ervaring;

„snyer", 'n werkneemers, wat nie 'n blindinghanger is nie, wat sonder behulp van 'n leipatroon, maar volgens mate en gegevens wat aan hom verstrekk, of deur homself bepaal word, materiaal afmerk en die materiaal kan uitsny en oor uitknippers en/of arbeiders toesig hou;

„snyer, gekwalifiseer," 'n snyer met minstens vier jaar ervaring;

„snyer, ongekwalifiseer," 'n snyer met minder as vier jaar ervaring;

„dag", die tydperk van vier-en-twintig uur gereken vanaf die tyd waarop die werkneemers begin werk;

„versendingskliek", 'n werkneemers wat klerklike werk verrig en verantwoordelik is vir die verpakking, vervoer, of aflewing van goedere en toesig kan hou oor die verpakking, afweeg, afmeet, en/of bymekarmaak van sodanige goedere, die natel van pakkette en die merk en adressee daarvan;

"experience" means in relation to—

- (a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee irrespective of the trade in which such experience was gained;
- (b) a traveller, cutter, blindhanger, general assistant, machinist and chopper out, the total period or periods of employment which such employee has had as a traveller, cutter, blindhanger, general assistant, machinist or chopper out, respectively, in the Canvas and Ropeworking Industry:

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

"general assistant" means an employee who is engaged in one or more of the following duties or capacities:—

- (a) Roping;
- (b) splicing;
- (c) sewing on grommets and/or door lines, and/or hooks and eyes, and/or nozzles into water bags;
- (d) hand sewing;
- (e) fixing canvas on to blind or awning frames;

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

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

"labourer" means an employee engaged in one or more of the following duties or capacities:—

- (1) Cleaning premises, animals, machinery, implements, tools, utensils, vehicles or other articles including finished articles;
- (2) lime-washing compounds, latrines, stables, outbuildings and similar buildings and structures;
- (3) loading and unloading;
- (4) carrying, moving or stacking articles; pushing or pulling any vehicle;
- (5) making or maintaining fires and removing refuse;
- (6) loosening, taking out, breaking or spreading stone, clay or sand, digging trenches, foundations or other excavation work;
- (7) cutting down, destroying or removing trees or vegetation;
- (8) demolishing buildings or other structures;
- (9) feeding into or taking off from machines; feeding into or drawing off from tanks or vats under supervision;
- (10) mixing ash and cement or cement and sand, mortar, concrete, stone or bitumen by hand and spreading concrete or bitumen by shovel, rake, fork or barrow;
- (11) opening or closing doors, boxes, packages, bales, sacks or bags; sealing or preparing empty cardboard containers for use in packing;
- (12) tending live-stock or minding vehicles;
- (13) marking, branding, stencilling or affixing labels on boxes, bales, sacks or other containers, packages or articles;
- (14) weighing goods on a set scale;
- (15) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (16) cooking rations or making tea or similar beverages;
- (17) oiling and greasing machinery or vehicles, other than motor vehicles;
- (18) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering);
- (19) packing articles of uniform size and number into receptacles specially made to contain such articles;
- (20) rolling up material or manufactured articles;
- (21) nipping;
- (22) putting in ropes; knotting cords; knotting strainers;
- (23) painting poles and tent tops; staining wood for tent poles;
- (24) knocking in eyelets by hand or machine provided their positions are previously indicated;
- (25) clamping on metal tips with or without eyelets and/or press studs on web equipment;
- (26) putting wire hooks in ventilating pipes and/or waterbag handles; inserting washers;
- (27) painting, dipping, oiling or brushing canvas for waterproofing purposes; dressing and/or ironing canvas;
- (28) drilling or punching holes in walls or lintels under supervision;
- (29) cutting rope and webbing to a set measurement; cutting off threads;
- (30) laying out material preparatory to cutting;
- (31) whipping ends of ropes;
- (32) covering metal supports or brackets for awnings;

"machine handyman" means an employee, other than a mechanic, engaged in making repairs and adjustments to machinery, plant, building or other equipment;

"machinist" means an employee engaged in sewing canvas or other materials by means of a sewing machine;

"machinist, male, qualified," means a male machinist who has had not less than three and a half years' experience;

"machinist, male, unqualified," means a male machinist who has had less than three and a half years' experience;

"machinist, female, qualified," means a female machinist who has had not less than two and a half years' experience;

"ervaring", met betrekking tot—

(a) 'n klerklike werknemer, die totale tydperk van diens, of al die tydperke van diens, van so'n werknemer as 'n klerklike werknemer, afgesien van die bedryf waarin sodanige ervaring verkry is;

(b) 'n handelsreisiger, 'n snyer, 'n blindinghanger, 'n algemene hulp, 'n masjienwerker en 'n uitknipper, die totale tydperk, of al die tydperke, van diens van so'n werknemer as onderskeidelik 'n handelsreisiger, snyer, blindinghanger, algemene hulp, masjienwerker, of uitknipper in die Seildoek- en Toubewerkingsnywerheid;

"voorman", 'n werknemer in beheer oor die werknemers in 'n fabriek, wat oor sulke werknemers kontrole uitoefen en vir hul behoorlike verrigting van hul werk verantwoordelik is; "algemene hulp", 'n werknemer wat een of meer van die volgende werksaamhede verrig af pligte vervul—

- (a) toubewerking;
- (b) splitswerk;
- (c) aanwerk van seildoekringe en/of deurtoue en/of hakies en ogies, en/of tuite aan watersakke;
- (d) handnaaldwerk;
- (e) bevestiging van seildoek aan blinding- en/of sonskermrame;

"algemene hulp, gekwalifiseer," 'n algemene hulp met minstens vier jaar ervaring;

"algemene hulp, ongekwalifiseer," 'n algemene hulp met minder as vier jaar ervaring;

"arbeider", 'n werknemer wat een of meer van die volgende werksaamhede verrig af pligte vervul:—

- (1) Persele, diere, masjinerie, werktuie, gereedskap, gerei, voertuie of ander goedere, met inbegrip van afgewerkte goedere, skoonmaak;
- (2) kampongs, latrines, stalle, buitegeboue en soortgelyke geboue en bouwerke witkalk;
- (3) laai en aflaai;
- (4) goedere dra, verplaas of stapel; enige voertuig stoof of trek;
- (5) vuurmaak of vure aan die brand hou en afval verwyder;
- (6) klippe, klei, of sand losmaak, uithaal, breek of sprei; slotte en fondamente grawe of ander uitgraafwerk verrig;
- (7) bome of plantegroei kap, vernietig of verwyder;
- (8) geboue of ander bouwerke sloop;
- (9) masjienê voer of daarvan afneem; onder toesig tenks of vate, vul of aftap;
- (10) as en cement, of cement en sand, mortel, beton, klip of bitumen met die hand meng en beton of bitumen met behulp van 'n skop, 'n hark, 'n vurk of 'n kruiew sprei;
- (11) deure, kiste, pakette, bale en sakke oopmaak of toemaak; leë kartonhouers toemaak of gereedmaak om vir verpakking gebruik te word;
- (12)lewende hawe of voertuie oppas;
- (13) kiste, bale, sakke of ander houers, pakkettes of goedere merk, brandmerk, sjabloon of etiketteer;
- (14) goedere op 'n gestelde skaal afweeg;
- (15) brieue, boodskappe of goedere te voet of per fiets, driewielier of handvoertuig aflewer;
- (16) rantsoene kook, of tee of soortgelyke dranke maak;
- (17) masjinerie of voertuie, behalwe motorvoertuie, olie en smeer;
- (18) tuinmaak (nl. onder toesig plant, spit, hark, grassny, sprei, meng, natmaak);
- (19) goedere van dieselfde grootte en getal verpak in houers wat spesial vervaardig is om die goedere te bevat;
- (20) materiaal of vervaardigde goedere oprol;
- (21) afknipwerk;
- (22) tou insit, stringe knoop, spontous knoop;
- (23) pale en tentkappe verf; hout vir tentpale beits;
- (24) ogies met die hand, of met behulp van 'n masjien instaan, mits die plekke daarvoor vooraf aangedui is;
- (25) metaalpuntjies met of sonder ogies en/of drukknopies aan weefselastruiting vasklamp;
- (26) draadhake in ventileerlyphe en/of in watersakhandvatsels insit; wasters insit;
- (27) seildoek verf, indoop, olie of borsel om dit waterdig te maak; seildoek finaal regmaak en/of stryk;
- (28) onder toesig gate in mure of lateie boor of slaan;
- (29) tou en draagband op maat sny of knip; drade afknip;
- (30) materiaal uitlê om geknip of gesny te word;
- (31) punte van toue afbind;
- (32) metaalstutte of arms vir sonskerm oortrek;

"masjien handlanger", 'n werknemer, behalwe 'n werktuigkundige, wat herstellings of verstellings aan masjinerie, installasie, geboue, of ander toerusting aanbring;

"masjienwerker", 'n werknemer wat seildoek, of ander materiaal met 'n masjien naai;

"masjienwerker, manlik, gekwalifiseer," 'n manlike masjienwerker met minstens drie en 'n half jaar ervaring;

"masjienwerker, manlik, ongekwalifiseer," 'n manlike masjienwerker met minder as drie en 'n half jaar ervaring;

"masjienwerker, vroulik, gekwalifiseer," 'n vroulike masjienwerker met minstens twee en 'n halwe jaar ervaring;

"machinist, female, unqualified," means a female machinist who has had less than two and a half years' experience;

"mechanic" means a skilled artisan;

"motor vehicle driver" means an employee 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;

"piece-work or task-work" means any system under which an employee's remuneration is based upon the quantity or output of work done;

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

"storeman" means a clerical employee in general charge of stores or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in a factory or for despatch;

"traveller" means an employee, who, as the travelling representative of a factory on behalf of such factory invites, canvasses or solicits orders from persons for the sale and/or supply to them of goods;

"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;

"traveller's driver" means an employee who accompanies a traveller on his journey and assists the traveller in driving and in the packing, unpacking and displaying of samples;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 6 (1) and (2).

In classifying an employee for the purpose of this Agreement he shall 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. £ s. d.
Foreman	8 0 0
Assistant foreman	6 10 0
Clerical employee, male, qualified	5 15 5
Clerical employee, male, unqualified—	
during the first year of experience	1 16 11
during the second year of experience	2 13 1
during the third year of experience	3 9 3
during the fourth year of experience	4 5 5
during the fifth year of experience	5 1 6
Clerical employee, female, qualified	3 9 3
Clerical employee, female, unqualified—	
during the first year of experience	1 16 11
during the second year of experience	2 6 2
during the third year of experience	2 15 5
during the fourth year of experience	3 4 7
Traveller, qualified	10 7 8
Traveller, unqualified—	
during the first six months of experience	5 15 5
during the second six months of experience	6 6 11
during the third six months of experience	6 18 6
during the fourth six months of experience	7 10 0
during the fifth six months of experience	8 1 6
during the sixth six months of experience	8 13 1
during the seventh six months of experience	9 4 7
during the eighth six months of experience	9 16 2
Traveller's driver	2 2 6
Blindhanger, qualified	6 10 0
Blindhanger, unqualified—	
during the first six months of experience	1 10 0
during the second six months of experience	2 2 6
during the third six months of experience	2 15 0
during the fourth six months of experience	3 7 6
during the fifth six months of experience	4 0 0
during the sixth six months of experience	4 12 6
during the seventh six months of experience	5 5 0
during the eighth six months of experience	5 17 6
Cutter, qualified	6 10 0
Cutter, unqualified—	
during the first six months of experience	1 10 0
during the second six months of experience	2 2 6
during the third six months of experience	2 15 0
during the fourth six months of experience	3 7 6
during the fifth six months of experience	4 0 0
during the sixth six months of experience	4 12 6
during the seventh six months of experience	5 5 0
during the eighth six months of experience	5 17 6
General assistant, qualified	5 15 0

„masjenwerker, vroulik, ongekwalifiseer,” ‘n vroulike masjenwerker met minder as twee en ‘n halwe jaar ervaring;	
„werktygkundige”, ‘n geskoolede ambagsman;	
„motorvoertuigbestuurder”, ‘n werknemer wat ‘n motorvoertuig bestuur en vir die doel van hierdie woordbepaling sluit „in motorvoertuig bestuur” in alle tydperke wat bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig, of die vrag, en alle tydperke wanneer hy verplig is om op sy pos te bly in geredheid om ‘n voertuig te bestuur;	
„stukwerk of taakwerk”, ‘n stelsel waarvolgens ‘n werknemer se besoldiging op die hoeveelheid of omvang van verrigte werk gegronde is;	
„korttyd”, ‘n tydelike vermindering van die getal gewone werkure weens slapte in die bedryf, gebrek aan grondstowwe, of spoorwegtrotte, slegte weersgesteldheid, of ‘n algemene breekstop van installasie of masjinerie, of weens dreigende instorting van geboue as gevolg van ongeluk of ander onvoorsienoodeval;	
„magasynmeester”, ‘n klerklike werknemer in algemene beheer van voorrade, of vervaardigde produkte en wat verantwoordelik is vir die ontvang, bêre, verpak, of uitpak van goedere in ‘n magasyn, of pakhuis, en/of die aflewering van goedere vanuit ‘n pakhuis of magasyn, aan die verbruksafdelings van ‘n fabriek, of vir die versending van goedere;	
„handelsreisiger”, ‘n werknemer wat as die reisende verteenwoordiger van ‘n fabriek, namens die fabriek, van persone bestellings vir die verkoop en/of levering van goedere aan hulle vra, werf, of versoek;	
„handelsreisiger, gekwalifiseer,” ‘n handelsreisiger met minstens vier jaar ervaring;	
„handelsreisiger, ongekwalifiseer,” ‘n handelsreisiger met minder as vier jaar ervaring;	
„handelsreisiger se motorbestuurder”, ‘n werknemer wat ‘n handelsreisiger op sy reis vergesel en hom by die bestuur van die motor en die inpak, uitpak en uitslalling van monsters help;	
„loon”, daardie gedeelte van die besoldiging wat aan ‘n werknemer kontant betaalbaar is ten opsigte van die gewone werkure, soos in klousule 6 (1) en (2) bepaal.	
Vir die indeling van ‘n werknemer vir die toepassing van hierdie Ooreenkoms, word dit beskou dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik werkzaam is.	
4. LONE.	
(1) Die minimum loon wat ‘n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is as volg:—	
(a) <i>Werknemers, behalwe los werknemers.</i>	
<i>Per week.</i>	
<i>£ s. d.</i>	
Voorman	8 0 0
Assistant-voorman	6 10 0
Klerklike werknemer, manlik, gekwalifiseer	5 15 5
Klerklike werknemer, manlik, ongekwalifiseer—	
gedurende eerste jaar ervaring	1 16 11
gedurende tweede jaar ervaring	2 13 1
gedurende derde jaar ervaring	3 9 3
gedurende vierde jaar ervaring	4 5 5
gedurende vyfde jaar ervaring	5 1 6
Klerklike werknemer, vroulik, gekwalifiseer	3 9 3
Klerklike werknemer, vroulik, ongekwalifiseer—	
gedurende eerste jaar ervaring	1 16 11
gedurende tweede jaar ervaring	2 6 2
gedurende derde jaar ervaring	2 15 5
gedurende vierde jaar ervaring	3 4 7
Handelsreisiger, gekwalifiseer	10 7 8
Handelsreisiger, ongekwalifiseer—	
gedurende eerste ses maande ervaring	5 15 5
gedurende tweede ses maande ervaring	6 6 11
gedurende derde ses maande ervaring	6 18 6
gedurende vierde ses maande ervaring	7 10 0
gedurende vyfde ses maande ervaring	8 1 6
gedurende sesde ses maande ervaring	8 13 1
gedurende sewende ses maande ervaring	9 4 7
gedurende agste ses maande ervaring	9 16 2
Handelsreisiger se motorbestuurder	2 2 6
Blindinghanger, gekwalifiseer	6 10 0
Blindinghanger, ongekwalifiseer—	
gedurende eerste ses maande ervaring	1 10 0
gedurende tweede ses maande ervaring	2 2 6
gedurende derde ses maande ervaring	2 15 0
gedurende vierde ses maande ervaring	3 7 6
gedurende vyfde ses maande ervaring	4 0 0
gedurende sesde ses maande ervaring	4 12 6
gedurende sewende ses maande ervaring	5 5 0
gedurende agste ses maande ervaring	5 17 6
Snyer, gekwalifiseer	6 10 0
Snyer, ongekwalifiseer—	
gedurende eerste ses maande ervaring	1 10 0
gedurende tweede ses maande ervaring	2 2 6
gedurende derde ses maande ervaring	2 15 0
gedurende vierde ses maande ervaring	3 7 6
gedurende vyfde ses maande ervaring	4 0 0
gedurende sesde ses maande ervaring	4 12 6
gedurende sewende ses maande ervaring	5 5 0
gedurende agste ses maande ervaring	5 17 6
Algemene hulp, gekwalifiseer	5 15 0

	Per Week. £ s. d.	Per week. £ s. d.
General assistant, unqualified—		
during the first six months of experience 1 10 0		
during the second six months of experience ... 2 0 8		
during the third six months of experience ... 2 11 4		
during the fourth six months of experience ... 3 2 0		
during the fifth six months of experience ... 3 12 8		
during the sixth six months of experience ... 4 3 4		
during the seventh six months of experience ... 4 14 0		
during the eighth six months of experience ... 5 4 8		
Machinist, male, qualified 4 10 0		
Machinist, male, unqualified—		
during the first six months of experience 1 10 0		
during the second six months of experience ... 1 18 6		
during the third six months of experience ... 2 7 0		
during the fourth six months of experience ... 2 15 6		
during the fifth six months of experience ... 3 4 0		
during the sixth six months of experience ... 3 12 6		
during the seventh six months of experience ... 4 1 0		
Machinist, female, qualified 4 0 0		
Machinist, female, unqualified—		
during the first six months of experience 1 10 0		
during the second six months of experience ... 1 18 0		
during the third six months of experience ... 2 6 0		
during the fourth six months of experience ... 2 14 0		
during the fifth six months of experience ... 3 2 0		
Chopper out, qualified 4 10 0		
Chopper out, unqualified—		
during the first six months of experience 1 10 0		
during the second six months of experience ... 2 0 0		
during the third six months of experience ... 2 10 0		
during the fourth six months of experience ... 3 0 0		
during the fifth six months of experience ... 3 10 0		
during the sixth six months of experience ... 4 0 0		
Mechanic 7 9 6		
Handyman 4 12 0		
Motor vehicle driver 5 0 0		
Machine handyman 5 0 0		
Charge-hand 2 5 0		
Labourer 2 2 6		
Employees not specifically referred to in this sub-clause 2 10 0		
Provided that a labourer engaged in removing, emptying, cleaning or replacing sanitary pails shall be paid the sum of two shillings and sixpence per week in addition to the weekly wage prescribed for a labourer.		
(b) <i>Casual Employees.</i> —For each day or part of a day of employment, one-fifth of the highest weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.		
(2) <i>Basis of Contract.</i> —For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (3) and 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) for an employee of his class and area whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) and (2) or less.		
(3) <i>Differential Wage.</i> —An employer who requires or permits a member of one class of his employees other than a labourer, to perform for longer than one hour in the aggregate on any day and an employer who requires or permits his labourer to perform for any period on any day either in addition to his own work or in substitution therefor, work of another class for which either—		
(a) a wage higher than that of his own class; or		
(b) a rising scale of wages terminating in a wage higher than that of his own class;		
is prescribed in sub-clause (1), shall pay to such employee a wage for all the ordinary hours of work of the factory on that day—		
(i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;		
(ii) in the case referred to in paragraph (b) at the rate for each hour equal to the weekly wage prescribed in sub-clause (1) for an employee of his class plus thirty per cent, divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-clause (1);		
Provided that where the sole difference between classes is, in terms of sub-clause (1), based on experience, sex or age, the provisions of this sub-clause shall not apply.		
Algemene hulp, ongekwalificeer—		
gedurende eerste ses maande ervaring 1 10 0		
gedurende tweede ses maande ervaring 2 0 8		
gedurende derde ses maande ervaring 2 11 4		
gedurende vierde ses maande ervaring 3 2 0		
gedurende vyfde ses maande ervaring 3 12 8		
gedurende sesde ses maande ervaring 4 3 4		
gedurende sewende ses maande ervaring 4 14 0		
gedurende agste ses maande ervaring 5 4 8		
Masjenwerker, manlik, gekwalificeer 4 10 0		
Masjenwerker, manlik, ongekwalificeer—		
gedurende eerste ses maande ervaring 1 10 0		
gedurende tweede ses maande ervaring 1 18 6		
gedurende derde ses maande ervaring 2 7 0		
gedurende vierde ses maande ervaring 2 15 6		
gedurende vyfde ses maande ervaring 3 4 0		
gedurende sesde ses maande ervaring 3 12 6		
gedurende sewende ses maande ervaring 4 1 0		
Masjenwerker, vroulik, gekwalificeer 4 0 0		
Masjenwerker, vroulik, ongekwalificeer—		
gedurende eerste ses maande ervaring 1 10 0		
gedurende tweede ses maande ervaring 1 18 0		
gedurende derde ses maande ervaring 2 6 0		
gedurende vierde ses maande ervaring 2 14 0		
gedurende vyfde ses maande ervaring 3 2 0		
Uitknipper, gekwalificeer 4 10 0		
Uitknipper, ongekwalificeer—		
gedurende eerste ses maande ervaring 1 10 0		
gedurende tweede ses maande ervaring 2 0 0		
gedurende derde ses maande ervaring 2 10 0		
gedurende vierde ses maande ervaring 3 0 0		
gedurende vyfde ses maande ervaring 3 10 0		
gedurende sesde ses maande ervaring 4 0 0		
Werktuigkundige 7 9 6		
Handlanger 4 12 0		
Motorvoertuigbestuurder 5 0 0		
Masjenhandlanger 5 0 0		
Onderbaas 2 5 0		
Arbeider 2 2 6		
Werknemers nie in hierdie subklousule gespesifieer nie 2 10 0		
Met dien verstande dat 'n arbeider wat nagemmers verwilder, leegmaak, skoonmaak of vervang, benewens die weekloon wat vir 'n arbeider voorgeskryf word, die som van twee sjelings en ses pennies betaal moet word.		
(b) <i>Los werknemers.</i> —Vir elke dag, of 'n gedeelte van 'n dag diens, een vyfde van die hoogste weekloon soos voorgeskryf vir 'n werknemer wat werk van dieselfde klas verrig as die werk wat die los werknemer moet doen.		
(2) <i>Basis van kontrak.</i> —Vir die doeleindes van hierdie klousule, is die dienskontrak van 'n werknemer, behalwe 'n los werknemer, op 'n weeklikse basis en behoudens soos bepaal in subklousule (3) en klousule 5 (6) moet 'n werknemer minstens die volle weekloon, soos in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf, ten opsigte van 'n week betaal word, onverskillig of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in klousule 6 (1) en (2); of minder gewerk het.		
(3) <i>Differensiële loonskale.</i> —'n Werkgewer wat van 'n lid van een klas van sy werknemers, behalwe 'n arbeider, vereis, of hom toestaan om altesaam vir langer as 'n uur op 'n dag, en 'n werkgewer wat van sy arbeider vereis, of hom toestaan om vir enige tydperk op 'n dag benewens sy eie werk, of in die plek daarvan, werk van 'n ander klas te verrig, waarvoor of—		
(a) 'n hoërloon as dié vir sy eie klas; of		
(b) 'n opgaande loonskala wat eindig op 'n hoërloon as dié vir sy eie klas;		
in subklousule (1) voorgeskryf word, moet aan daardie werknemer 'nloon betaal ten opsigte van al die gewone werkure van die fabriek op daardie dag—		
(i) in die geval waarna in paragraaf (b) verwys word, vir elke uur teen 'n skaal wat gelykstaan met die hoërelon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus dertig persent, gedeel deur die getal gewone ure wat so'n werknemer per week werk; met dien verstande dat 'n werknemer nie ten opsigte van die dag waarop hy sodanige werk verrig op 'n totale bedrag wat groter is as die bedrag wat aan 'n gekwalificeerde werknemer van so'n hoë klas verskuldig sou wees teen die loonskala soos vir hom in subklousule (1) voorgeskryf, geregtig is nie;		
(ii) in die geval waarna in paragraaf (b) verwys word, vir elke uur teen 'n skaal wat gelykstaan met die weekloon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus dertig persent, gedeel deur die getal gewone ure wat so'n werknemer per week werk; met dien verstande dat 'n werknemer nie ten opsigte van die dag waarop hy sodanige werk verrig op 'n totale bedrag wat groter is as die bedrag wat aan 'n gekwalificeerde werknemer van so'n hoë klas verskuldig sou wees teen die loonskala soos vir hom in subklousule (1) voorgeskryf, geregtig is nie;		
met dien verstande dat wanneer die enigste verskil tussen die klassie ingevolge die bepalings van subklousule (1) op ervaring, geslag of ouderdom berus, die bepalings van hierdie subklousule nie van toepassing is nie.		

(4) *Transport and Subsistence Allowance.*—In addition to the remuneration prescribed in sub-clause (1)—

(A) a traveller shall be paid—

(i) a subsistence allowance of not less than twenty shillings in respect of each night spent away from his headquarters during any journey undertaken in the performance of his duties;

(ii) (a) all reasonable transport expenses incurred by him in the performance of his duties; or

(b) when his employer requires or permits him to use his own car in the performance of his duties, an allowance of sixpence per mile for every mile travelled in such car in connection with such duties;

(B) a traveller's driver shall be paid a subsistence allowance of not less than three shillings and sixpence in respect of each night spent away from the traveller's headquarters during any journey.

(5) *Bicycle Allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay to him—

(a) in the case of an employee, other than a casual employee, not less than two shillings and sixpence per week;

(b) in the case of a casual employee, not less than sixpence per day;

in addition to the wage prescribed in sub-clause (1) for an employee of his class.

(6) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is, in terms of clause 5 (1) paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

(7) *Cost of Living Allowance.*—In addition to the wages prescribed in sub-clause (1) of this clause, a cost of living allowance shall be paid to all employees in accordance with War Measure No. 43 of 1942, as amended from time to time.

No deduction whatsoever shall be made from the cost of living allowance payable in terms of this sub-clause, provided that whenever a deduction from the wages of an employee is permitted by this Agreement in respect of any failure of such employee to fulfil the terms of his contract, a corresponding pro-rata deduction may be made from the cost of living allowance payable in respect of the same period: Provided further, however, that no deduction shall be made from the cost of living allowance payable in terms of this sub-clause, in respect of any period during which the employee is absent from work at the request of his employer, whether such absence is due to short-time or any other cause.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than a Casual Employee.*—Save as provided in clause 7 (3) any amount due to an employee other than a casual employee shall be paid in cash weekly, or if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within thirty minutes of ceasing work on the usual pay-day of the factory or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or other container or accompanied by a statement, showing the employer's name, employee's name or pay roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Casual Employee.*—An employer shall pay the remuneration due to his 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 or person nominated by him.

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, as amended, or in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee a deduction for holiday, sick, insurance, savings, provident or pension funds or subscriptions to an employees' organisation: Provided that in case of a deduction for sick or provident funds in terms of the second proviso to clause 8 (1), the written consent of the employee need not be obtained;

(b) except where otherwise provided for in this Agreement, whenever an employee is not at work a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

(c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;

(d) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Dingaan's Day or Christmas Day on which an employee is required or permitted not to work of the wage which he would have received had he worked on such day;

(4) *Vervoer- en onderhoudstoelae.*—Benewens die besoldiging in subklousule (1) voorgeskryf—

(A) moet aan 'n handelsreisiger betaal word—

(i) 'n onderhoudstoelae van minstens twintig sjellings vir elke nag wat hy op reis vir verrigting van sy werkzaamhede van sy hoofkwartier weg deurbring;

(ii) (a) alle redelike vervoerkoste deur hom by die verrigting van sy werkzaamhede gemaak; of

(b) indien sy werknemer van hom vereis, of hom toestaan om vir die verrigting van sy werkzaamhede sy eie motor te gebruik, 'n toelae van ses pennies per myl vir elke myl wat hy in verband met sy werkzaamhede met die motor reis;

(B) moet 'n onderhoudstoelae van minstens drie sjellings en ses pennies aan 'n handelsreisiger se motorbestuurder betaal word vir elke nag wat hy op 'n reis van die handelsreisiger se standplek weg deurbring.

(5) *Fietstoelae.*—'n Werkgever wat van 'n werknemer vereis om vir die verrigting van sy werkzaamhede sy eie fiets te gebruik, moet hom—

(a) in die geval van 'n werknemer, behalwe 'n los werknemer, minstens twee sjellings en ses pennies per week;

(b) in die geval van 'n los werknemer, minstens ses pennies per dag betaal;

bo en behalwe die loon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf.

(6) *Berekening van maandloon.*—Indien die loon aan 'n werknemer verskuldig maandeliks betaalbaar is ingevolge die bepalings van klosule 5 (1), word die bedrag van die loon bereken teen vier en 'n derde mal die loon soos vir 'n werknemer van sy klas in subklousule (1) voorgeskryf.

(7) *Lewenskostetoelae.*—Benewens die lone wat by subklousule (1) van hierdie klosule voorgeskryf word, moet 'n lewenskostetoelae ooreenkomsdig Oorlogsmaatreel No. 43 van 1942, soos van tyd tot tyd gewysig, aan alle werknemers betaal word.

Geen aftrekking hoegenaamd mag van die lewenskostetoelae wat ingevolge hierdie subklousule betaalbaar is, gemaak word nie, met dien verstande dat indien 'n aftrekking van die loon van 'n werknemer deur hierdie Ooreenkoms toegelaat word ten opsigte van 'n versuim van dié werknemer om die bepalings van sy kontrak na te kom, 'n ooreenstemmende aftrekking *pro rata* gemaak kan word van die lewenskostetoelae wat ten opsigte van dieselfde tydperk betaalbaar is; voorts met dien verstande dat geen aftrekking van die lewenskostetoelae wat kragtens hierdie subklousule betaalbaar is, ten opsigte van enige tydperk gemaak mag word waarin die werknemer op versoek van sy werkgever van sy werk afwesig is nie, hetsy dié afwesigheid die gevolg is van korttydwerk of enige ander oorsaak.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, behalwe los werknemers.*—Behoudens soos bepaal in klosule 7 (3), moet die bedrag wat aan 'n werknemer, behalwe 'n los werknemer, verskuldig is, weekliks, of indien die werkgever en werknemer skriftelik aldus ooreengeskou het, maandeliks kontant betaal word tydens werkure, of binne 'n halfuur na staking van die werk op die gewone betaaldag van die fabriek, of by beëindiging van diens indien dit voor die gewone betaaldag plaasvind, en moet die bedrag in 'n koervert, of 'n anderhouer bevat wees, of van 'n staat vergesel wees wat die naam van die werkgever, die naam van die werknemer, of sy betaalstraatnommer, die klas werk van die werknemer, die getal gewone en oortydwerkure wat hy gwerk het, die besoldiging verskuldig en die tydperk waarvoor betaal word, vermeld.

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

(3) *Premies.*—Geen betaling ten opsigte van werkverskaffing aan, of opleiding van, 'n werknemer, mag regstreeks of onregstreeks aan 'n werkgever gedoen of deur hom aangeneem word nie.

(4) *Aankoop van goedere.*—'n Werkgever kan nie van sy werknemer vereis om van hom, of van 'n winkel of persoon wat hy aanwys, goedere te koop nie.

(5) *Kos en huisvesting.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Wysigingswet, 1945, soos gewysig, of die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgever nie van sy werknemer vereis om by hom, of by 'n persoon, of 'n plek wat hy aanwys, kos en/of huisvesting aan te neem nie.

(6) *Boetes en kortings.*—'n Werkgever kan sy werknemer geen boetes ople, of kortings van sy werkgever se besoldiging afrek nie, behalwe die ondergenoemde:—

(a) Met skriftelike toestemming van sy werknemer, kortings, vir verlof-, siekte-, versekerings-, spaar-, voorsorg- of pensioenfondse of vir ledeloggeld aan 'n werknemersorganisasie; met dien verstande dat in die geval van 'n korting vir 'n siekte-, of 'n voorsorgfonds, ingevolge die bepalings van die tweede voorbehoud van klosule 8 (1), dit onnodig is of skriftelike toestemming van die werknemer te verkry;

(b) behoudens soos anders in hierdie Ooreenkoms bepaal, as 'n werknemer van sy werk afwesig is 'n korting in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat die werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het;

(c) 'n korting van elke bedrag wat 'n werkgever kragtens 'n wet, of bevel van 'n bevoegde hof, verplig is, of toegelaat word, om af te trek;

(d) ten opsigte van 'n publieke vakansiedag, behalwe Nuwejaarsdag, Goeie-Vrydag, Dingaan'sdag of Kersdag, waarop van 'n werknemer vereis, of hom toegestaan word om nie te werk nie. 'n korting van die loon wat hy sou ontvang het, as hy op sulke dag gwerk het;

- (e) when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, as amended, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
Board	0 4 0	0 17 4
Lodging	0 2 0	0 8 8
Board and Lodging	0 6 0	1 6 0

- (f) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; Provided that no deduction shall be made—

- (i) in the case of short time arising out of a temporary slackness of trade or shortage of raw material or railway trucks, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
- (ii) in the case of short time arising out of the vagaries of the weather or a general breakdown of plant or machinery or a threatened breakdown of building due to accident or other unforeseen emergency in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available.

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

- (1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

- (a) in the case of an employee who works a six-day week—
 - (i) forty-four in any week from Monday to Saturday inclusive;
 - (ii) seven hours twenty minutes in any day, unless the hours on one day do not exceed four, in which case the hours of the other days shall not exceed eight on any day, if by such extension the ordinary hours of work do not exceed forty-four in any week;
- (b) in the case of an employee who works a five-day week—
 - (i) forty-four in any week from Monday to Friday inclusive;
 - (ii) eight hours forty-eight minutes in any day.

- (2) The ordinary hours of work of a casual employee shall not exceed—

- (a) in the case of a factory in which a six-day week is observed, eight in any day;
- (b) in the case of a factory in which a five-day week is observed, eight hours forty-eight minutes in any day.

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

- (i) if such interval be for longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

- (4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes at as nearly as practicable—

- (a) in the middle of each first work period in a day; and
- (b) in the middle of each second work period in a day; during which an employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

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

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

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

- (a) ten hours in any week;
- (b) two hours in any day.

- (8) *Female Employees.*—An employer shall not require or permit a female employee—

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day;
- (d) to work overtime on more than three consecutive days;
- (e) to work overtime on more than sixty days in any year;

- (e) indien 'n werknemer toestem, of verplig is om ingevolge die Naturelle (Stadsgebiede) Wysigingswet, 1945, soos gewysig, of die Naturelllearbeid Regelingswet, 1911, kos en/huisvesting van sy werkewer aan te neem, 'n korting van hoogstens die ondergenoemde bedrae:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Kos	0 4 0	0 17 4
Huisvesting	0 2 0	0 8 8
Kos en huisvesting	0 6 0	1 6 0

- (f) indien die gewone werkure in klousule 6 voorgeskryf, as gevolg van korttyd verminder word, ten opsigte van elke uur van sulke vermindering 'n korting van die weekloon van van die werknemer gedeel deur die getal gewone ure wat so'n werknemer per week werk, met dien verstande dat geen korting afgetrek mag word nie—

- (i) in die geval van korttyd wat deur 'n tydelike slapte in bedryf of 'n tekort aan grondstowwe of spoorweg-trokke veroorsaak word, tensy die werkewer sy werknemer minstens vier-en-twintig uur kennis gee van sy voorname om die gewone werkure aldus te verminder;
- (ii) in die geval van korttyd wat deur slegte weersgesteldheid of 'n algemene breekstop van installasies of masjinerie veroorsaak word, of 'n dreigende instorting van geboue weens 'n ongeluk of 'n ander onvoorsienige noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkewer die werknemer op die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie.

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

- (1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, behalwe 'n los werknemer, is hoogstens—

- (a) in die geval van 'n werknemer wat 'n sesdaagse week werk—
 - (i) vier-en-veertig in 'n week van Maandag tot en met Saterdag;
 - (ii) sewe uur en twintig minute op 'n dag, tensy die ure op een dag hoogstens vier is, in welke geval die ure op die orige dae hoogstens agt op 'n dag mag wees; as deur daardie verlenging nie die gewone werkure van vier-en-veertig in 'n week oorskry word nie;
- (b) in die geval van 'n werknemer wat 'n vyfdaagse week werk—
 - (i) vier-en-veertig in 'n week van Maandag tot en met Vrydag;
 - (ii) ag uur en ag-en-veertig minute op 'n dag.

- (2) Die gewone werkure van 'n los werknemer is hoogstens—

- (a) in die geval van 'n fabriek wat 'n sesdaagse week werk, ag op 'n dag;
- (b) in die geval van 'n fabriek wat 'n vyfdaagse week werk, ag uur en ag-en-veertig minute op 'n dag.

- (3) *Etensonderbrekings.*—'n Werkewer kan nie van sy werknemer vereis, of hom toestaan om langer as vyf uur aaneen te werk sonder 'n tussenpoos van minstens een uur waarin geen werk verrig mag word nie, en sodanige tussenpoos mag nie as deel van die gewone werkure of oortydwerkure beskou word nie; met dien verstande dat—

- (i) as sodanige tussenpoos langer as 'n uur is, elke tydperk bo een-en-'n-kwartuur as gewone werkure beskou moet word;
- (ii) werktydperke wat deur 'n tussenpoos van minder as 'n uur onderbreek word, as aaneenlopend beskou moet word.

- (4) *Ruspose.*—'n Werkewer moet aan al sy werknemers 'n ruspoos van minstens tien minute so na as moontlik—

- (a) in die middel van die eerste werktydperk op 'n dag; en
- (b) in die middel van die tweede werktydperk op 'n dag; toestaan, waarin nie van 'n werknemer vereis of hom toegestaan kan word om werk te verrig nie, en daardie tussenpoos word beskou as deel van die gewone werkure te wees.

- (5) *Werkure moet opeenvolgend wees.*—Behoudens soos bepaal in subklousules (3) en (4), moet alle werkure aaneenlopend wees.

- (6) *Oortydwerk.*—Alle tyd wat bo die getal ure soos in subklousules (1) en (2) ten opsigte van 'n week of 'n dag voorgeskryf, gewerk word, moet beskou word as oortyd te wees.

- (7) *Beperking van oortydwerk.*—'n Werkewer kan nie van sy werknemer vereis, of haar toestaan om meer oortyd te werk nie as—

- (a) tien uur in 'n week;
- (b) twee uur op 'n dag.

- (8) *Vroulike werknemers.*—'n Werkewer kan nie van 'n vroulike werknemer vereis, of haar toestaan om—

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1 uur nm. te werk nie;
- (c) vir langer as twee uur op 'n dag oortyd te werk nie;
- (d) op meer as drie opeenvolgende dae oortyd te werk nie;
- (e) op meer as sesig dae in 'n jaar oortyd te werk nie;

- (f) to work 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 employee with an adequate meal before the commencement of such overtime; or
 (iii) paid to such employee two shillings and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-third times his ordinary wage: Provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(10) *Savings.*—The provisions of sub-clauses (4), (7) and (9) of this clause shall not apply to a traveller and traveller's driver, the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee engaged on work necessitated by a breakdown of plant or machinery or other unforeseen emergency, and the provisions of sub-clause (4) shall not apply to a motor vehicle driver.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him—

- (a) in the case of a traveller and a traveller's driver, three consecutive weeks' leave;
 (b) in the case of every other employee, two weeks' plus two work days' consecutive leave;

on full pay.

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

- (i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
 (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
 (iii) if New Year's Day, Good Friday, Dingaan's Day or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;
 (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

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

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, not less than—

- (a) in the case of a traveller or traveller's driver, one-fourth of the weekly wage;
 (b) in the case of every other employee, one full day's pay based on the rate of wages;

he was receiving immediately before the date of such termination.

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

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

- (a) absent on leave in terms of sub-clause (1);
 (b) required to undergo training under the South Africa Defence Act, 1912;
 (c) absent from work on the instruction of or at the request of his employer;
 (d) absent on sick leave in terms of clause 8;

amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

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

- (f) op 'n dag na haar gewone werkure meer as een uur oortyd te werk nie, tensy hy—
 (i) daardie werknemer voor twaalfuur middag daarvan in kennis gestel het; of
 (ii) daardie werknemer van 'n toereikende maaltyd voorsien het voordat die oortyd begin; of
 (iii) daardie werknemer betys twee sjielings en ses pennies betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin.

(9) *Betaling vir oortyd.*—'n Werkewer moet sy werknemer ten opsigte van alle oortyd wat deur hom gerek word, besoldig teen minstens een en 'n derde maal sy gewone loon; met dien verstande dat indien in 'n week die oortyd op 'n daagliks basis bereken, verskil van die oortyd op 'n weeklikse basis bereken, die basis wat die grootste bedrag vir oortyd gedurende daardie week gee, aangeneem moet word.

(10) *Voorbehoude.*—Die bepalings van subklousules (4), (7) en (9) van hierdie klousule is nie op 'n handelsreisiger en handelsreisiger se motorbestuurder van toepassing nie, en die bepalings van subklousules (3), (4), (5) en (7) is nie op 'n werknemer wat noodsaklike werk as gevolg van 'n breekstop van installasie of van masjienerie van van 'n ander onvoorsien noodgeval, verrig, van toepassing nie; en die bepalings van subklousule (4) is nie op 'n motorvoertuigbestuurder van toepassing nie.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkewer aan sy werknemer ten opsigte van elke volle jaar diens by hom—

- (a) in die geval van 'n handelsreisiger en 'n handelsreisiger se motorbestuurder, drie opeenvolgende weke verlof;
 (b) in die geval van elke ander werknemer, twee opeenvolgende weke plus twee werkdae verlof;

met volle betaling toestaan.

(2) Die verlof waarna in subklousule (1) verwys word, moet toegestaan word op 'n tyd wat deur die werkewer bepaal word, met dien verstande dat—

- (i) indien sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na beëindiging van die betrokke diensjaar toegestaan moet word;
 (ii) die tydperk van sodanige verlof nie met siekterverlof ingevolge klousule 8 toegestaan, of met 'n tydperk wanneer die werknemer ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan, mag saamval nie;
 (iii) indien Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag in die plek van elke sodanige dag by genoemde tydperk gevoeg moet word as verlenging van die verloftydperk met volle besoldiging;
 (iv) 'n werkewer elke dag geleentheidsverlof wat hy gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op skriftelike versoek van sy werknemer met volle betaling aan sy werknemer toegestaan het, van sodanige tydperk van verlof kan af trek.

(3) *Betaling ten opsigte van verlof.*—Die betaling ten opsigte van jaarlikse verlof waarna in subklousule (1) verwys word, moet uiterlik op die laaste werkdag voor die datum van aanvang van sodanige verlof gedoen word.

(4) 'n Werknemer wie se dienskontrak in die eerste of in 'n daaropvolgende diensjaar by dieselfde werkewer eindig voordat die verloftydperk waarna in subklousule (1) verwys word, aan hom toekom, moet behoudens soos bepaal in die vierde voorbehoude van subklousule (2), by beëindiging van die dienskontrak, in plaas van die verlof en ten opsigte van elke volle maand van sulke tydperk van minder as 'n jaar, minstens—

- (a) in die geval van 'n handelsreisiger, of 'n handelsreisiger se motorbestuurder, eenvierde van die weekloon;
 (b) in die geval van elke ander werknemer, een volle dag se loon, gebaseer op die skaal van die loon;
 waarteen hy onmiddellik voor die datum van sulke beëindiging gewerk het, betaal word.

(5) 'n Werknemer wat op 'n tydperk van verlof ingevolge die bepalings van subklousule (1) geregtig geword het en wie se dienskontrak eindig alvorens die verlof toegestaan is, moet by beëindiging daarvan die bedrae ten opsigte van die verlof waarna in subklousules (1) en (4) verwys word, betaal word.

(6) Vir die doeleindes van hierdie klousule, word dit beskou dat die uitdrukking „diens“ elke tydperk of tydperke, insluit wanneer 'n werknemer—

- (a) met verlof kragtens die bepalings van subklousule (1) afwesig is;
 (b) opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
 (c) op las, of op-versoek, van sy werkewer van die werk afwesig is;
 (d) met siekterverlof ingevolge die bepalings van klousule 8 afwesig is;

vir altesame hoogstens tien weke in 'n jaar, en word dit beskou dat dit begin—

- (i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms op verlof ingevolge 'n wet geregtig geword het, die datum waarop die werknemer laas op sodanige verlof ingevolge daardie wet geregtig geword het;

- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law, providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later;

provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

8. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a six-day week, twelve work days; and
- (b) in the case of an employee who works a five-day week, ten work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms thereof not less than the wage he would have received had he worked during such period: Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of such absence: Provided further that where in any factory there exists or may be established by virtue of an agreement between an employee and his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

(2) For the purposes of this clause, the expression "employment" shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Dingaan's Day and Christmas Day: Provided that an employee may be required to work on any such day: Provided further that, in the case of an employee who works a five-day week, when such holiday falls on the sixth day of the week, the provisions of this sub-clause shall not apply.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in sub-clause (1), plus, in respect of each hour or part of an hour so worked, his weekly wage divided by forty-four.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 4 (1) for a casual employee, plus in respect of each hour or part of an hour so worked such wage divided by eight.

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

- (a) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or
- (b) pay him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday and grant to him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) Whenever a casual employee works on a Sunday his employer shall pay to him not less than double the wage prescribed in clause 4 (1) for a casual employee.

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie vasstelling in diens was en op wie 'n wet wat vir jaarlike verlof voorsiening maak, betrekking het, maar wat nog nie ingevolge daarvan op verlof geregely geword het nie, van die datum waarop sy diens begin het;

(iii) in die geval van elke ander werknemer, met ingang van die datum waarop die werknemer in diens van sy werkgever getree het, of, na gelang van die jongste, die datum waarop hierdie vasstelling in werking tree;

met dien verstande dat indien in 'n jaar die tydperk van 'n werknemer se opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, minder as dertig dae is, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleidingstydperk minder as dertig dae is.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat na een maand diens by hom weens siekte of ongeval wat nie deur sy eie wan gedrag veroorsaak is nie, van die werk afwesig is, behalwe 'n ongeval waaroor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is—

- (a) in die geval van 'n werknemer wat ses dae per week werk, altesame twaalf werkdae; en
- (b) in die geval van 'n werknemer wat vyf dae per week werk, altesame tien werkdae;

siekteverlof per diensjaar by hom toestaan en moet hom ten opsigte van die tydperk van afwesigheid ingevolge daarvan minstens die loon betaal wat hy sou ontvang het indien hy tydens sodanige tydperk gewerk het; met dien verstande dat 'n werkgever as vooropgestelde voorwaarde vir betaling deur hom ten opsigte van elke tydperk van afwesigheid waaroor betaling geeis word, kan eis dat 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is en wat die aard en duur van die werk nemaan se siekte vermeld, voorgelê word voordat hy enige bedrag ten opsigte van sodanige afwesigheid uitbetaal; voorts met dien verstande dat indien daar uit hoofde van 'n ooreenkoms tussen 'n werkgever en sy werknemers, of tussen 'n werkgever en 'n geregistreerde vakvereniging, by enige fabriek 'n siekteystands fonds of voorsorgfonds bestaan, of gestig word, waaraan die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat nie minder is as die bedrag wat die werknemer betaal, of deur hom betaal moet word en waaruit 'n werknemer ingeval van 'n tydperk of tydperke van afwesigheid van die werk weens siekte of ongeval (behalwe 'n ongeval waaroor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is), altesame in 'n jaar ten opsigte van sodanige tydperke van afwesigheid, geregely is op 'n bedrag wat minstens gelyk is aan sy volle loon vir twee weke, onder omstandighede wat wesenlik vir die werknemer nie ongunstiger as hierdie bepaling is nie, die bepaling van hierdie klousule nie van toepassing is nie.

(2) Vir die doeleindes van hierdie klousule, het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (6).

9. PUBLIEKE VAKANSIEDAE EN SONDAE.

(1) *Publieke vakansiedae.*—'n Werknemer is geregely op, en moet toegestaan word, verlof met volle betaling op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag en Kersdag, met dien verstande dat van 'n werknemer vereis kan word om op daardie dae te werk; voorts met dien verstande dat in die geval van 'n werknemer wat 'n vyfdaagse week werk, die bepaling van hierdie subklousule nie van toepassing is nie as sulke vakansiedag op die sesde dag van die week val.

(2) *Betaling vir werk op publieke vakansiedae.*—(a) As 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag werk, dan moet sy werkgever hom vir daardie dag ten opsigte van elke uur of gedeelte van 'n uur wat hy werk, minstens die bedrag waarna in subklousule (1) verwys word, plus sy weekloon gedeel deur vier-en-veertig, betaal.

(b) As 'n los werknemer op Nuwejaarsdag, Goeie-Vrydag of Kersdag werk, moet sy werkgever hom vir daardie dag minstens die dagloon soos in klousule 4 (1) vir 'n los werknemer voorgeskryf, plus ten opsigte van elke uur of gedeelte van 'n uur wat hy gewerk het, daardie loon gedeel deur ag, betaal.

(3) *Betaling vir werk op Sondag.*—Indien 'n werknemer, behalwe 'n los werknemer, op Sondag werk moet sy werkgever hom of—

(a) minstens dubbel die loon wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk aan hom betaalbaar is, betaal; of

(b) vir elke uur of gedeelte van 'n uur wat hy werk, minstens een en 'n derde malas sy gewone loon betaal ten opsigte van die hele tydperk wat hy op die Sondag werk en hom binne sewe dae na daardie Sondag een dag vakansie toestaan en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op daardie vakansiedag sy gemiddelde gewone getal werkure vir die betrokke dag van die week gewerk het.

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon, soos in klousule 4 (1) vir 'n los werknemer voorgeskryf, betaal.

10. PROPORTION OR RATIO.

An employer shall employ a qualified male clerical employee, a qualified female clerical employee, a qualified traveller, a qualified blindhanger, a qualified cutter, a qualified general assistant, a qualified male machinist, a qualified female machinist, and a qualified chopper out before he may employ an unqualified male clerical employee, an unqualified female clerical employee, an unqualified traveller, an unqualified blindhanger, an unqualified cutter, an unqualified general assistant, an unqualified male machinist, an unqualified female machinist, or an unqualified chopper out, respectively, and he shall not employ more than two unqualified employees in any class specified in this clause for each qualified employee in such class employed by him: Provided that for the purposes of this clause—

- (i) an employer who is wholly or mainly engaged in performing the work of a clerical employee, a blindhanger, or a cutter may be deemed to be a qualified clerical employee, a qualified blindhanger, or a qualified cutter, as the case may be;
- (ii) an unqualified employee in any class receiving a wage not less than the wage prescribed in clause 4 (1) for a qualified employee in the same class may be deemed to be a qualified employee in such class.

11. PIECE-WORK OR TASK-WORK.

(1) Save as provided in clause 5 (6), an employer shall pay his employee employed on piece-work or task-work for any period remuneration at the rates agreed upon between the employer and his employee: Provided that, irrespective of the quantity or output of work done, the employer shall pay to 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 or task-work is performed, the weekly wage prescribed in clause 4 (1) for an employee of his class;
- (b) in the case of a casual employee, in respect of each day on which piece-work or task-work is performed, the wage prescribed in clause 4 (1) for a casual employee; plus five per cent.

(2) An employer shall keep posted up in a conspicuous place in his factory a schedule of the piece-work or task-work rates referred to in sub-clause (1) and shall not reduce such rates unless he has given his employee not less than two weeks' notice of the proposed alteration.

12. OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition free of charge—

- (a) to each male machinist, each female machinist and each general assistant in his employ, two overalls per annum;
- (b) any other overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee.

13. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

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

14. CERTIFICATE OF SERVICE.

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

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by six in the case of a traveller, traveller's driver or an employee who works a six-day week and by five in the case of an employee who works a five-day week;
- (b) in the case of a week's notice not less than the weekly wage which the employee was receiving immediately before the date of such termination; provided that this shall not affect—
 - (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
 - (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 one week.

10. GETALLEVERHOUDING VAN WERKNEMERS.

'n Werkgever moet 'n gekwalifiseerde manlike klerklike werknemer, 'n gekwalifiseerde vroulike klerklike werknemer, 'n gekwalifiseerde handelsreisiger, 'n gekwalifiseerde blindhanger, 'n gekwalifiseerde snyer, 'n gekwalifiseerde algemene hulp, 'n gekwalifiseerde manlike masjienerwerker, 'n gekwalifiseerde vroulike masjienerwerker en 'n gekwalifiseerde uitknipper in diens hê, alvorens hy onderskeidelik 'n ongekwalifiseerde manlike klerklike werknemer, 'n ongekwalifiseerde vroulike klerklike werknemer, 'n ongekwalifiseerde handelsreisiger, 'n ongekwalifiseerde snyer, 'n ongekwalifiseerde algemene hulp, 'n ongekwalifiseerde manlike masjienerwerker, 'n ongekwalifiseerde vroulike masjienerwerker of 'n ongekwalifiseerde uitknipper in diens kan hê, en hy mag nie meer as twee ongekwalifiseerde werknemers in elke klas by hierdie klousule bepaal, in diens hê vir elke gekwalifiseerde werknemer in so'n klas wat by hom in diens is n.e.; met dien verstande dat vir die doeleindes van hierdie klousule dit beskou kan word dat—

- (i) 'n werkgever wat uitsluitlik, of hoofsaaklik, die werk van 'n klerklike werknemer, 'n blindhanger of 'n snyer verrig, na gelang van die geval, 'n gekwalifiseerde klerk, 'n gekwalifiseerde blindhanger of 'n gekwalifiseerde snyer is;
- (ii) 'n ongekwalifiseerde werknemer in enige klas, wat 'n loon ontvang van minstens die loon wat by klousule 4 (1) vir 'n gekwalifiseerde werknemer van dieselfde klas voorgeskryf word, 'n gekwalifiseerde werknemer in die betrokke klas is.

11. STUKWERK OF TAAKWERK.

(1) Behoudens soos bepaal in klousule 5 (6), moet 'n werkgever sy werknemer wat vir 'n tydperk stukwerk of taakwerk verrig, besoldig teen die skaal waarop die werkgever en sy werknemer ooreengekom het; met dien verstande dat die werkgever, afgesien van die hoeveelheid werk wat gedaan is, die werknemer minstens—

- (a) in die geval van 'n werknemer, behalwe 'n los werknemer, ten opsigte van elke week waarin die werknemer stukwerk of taakwerk verrig, die weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop hy stukwerk of taakwerk verrig, die loon in klousule 4 (1) vir 'n los werknemer voorgeskryf;

plus vyf persent, moet betaal.

(2) 'n Werkgever moet 'n lys van die loonskale vir stukwerk of taakwerk waarna in subklousule (1) verwys word, op 'n duidelik sigbare plek in sy fabriek vertoon en vertoon hou, en hy kan nie die loonskale verminder nie, tensy hy sy werknemer minstens twee weke kennis van die voorgenoemde wysiging gegee het.

12. OORPAKKIE EN BESKERMENDE KLERE.

'n Werkgever moet die volgende kosteloos verskaf en in 'n goeie toestand onderhou:—

- (a) Twee oorpakke per jaar aan elke manlike masjienerwerker, elke vroulike masjienerwerker en elke algemene hulp in sy diens;
- (b) ander oorpakke en/of beskermende kledingstukke wat hy van sy werknemer vereis om te dra, of wat hy ingevolge 'n wet of 'n regulasie aan sy werknemer moet verskaf.

13. VERBOD OP DIE IN DIENS HÊ VAN PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werkgever mag niemand onder die ouderdom van vyftien jaar in diens hê nie.

14. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, behalwe 'n los werknemer, moet 'n werkgever by beëindiging van die dienskontrak van daardie werknemer, 'n dienssertificaat aan hom uitrek wat die name van die werkgever en die werknemer voluit, die aard van die diens, die datums van die aanvang en beëindiging van die kontrak en die loonskala op die datum van beëindiging daarvan, vermeld.

15. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, behalwe 'n los werknemer, moet gedurende die eerste maand diens minstens vier-en-twintig uur en daarna minstens een week opseggings vir beëindiging van die dienskontrak gee, of in plaas daarvan minstens onderstaande betaal of verbeur:—

- (a) In die geval van diensopseggig van vier-en-twintig uur, die weekloon wat die werknemer onmiddellik voor die beëindiging van die dienskontrak ontvang het, gedeel deur ses in die geval van 'n handelsreisiger, 'n handelsreisiger se motorbestuurder of 'n werknemer wat 'n sesdaagse week werk, en deur vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
- (b) in die geval van diensopseggig van een week, minstens die weekloon wat die werknemer onmiddellik voor die datum van beëindiging van die dienskontrak ontvang het; met dien verstande dat dit nie inbreuk op die onderstaande maak nie:—

- (i) Op 'n werkgever of 'n werknemer se reg om 'n dienskontrak sonder opseggig te beëindig om 'n rede wat wetlik as voldoende beskou word;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat vir albei partye vir 'n selfde tydperk van kennissgewing en vir langer as 'n week voorseen maak.

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

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

Signed at Cape Town, this 19th day of October, 1950.

J. S. VAN REENEN, *Chairman.*

S. I. REINDERS, *Secretary.*

L. H. GOLDMAN,
*Duly Authorised Representative
(Employers).*

J. J. PARENZEE,
*Duly Authorised Representative
(Employees).*

(2) Indien 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoud van subklousule (1) aangegaan is, moet die betaling of die verbeuring in plaas van 'n diensopseggeling in verhouding wees tot die tydperk van diensopseggeling soos ooreengekom.

(3) Die diensopseggeling waarna in subklousule (1) verwys word, gaan in op die dag waarop diens opgesê word; met dien verstande dat die tydperk van kennisgewing nie mag saamval met en geen diensopseggeling gegee kan word tydens die afwesigheid van die werknemer met jaarlike verlof ingevolge die bepalings van klousule 7, of met siekteverlof ingevolge die bepalings van klousule 8 nie.

Namens die partye hede die 19de dag van Oktober 1950 in Kaapstad onderteken.

J. S. VAN REENEN,
Voorsitter.

S. I. REINDERS,
Sekretaris.

L. H. GOLDMAN,
Gemagtigde Verteenwoordiger (Werkgewers.)

J. J. PARENZEE,
Gemagtigde Verteenwoordiger (Werknemers.)

* No. 810.] [6 April 1951.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

CANVAS AND ROPEWORKING INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Canvas and Ropeworking Industry, Cape, published under Government Notice No. 809 of the 6th April, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

* No. 810.] [6 April 1951.
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

SEILDOEK- EN TOUBEWERKINGSNYWERHEID, KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Seildoek- en Toubewerkingsnywerheid, Kaap, bekendgemaak by Geementskennisgewing No. 809 van 6 April 1951 vir die persone wie se werkure daarby gereel word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.



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