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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 linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF AGRICULTURE.

* No. 1014.] [27 April 1951.
PRICES OF MEALIES AND MEALIE PRODUCTS.

In terms of sub-section (1) of section twenty-nine of the Marketing Act, 1937 (Act No. 26 of 1937), as amended, I, STEPHANUS PETRUS LE ROUX, Minister of Agriculture, do hereby make known that the Mealie Industry Control Board, referred to in section 2 of the Mealie Control Scheme, published by Proclamation No. 77 of 1939, as amended, has, in terms of section 22 of that Scheme imposed the prohibitions mentioned—

- (a) in Schedule A hereto in connection with the sale of mealies by producers of mealies;
- (b) in Schedule B hereto in connection with the sale of mealies by persons other than producers of mealies in quantities of not less than one bag at a time to a particular person;
- (c) in Schedule C hereto in connection with the sale of mealie products by any person in quantities of not less than one bag at a time to a particular person; and
- (d) in Schedule D hereto in connection with the sale of mealies or mealie products by any person in quantities of less than one bag at a time to a particular person;

in substitution for the prohibitions made known by Government Notice No. 969 of 28th April, 1950, as amended by Government Notice No. 2023 of 18th August, 1950, and Government Notice No. 2884 of 17th November, 1950, with effect from 1st May, 1951, and these prohibitions shall remain in force until the 30th day of April, 1952, unless amended at an earlier date.

S. P. LE ROUX,
Minister of Agriculture.

SCHEDULE A.

PRODUCERS' PRICES OF MEALIES.

1. No producer of mealies shall sell—

- (a) mealies, except mealies intended for seed purposes, of any of the grades mentioned in the table below, in quantities of 200 lb. net weight or more at a time, and—
 - (i) contained in new or grade 1 second-hand bags which have not been darned or patched, at a price other than the price specified in column 1 of that table for mealies of that grade;

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDBOU.

* No. 1014.] [27 April 1951.
PRYSE VAN MIELIES EN MIELIEPRODUKTE.

Kragtens subartikel (1) van artikel nege-en-twintig van die Bemarkingswet, 1937 (Wet No. 26 van 1937), soos gewysig, maak ek, STEPHANUS PETRUS LE ROUX, Minister van Landbou, hierby bekend dat die Raad van Beheer oor die Mielienywerheid wat in artikel 2 van die Mielie-reëlinskema, gepubliseer by Proklamasie No. 77 van 1939, soos gewysig, genoem word, kragtens artikel 22 van die Skema, die verbodsbepalings uiteengesit—

- (a) in Bylae A hiervan in verband met die verkoop van mielies deur produsente van mielies;
- (b) in Bylae B hiervan in verband met die verkoop van mielies deur iemand ander as 'n produsent van mielies in hoeveelhede van minstens een sak tegelyk aan 'n bepaalde persoon;
- (c) in Bylae C hiervan in verband met die verkoop van mielieprodukte deur iemand in hoeveelhede van minstens een sak tegelyk aan 'n bepaalde persoon; en
- (d) in Bylae D hiervan in verband met die verkoop van mielies of mielieprodukte deur iemand in hoeveelhede van minder as een sak tegelyk aan 'n bepaalde persoon;

ter vervanging van die verbodsbepalings bekendgemaak by Goewermentskennisgewing No. 969 van 28 April 1950, soos gewysig deur Goewermentskennisgewing No. 2023 van 18 Augustus 1950, en Goewermentskennisgewing No. 2884 van 17 November 1950, opgelê het, met ingang van 1 Mei 1951, en hierdie verbodsbepalings bly van krag tot die dertigste dag van April 1952, tensy dit vroeër gewysig word.

S. P. LE ROUX,
Minister van Landbou.

BYLAE A.

PRODUSENTEPRYSE VAN MIELIES.

1. Geen produsent van mielies mag—

- (a) mielies, behalwe mielies bestem vir saaddoeleindes, van een of ander van die grade in die tabel hieronder genoem, in hoeveelhede van 200 lb. netto gewig of meer tegelyk, en—
 - (i) verpak in nuwe of graad 1 tweedehandse sakke wat nie gestop of gelap is nie, teen 'n ander prys as die prys in kolom 1 van die tabel vir mielies van dié graad;

- (ii) contained in grade 1 second-hand bags which have been darned or patched, grade 2 second-hand bags and grade 3 second-hand bags, at a price other than the price specified in column 1 of that table for mealies of that grade less 3d., 6d. and 7d. per bag respectively;
 - (iii) delivered in bulk and not actually contained in bags, at a price other than the price specified in column 2 of that table for mealies of that grade;
 - (iv) delivered to the elevators of the South African Railways and Harbours Administration in the period from 1st May, 1951, to 30th April, 1952, and represented by elevator receipts issued by the said Administration, at a price other than the price specified in column 3 of that table for mealies of that grade;
- (b) mealies intended for seed purposes at a price less than 26s. 6d. per bag;
- (c) mealies, not being mealies intended for seed purposes and not being mealies of a grade mentioned in the table below, at a higher price than 25s. 8d. per 200 lb. net weight when the mealies are contained in bags, or at a higher price than 23s. 5d. per 200 lb. net weight when the mealies are not contained in bags;
- (d) mealies, except mealies intended for seed purposes, in quantities of less than 200 lb. net weight at a time—
- (i) of any of the grades mentioned in the table below at a price other than 1½d. per lb.;
 - (ii) not being mealies of a grade mentioned in the table below, at a higher price than 1½d. per lb.;

provided that in the calculation of the amount payable an amount less than a half-penny may be increased to a half-penny.

TABLE.

Grade.	Column 1. Price for Mealies in Bags. Per 200 lb.	Column 2. Price for Mealies in Bulk, delivered. Per 200 lb.	Column 3. Price for Mealies delivered to S.A.R. Elevators. Per 200 lb.
	s. d.	s. d.	s. d.
Flat White No. 2 and Round Yellow No. 6.	26 6	24 3	25 5
Flat White No. 3.....	26 3	24 0	25 2
Flat Yellow No. 4 and Round White No. 5..	26 2	23 11	25 1
Mixed No. 7 and No. 8 Yellow.....	26 0	23 9	24 11
No. 8 White.....	25 10	23 7	24 9

2. The prices for the respective grades of mealies specified in clause 1, shall in the case of mealies produced in—

- (a) Area A, apply in respect of mealies delivered to the order of the Board or the order of an agent of the Board either at the premises of such agent of the Board or at his nearest railway station or at the nearest railway station of the producer;
 - (b) Area B, apply in respect of mealies delivered free on rail producer's nearest railway station, or delivered to the premises of the trader, at whichever point delivery is effected in terms of the conditions of sale of the mealies.
3. For the purpose of the foregoing prohibitions—
- (a) "bag" in relation to mealies, shall mean a quantity of mealies of a net weight of 200 lb., determined on a moisture content not exceeding 12½ per cent, by weight;

- (ii) verpak in graad 1 tweedehandse sakke wat gestop of gelap is, graad 2 tweedehandse sakke en graad 3 tweedehandse sakke, teen 'n ander prys as die prys in kolom 1 van die tabel vir mielies van dié graad, min 3d., 6d. en 7d. per sak onderskeidelik;
 - (iii) gelewer in massa en nie werklik in sakke verpak nie, teen 'n ander prys as die prys in kolom 2 van die tabel vir mielies van dié graad;
 - (iv) gelewer aan die graansuiers van die Suid-Afrikaanse Spoorweg en Hawensadministrasie in die tydperk van 1 Mei 1951 tot 30 April 1952, en verteenwoordig deur graansuierkwitansies, uitgereik deur genoemde Administrasie, teen 'n ander prys as die prys in kolom 3 van die tabel vir mielies van dié graad;
- (b) mielies bestem vir saaddoeleindes teen 'n laer prys as 26s. 6d. per sak;
- (c) mielies, behalwe mielies bestem vir saaddoeleindes en uitgesonderd mielies van een of ander van die grade in die tabel hieronder genoem, teen 'n prys hoër as 25s. 8d. per 200 lb. netto gewig wanneer die mielies in sakke verpak, of teen 'n prys hoër as 23s. 5d. per 200 lb. netto gewig wanneer die mielies nie in sakke verpak is nie;
- (d) mielies, behalwe mielies bestem vir saaddoeleindes, in hoeveelhede minder as 200 lb. netto gewig tegelyk—
- (i) van een of ander van die grade in die tabel hieronder genoem teen 'n ander prys as 1½d. per lb.;
 - (ii) uitgesonderd mielies van een of ander van die grade in die tabel hieronder genoem teen 'n hoër prys as 1½d. per lb.;

verkoop nie, met dien verstande dat by die berekening van die bedrag betaalbaar 'n bedrag van minder as 'n halfpennie tot 'n halfpennie verhoog mag word.

TABEL.

Graad.	Kolom 1. Prys van mielies in sakke. Per 200 lb.	Kolom 2. Prys van mielies in massa gelewer. Per 200 lb.	Kolom 3. Prys van mielies gelewer aan die S.A.S.- graansuiers. Per 200 lb.
	s. d.	s. d.	s. d.
Plat wit No. 2 en ronde geel No. 6.....	26 6	24 3	25 5
Plat wit No. 3.....	26 3	24 0	25 2
Plat geel No. 4 en ronde wit No. 5.....	26 2	23 11	25 1
Gemengde No. 7 en No. 8, geel.....	26 0	23 9	24 11
No. 8 wit.....	25 10	23 7	24 9

2. Die pryse vir die onderskeie grade mielies in klousule 1 gemeld, geld in die geval van mielies geproduseer in—

- (a) Gebied A, ten opsigte van mielies wat gelewer word op las van die Raad of van 'n agent van die Raad, by die perseel van daardie agent van die Raad, of by sy naaste spoorwegstasie, of by die naaste spoorwegstasie van die produsent;
 - (b) Gebied B, ten opsigte van mielies gelewer vry op spoor by die produsent se naaste spoorwegstasie, of gelewer by die perseel van die handelaar, na gelang van die plek waar aflewering kragtens die verkoopvoorwaardes van die mielies moet geskied.
3. Vir die toepassing van bovermelde verbodsbepalings—
- (a) beteken „sak" met betrekking tot mielies, 'n hoeveelheid mielies van 200 lb. netto gewig, bereken op grondslag van 'n voggehalte van hoogstens 12½ persent volgens gewig;

"establishment" means any premises in which the chemical industry is carried on and which are liable for registration under the Factories, Machinery and Building Work Act of 1941;

"experience" means—

- in relation to a chemist, a chemical technician and a learner chemical technician, the total period or periods of employment which an employee has had in chemical work as herein defined;
- in relation to a tester, a platen-pressman, a clerical employee and a traveller, the total period or periods of employment, which an employee has had as a tester, a platen-pressman, a clerical employee or a traveller, respectively;
- in relation to a grade I employee, the total period or periods of employment which an employee has had in the Chemical Industry in occupations other than those specified in paragraphs (a), (b) and (d) of this definition; provided that a labourer over the age of 18 years with not less than two years' employment with the same employer as a labourer shall, upon promotion to grade I, be deemed to have had 18 months experience as a grade I employee;
- in relation to a labourer, the total period or periods of employment which an employee has had in the chemical industry as a labourer, but for the purposes of calculating the wage of a labourer over 18 years of age, shall not include experience as a labourer under the age of 18 years;

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

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

- Cleaning and/or washing premises, plant, machinery, tools, utensils containers, animals, furniture, filter presses or other articles (including the opening and closing of filter presses and the removal and replacement of filter cloths);
- carrying, moving or stacking goods or other movable property of any description including the occasional operation of a goods lift;
- assembling wooden boxes, corrugated fibre-board or similar containers by hand;
- loading or unloading;
- making or maintaining fires, removing refuse or ashes;
- opening or closing boxes, bales or drums (other than by soldering);
- feeding and/or sieving materials by hand into elevators, process vats, tanks or other vessels;
- opening or closing cocks or valves under the supervision of a foreman, assistant foreman, mechanic or maintenance man, operating a hand pump;
- branding, marking, stencilling or affixing ready addressed labels to boxes, bales, drums or other packages for transport or delivery;
- cooking rations for natives, making tea or similar beverages;
- assisting on delivery vans;
- delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- stirring ingredients in vats or pans; turning over grain or other raw or semi-manufactured materials;
- gardening;
- filling containers used for bulk quantities and/or weighing in bulk;

(NOTE.—By "bulk" is meant any quantity exceeding 25 lb. in weight in the case of solids or four gallons in volume in the case of liquids);

(p) guarding premises or goods by day;

(q) tending animals or birds, minding vehicles; harnessing animals;

"learner chemical technician" means an employee, other than a chemist and druggist, a chemist or a chemical technician who has had less than six years' experience and is engaged in chemical work as herein defined;

"maintenance man or handyman" means an employee, other than a mechanic or a machine and/or plant operator, who is engaged in the maintenance and/or repair of plant or machinery;

"machine and/or plant operator" means an employee who is engaged in operating (including setting-up, adjustment and running) any of the following power-driven machines:—

- Pill or tablet making machines;
- homogenisers;
- granulators;
- disintegrators;
- centrifugal separators and filter presses;
- capsule machine;

"mechanic" means a skilled employee who erects, overhauls, traces faults in and repairs machinery or who supervises these operations;

"motor vehicle" means any vehicle designed or intended for propulsion by other than human or animal power and used for the conveyance of goods other than a traveller's samples;

"inrigting", elke perseel waarin die Chemikalieënnywerheid uitgeoefen word en wat ingevolge die Wet op Fabriekke, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is;

"ondervinding"—

- met betrekking tot 'n chemikus, 'n chemie-technikus en 'n leerling-chemie-technikus, die totale dienstydperk of -tydperke wat 'n werknemer in chemiese werk, soos hierin omskryf, het;
- met betrekking tot 'n toetser, 'n degelpersdrukker, 'n klerklike werknemer en 'n handelsreisiger, die totale dienstydperk of -tydperke wat 'n werknemer onderskeidelik as 'n toetser, 'n degelpersdrukker, 'n klerklike werknemer of 'n handelsreisiger, het;
- met betrekking tot 'n graad I-werknemer, die totale dienstydperk of -tydperke wat 'n werknemer in die Chemikalieënnywerheid het, behalwe in werksaamhede gespesifiseer in paragrawe (a), (b) en (d) van hierdie woordbepalings; met dien verstande dat dit beskou moet word dat 'n arbeider van oor 18 jaar met minstens twee jaar diens by dieselfde werkgever as 'n arbeider, by bevordering na graad I, 18 maande ervaring as 'n graad I-werknemer gehad het;
- met betrekking tot 'n arbeider, die totale dienstydperk of -tydperke wat die werknemer as arbeider in die chemiese nywerheid het, maar vir die doeleindes van berekening van die loon van 'n arbeider oor 18 jaar oud, nie die ondervinding as 'n arbeider onder 18 jaar oud nie;

"voorman", 'n werknemer in beheer oor die werknemers in 'n inrigting of afdeling van 'n inrigting, wat kontrole oor die werknemers uitoefen en wat verantwoordelik is vir die doeltreffende verrigting van hul werk;

"arbeider", 'n werknemer wat een of meer van onderstaande werksaamhede verrig:—

- Persele, installasie, masjinerie, gereedskap, gerei, houers, diere, meubels, filtreerperse of ander artikels skoonmaak en/of was met inbegrip van die oop- en toemaak van filtreerperse en die verwydering en vervanging van filtreerdoeke;
- goedere of ander los eiendom van enige aard dra, verplaas of stapel, met inbegrip van af en toe 'n goederehyser bedien;
- houtkissies, riefelkarton- of soortgelyke houers met die hand inmekaarsit;
- laai of aflaai;
- vure maak of aan die brand hou, afval of as verwyder;
- kiste, bale of dromme oop- of toemaak (behalwe soldeer);
- goedere met die hand aan elevators, prosesvate, tenks of ander houers voer en/of sif;
- onder toesig van 'n voorman, assistent-voorman, werktuigkundige of onderhouer, krane of kleppe oop- of toemaak, 'n handpomp bedien;
- brandmerk, merk, sjabloneer van, of klaargeadresseerde etikette plak op kissies, bale, dromme of ander pak-kette vir vervoer of aflewering;
- rantsone vir natuurlike kook, tee of soortgelyke drank maak;
- op afleweringswaens help;
- briewe, boodskappe of goedere te voet of met 'n fiets, driewieler of handkar aflewer;
- bestanddele in vate of panne roer, graan of ander ru- of halfvervaardigde materiaal omkeer;
- tuinmaak;
- houers wat vir grootmaathoeveelhede gebruik word, volmaak en/of by grootmaat afweeg;

(OPMERKING.—Onder „grootmaat" word verstaan elke hoeveelheid van meer as 25 pond gewig in die geval van vaste stowwe, of vier gelling in volume in geval van vloeistowwe);

- persele of goedere gedurende die dag bewaak;
- diere of voëls versorg; voertuie oppas, diere inspan;

"leerling-chemie-technikus", 'n werknemer, behalwe 'n apteker en drogis, 'n chemikus of 'n chemie-technikus met minder as ses jaar ondervinding en wat chemiese werk soos hierin bepaal, verrig;

"onderhouer of handlanger", 'n werknemer, behalwe 'n werktuigkundige, wat installasie of masjinerie onderhou en/of herstel;

"masjien- en/of installasiebediener", 'n werknemer wat enigeen van die volgende kraggedrewe masjiene bedien (insluitende opstel, regstel en versorging):—

- Pil-, of tabletvervaardigingsmasjien;
- homogeniseerders;
- granuleerders;
- disintegreerders;
- sentrifugale afskeiers en filterperse;
- Kapsulemasjien;

"werktuigkundige", 'n geskoolde werknemer wat masjinerie opstel, grondig nasien, foute opspoor en herstel, of wat toesig hou oor hierdie werksaamhede;

"motorvoertuig", elke voertuig ontwerp of bedoel vir ander voortbeweging as deur krag van mens of dier, en wat gebruik word vir die vervoer van goedere, behalwe van 'n handelsreisiger se monsters;

- "motor vehicle driver" means an employee wholly or mainly engaged in driving a motor vehicle;
- "motor vehicle driving" includes all periods of driving and any time spent by the driver on other work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to work when required;
- "night watchman" means an employee who guards premises and/or goods by night and for the purposes of this definition "night" may be regarded as the period between the closing and opening hours of the business of the employer;
- "piece-work" means any system under which an employee's remuneration is based on the quantity or output of work done;
- "platen pressman" means an employee who is able to make ready and print work on a platen machine (other than a platen machine with automatic feeder larger than 10 inches by 15 inches or a chemist label overprinting machine) including locking up formes in the machine chase;
- "sample boy" means an employee who accompanies a traveller on his rounds and/or assists him in driving and/or in the packing, unpacking and displaying of samples;
- "short time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;
- "storeman or warehouseman" means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments or for despatch;
- "tester" means an employee who, under the supervision of a chemist, or a chemical technician or a chemist and druggist is wholly or mainly engaged in routine chemical tests;
- "traveller" means an employee, who, as the travelling representative of an establishment and on behalf of such establishment invites, canvasses or solicits orders from persons for the sale and/or supply to them of goods for resale or for their use or consumption;
- "uniform" means any article or articles or wearing apparel distinctive in design and colour;

provided that 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. REMUNERATION.

(1) The minimum rates at which remuneration in respect of ordinary hours of work shall be paid by an employer to each member of the undermentioned classes of his employees, shall be as follows:—

(a) Employees other than Casual Employees:—

	Per week.
£ s. d.	
Chemist and/or Chemist and Druggist	7 5 5
Chemical technician	6 19 2
Foreman	6 19 2
Learner chemical technician—	
during the first year of experience	2 2 0
during the second year of experience	2 13 7
during the third year of experience	3 9 4
during the fourth year of experience	4 5 7
during the fifth year of experience	5 1 4
during the sixth year of experience	6 2 10
Provided that where a learner chemical technician has obtained a degree or an equivalent diploma in chemistry he shall be deemed to have had three years' experience.	
Machine and/or plant operator	2 17 9
£ s. d.	Per hour.
£ s. d.	
Mechanic	0 3 3
£ s. d.	Per week.
£ s. d.	
Compositor, machine minder (printing)	6 9 2
Assistant foreman	4 16 7
Maintenance man or handyman	3 17 2
Charge-hand or team supervisor	3 11 8
Boiler attendant	2 4 8
Boss-boy or ganger	2 4 8
Clerical employee, male—	
during the first year of experience	1 12 4
during the second year of experience	2 6 2
during the third year of experience	3 1 3
during the fourth year of experience	3 16 2
during the fifth year of experience	4 12 4
during the sixth year of experience	5 8 7
during the seventh year of experience	5 15 5
thereafter	6 2 6
Clerical employee, female—	
during the first year of experience	1 12 4
during the second year of experience	1 16 11
during the third year of experience	2 3 10
during the fourth year of experience	2 13 1
during the fifth year of experience	3 2 4
thereafter	3 6 11

- "motorvoertuigbestuurder", 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig bestuur;
- "motorvoertuig bestuur", alle tydperke van bestuur, en alle tyd deur die bestuurder bestee aan werk in verband met die voertuig of die vrag, en alle tydperke wat hy verplig is om op sy pos te bly, in gereedheid om te werk as dit vereis word;
- "nagwag", 'n werknemer wat snags persele en/of goedere bewaak en vir die doeleindes van hierdie woordbepaling kan "nag" as die tydperk tussen die ure wanneer die besigheid van die werkgewer sluit en open, beskou word;
- "stukwerk", elke stelsel waarvolgens die werknemer se besoldiging afhang van die hoeveelheid of omvang van verrigte werk;
- "degelpersdrukker", 'n werknemer wat in staat is om werk gereed te maak en op 'n degelpers te druk (behalwe 'n degelpers met outomatiese voerder van meer as 10 duim by 15 duim, of 'n masjien vir oordruk op aptekeretikette) met inbegrip van die toesluit van drukvorms in die setraam;
- "monsterjong", 'n werknemer wat 'n handelsreisiger op sy reis vergesel en/of hom behulpzaam is by die bestuur van die voertuig en/of die pak, uitpak en uitstal van monsters;
- "kort tyd", 'n tydelike vermindering van die getal gewone werkure weens bedryfslapte, tekort aan grondstowwe of 'n algemene breekstop van installasie of masjinerie, veroorsaak deur ongeluk of ander onvoorsiene noodgeval;
- "magasynmeester of pakhuishouer", 'n werknemer wat algemene toesig hou oor voorrade of vervaardigde stowwe en wat daarvoor verantwoordelik is om goedere in 'n magazyn of pakhuus te ontvang, te bewaar, bymekaar te maak, te verpak of uit te pak en/of goedere vanuit 'n magazyn of pakhuus aan die verbruiksafdelings of vir versending af te lewer;
- "toetser", 'n werknemer wat onder toesig van 'n chemikus, 'n chemie-tenikus, of 'n apteker en drogis, uitsluitlik of hoofsaaklik chemiese roetine-toetse uitvoer;
- "handelsreisiger", 'n werknemer wat as die reisende verteenwoordiger van 'n inrigting, namens die inrigting van persone bestellings vra, werf of versoek, vir die verkoop en/of lewering aan hulle van goedere vir herverkoop, of vir hul gebruik of verbruik;
- "uniform", elke kledingstuk of kledingstukke van onderskeiende ontwerp en kleur;

met dien verstande dat dit by die indeling van 'n werknemer vir die doel van hierdie Ooreenkoms, gereken moet word dat hy tot dié klas behoort waarin hy uitsluitlik of hoofsaaklik werkzaam is.

4. BESOLDIGING.

(1) Die minimum skale waarteen 'n werkgewer elke lid van die ondervermelde klasse van sy werknemers besoldiging moet betaal ten opsigte van gewone werkure, is soos volg:—

(a) Werknemers, behalwe los werknemers—

	Per week.
£ s. d.	
Chemikus en/of apteker en drogis	7 5 5
Chemie-tenikus	6 19 2
Voorman	6 19 2
Leerling-chemie-tenikus—	
gedurende die eerste jaar ondervinding	2 2 0
gedurende die tweede jaar ondervinding	2 13 7
gedurende die derde jaar ondervinding	3 9 4
gedurende die vierde jaar ondervinding	4 5 7
gedurende die vyfde jaar ondervinding	5 1 4
gedurende die sesde jaar ondervinding	6 2 10
met dien verstande dat as 'n leerling-chemie-tenikus 'n graad of 'n gelykwaardige diploma in chemie verkry het, dit gereken moet word dat hy drie jaar ondervinding het.	
Masjien- en/of installasiebediener	2 17 9
£ s. d.	Per uur.
£ s. d.	
Werktuigkundige	0 3 3
£ s. d.	Per week.
£ s. d.	
Lettersetter, drukker (drukwerk)	6 9 2
Assistent-voorman	4 16 7
Onderhouer of handlanger	3 17 2
Onderbaas of spanopsigter	3 11 8
Ketelbediener	2 4 8
Baasjong of ploegbaas	2 4 8
Klerklike werknemer, manlik—	
gedurende die eerste jaar ondervinding	1 12 4
gedurende die tweede jaar ondervinding	2 6 2
gedurende die derde jaar ondervinding	3 1 3
gedurende die vierde jaar ondervinding	3 16 2
gedurende die vyfde jaar ondervinding	4 12 4
gedurende die sesde jaar ondervinding	5 8 7
gedurende die sewende jaar ondervinding	5 15 5
daarna	6 2 6
Klerklike werknemer, vroulik—	
gedurende die eerste jaar ondervinding	1 12 4
gedurende die tweede jaar ondervinding	1 16 11
gedurende die derde jaar ondervinding	2 3 10
gedurende die vierde jaar ondervinding	2 13 1
gedurende die vyfde jaar ondervinding	3 2 4
daarna	3 6 11

	Per Week.		
	£	s.	d.
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
thereafter	10	7	8

Tester and platen pressman—

during the first six months of experience ...	2	4	8
during the second six months of experience ...	2	10	5
during the third six months of experience ...	2	15	8
during the fourth six months of experience ...	3	1	5
thereafter	3	6	2

Sample Boy	2	9	11
Grade I employee, qualified	2	14	7
Grade I employee, unqualified—			

during the first three months of experience ...	1	10	6
during the second three months of experience ...	1	13	7
during the next six months of experience ...	1	18	4
during the next six months of experience ...	2	3	1
during the next six months of experience ...	2	8	7

Nightwatchman	2	9	11
Driver of motor vehicle—			

(i) payload under 6,000 lb.	3	10	0
(ii) payload of 6,000 lb.	3	17	6
(iii) payload over 6,000 lb.	4	5	0

NOTE.—“Grade I employee” means an employee not specified elsewhere in this sub-clause.

“Grade I employee, qualified”, means a Grade I employee who has had not less than two years’ experience;

“Grade I employee, unqualified”, means a Grade I employee who has had less than two years’ experience;

Labourer—over 18 years of age—			
during first six months of experience ...	1	19	5
thereafter	2	2	0
Labourer—under 18 years of age—			
during first six months’ experience in industry	1	8	11
thereafter	1	11	6

(b) Casual Employees—

(i) In the case of those employees for whom a rising scale of remuneration is prescribed, one-fourth of the highest weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.

(ii) In the case of all other employees, one-fourth of the weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.

(2) *Leave Remuneration.*—The remuneration in respect of the annual leave referred to in clause 7 shall be paid to an employee before the commencement of such leave.

(3) *Differential Rates of Remuneration.*—An employee who requires or permits a member of one class of his employees to perform for longer than one hour either in addition to his own work or in substitution therefor, work of another class for which a higher rate of remuneration is prescribed in sub-clause (1) shall pay such employee at the higher rate of remuneration in respect of the whole day on which he performs such work: 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.

(4) *Calculation of Daily Rate of Remuneration.*—For the purposes of sub-clause (3) the remuneration payable in respect of any one day shall be not less than one-fifth of the weekly remuneration prescribed in sub-clause (1) for the higher rated work performed.

(5) *Basis of Contract.*—An employee shall be deemed to be a weekly employee unless he falls within the definition “casual employee” and save as provided in clause 5 (7) shall be paid not less than the full weekly remuneration prescribed in sub-clause (1) for an employee of his class whether he has worked the maximum number of ordinary hours prescribed in clause 6 (1) or less, and be subject to the other conditions (in so far as they may be applicable) prescribed for such employee.

	Per week.		
	£	s.	d.
Handelsreisiger (gekwalifiseer)	10	7	8
Handelsreisiger (ongekwalifiseer)—			

gedurende die eerste ses maande ondervinding	5	15	5
gedurende die tweede ses maande ondervinding ...	6	6	11
gedurende die derde ses maande ondervinding ...	6	18	6
gedurende die vierde ses maande ondervinding ...	7	10	0
gedurende die vyfde ses maande ondervinding ...	8	1	6
gedurende die sesde ses maande ondervinding ...	8	13	1
gedurende die sewende ses maande ondervinding ...	9	4	7
gedurende die agtste ses maande ondervinding ...	9	16	2
daarna	10	7	8

Toetsier en degelpersdrukker—

gedurende die eerste ses maande ondervinding	2	4	8
gedurende die tweede ses maande ondervinding ...	2	10	5
gedurende die derde ses maande ondervinding ...	2	15	8
gedurende die vierde ses maande ondervinding ...	3	1	5
daarna	3	6	2
Monsterjong	2	9	11
Graad I-werknemer, gekwalifiseer	2	14	7

Graad I-werknemer, ongekwalifiseer—

gedurende die eerste drie maande ondervinding ...	1	10	6
gedurende die tweede drie maande ondervinding ...	1	13	7
gedurende die volgende ses maande ondervinding ...	1	18	4
gedurende die volgende ses maande ondervinding ...	2	3	1
gedurende die volgende ses maande ondervinding ...	2	8	7
Nagwag	2	9	11

Motorvoertuigbestuurder—

(i) vraggrens onder 6,000 lb.	3	10	0
(ii) vraggrens van 6,000 lb.	3	17	6
(iii) vraggrens oor 6,000 lb.	4	5	0

LET WEL.—„Graad I-werknemer” beteken ’n werknemer nie elders in hierdie subklousule gespesifiseer nie.

„Graad I-werknemer, gekwalifiseer” beteken ’n graad I-werknemer met minstens twee jaar ondervinding.

„Graad I-werknemer, ongekwalifiseer beteken ’n graad I-werknemer met minder as twee jaar ondervinding.

Arbeider (ouer as 18 jaar)—			
gedurende eerste ses maande ondervinding	1	19	5
daarna	2	2	0

Arbeider (onder 18 jaar)—			
gedurende eerste ses maande ondervinding in die nywerheid ...	1	8	11
daarna	1	11	6

(b) Los werknemers—

(i) In die geval van die werknemers vir wie ’n opgaande besoldigingskaal voorgeskryf is: Een-vierde van die hoogste weeklikse besoldiging voorgeskryf vir ’n werknemer wat dieselfde soort werk verrig as wat van ’n los werknemer vereis word om te verrig, vir elke dag of gedeelte van ’n dag wat hy in diens is.

(ii) In die geval van alle ander werknemers, een-vierde van die weeklikse besoldiging voorgeskryf vir ’n werknemer wat dieselfde soort werk verrig as wat van ’n los werknemer vereis word om te verrig, vir elke dag of gedeelte van ’n dag wat hy in diens is.

(2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in klousule 7 genoem, moet aan ’n werknemer betaal word voordat die verlof begin.

(3) *Verskillende loonskale.*—’n Werkgewer wat van ’n lid van een klas van sy werknemers vereis of hom toelaat om benewens sy eie werk, of in plaas daarvan, vir langer as een uur werk van ’n ander klas te verrig waarvoor in subklousule (1) ’n hoër loon voorgeskryf word, moet die werknemer teen die hoër loon betaal ten opsigte van die hele dag waarop hy die werk verrig; met dien verstande dat waar die enigste verskil in klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom berus, die bepaling van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van dagloon.*—Vir die doeleindes van subklousule (3), moet die besoldiging wat ten opsigte van ’n enkele dag betaalbaar is, minstens een-vyfde wees van die weeklikse besoldiging wat in subklousule (1) voorgeskryf word vir die hoërbetaalde werk wat verrig is.

(5) *Kontrakbasis.*—’n Werknemer word beskou ’n werknemer by die week te wees, tensy hy binne die woordbepaling van „los werknemer” val, en behoudens soos bepaal in klousule 5 (7), moet hom minstens die volle weeklikse besoldiging soos in subklousule (1) vir ’n werknemer van sy klas voorgeskryf, betaal word, of hy nou die maksimum getal gewone ure voorgeskryf in klousule 6 (1), of minder gewerk het of nie, en is onderworpe aan die ander voorwaardes (vir sover hulle van toepassing mag wees) vir die werknemer voorgeskryf.

(6) *Piece-work*.—(a) an employee employed on piece work for any period shall be paid at the rates agreed upon between the employer and his employee, but such employee's remuneration shall be not less than the remuneration that would have been payable to him, had he been employed on timework for that period, plus ten per cent.

(b) A schedule of the piece-work rates referred to in paragraph (a) shall be kept posted up in a conspicuous place in the establishment and shall not be altered except after one week's notice.

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

(a) a sample boy who accompanies a traveller shall be paid a subsistence allowance of not less than two shillings and sixpence in respect of every night spent away from the traveller's headquarters during any journey; and

(b) a traveller shall be paid all reasonable transport and/or subsistence expenses incurred by him in the performance of his duties.

(8) *Night Shift*.—In addition to the wages prescribed in sub-clause (1) hereof, an employer shall pay an extra 10 per cent. on such wages to each employee whose working time in any week falls wholly or mainly between the hours of 6 p.m. and 6 a.m.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees*.—Save as provided in clause 13 an employer shall pay the remuneration due to each of his employees, other than his casual employees in cash weekly on the usual pay day of the establishment, or on termination of employment if this takes place before the usual pay day: Provided that where the employer and his employee agree, remuneration may be paid monthly.

(2) *Casual Employees*.—An employer shall pay the remuneration due to each of his casual employees in cash on termination of his contract of employment.

(3) *Method of Payment*.—An employer shall pay the remuneration due to each of his employees during the hours of work and such remuneration shall be enclosed in a sealed envelope, showing on the outside the employer's and the employee's name, the employee's occupation, the number of ordinary and overtime worked, the period in respect of which payment is made and the amount contained therein.

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

(5) *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.

(6) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, and the Native Labour Regulations 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.

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

- (a) With the written consent of his employee, deductions for holiday, sick, insurance, provident or pension funds or subscriptions to an employee's organisation;
- (b) save as provided in clause 8 (1) when his employee absents himself from work or is absent owing to accident or ill-health a deduction proportionate to the period of such absence;
- (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) contributions in terms of section 17 of this Agreement;
- (e) when an employee agrees 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.
(i) Board	0 3 0	0 13 0
(ii) Lodging	0 2 0	0 8 8
(iii) Board and Lodging	0 5 0	1 1 8

- (f) whenever short time is introduced in an establishment, a deduction in respect of each hour of such short time, of one forty-fifth of the weekly remuneration prescribed in clause 4 for an employee of his class;

provided that—

- (i) no deduction shall be made in respect of the first hour of short time caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;
- (ii) in the case of short time due to slackness of trade, no deduction shall be made unless the employer has given his employee not less than four hours' notice of his intention to introduce short time.

(6) *Stukwerk*.—(a) 'n Werknemer wat vir 'n tydperk stukwerk verrig, moet betaal word teen die skale soos tussen die werkgewer en sy werknemer ooreengekom is, maar die werknemer se besoldiging moet minstens die besoldiging wees wat aan hom betaalbaar sou gewees het indien hy vir daardie tydperk teen tydloon gewerk het, plus tien persent.

(b) 'n Lys van die stukwerkloane waarna in paragraaf (a) verwys word, moet op 'n opvallende plek in die inrigting vertoon gehou word en mag nie verander word nie, behalwe na kennisgewing van een week.

(7) *Reis- en verblyftoelae*.—Benewens die lone voorgeskryf in subklousule (1)—

(a) moet 'n monsterjong wat 'n handelsreisiger vergesel, 'n verblyftoelae betaal word van minstens twee sjielings en ses pennies ten opsigte van elke nag wat gedurende enige reis op 'n ander plek as die handelsreisiger se standplek deurgebring word;

(b) moet 'n handelsreisiger alle redelike reis- en verblyfkoste betaal word wat hy vir die verrigting van sy werk maak.

(8) *Nagskof*.—Benewens die lone voorgeskryf in subklousule (1) hiervan, moet 'n werkgewer aan elke werknemer wie se werktyd in 'n week uitsluitlik of hoofsaaklik tussen die ure 6 nm. en 6 vm. val, 'n ekstra 10 persent op die lone betaal.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, behalwe los werknemers*.—Behoudens soos in klousule 13 bepaal, moet 'n werkgewer die besoldiging wat aan elkeen van sy werknemers, behalwe sy los werknemers, verskuldig is, weekliks op die gewone betaaldag van die inrigting kontant betaal, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind; met dien verstande dat as die werkgewer en sy werknemer aldus ooreenkom, besoldiging maandeliks betaal kan word.

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

(3) *Wyse van betaling*.—'n Werkgewer moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende werktid betaal en die besoldiging moet in 'n geslote koevert wees waarop aan die buitekant die werkgewer en werknemer se name, die werknemer se vak, die getal gewone en oortydure wat gewerk is, die tydperk ten opsigte waarvan betaling gedoen word en die bedrag daarin bevat, vermeld word.

(4) *Premies*.—Geen betaling mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van enige werknemer nie.

(5) *Aankoop van goedere*.—'n Werkgewer kan nie van sy werknemers vereis om van hom of van 'n winkel of 'n persoon deur hom aangewys, goedere te koop nie.

(6) *Kos en huisvesting*.—Behalwe soos bepaal ingevolge die Naturelle (Stadsgebiede) Wysigingswet van 1945, en die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgewer nie van 'n werknemer vereis om van hom of van 'n persoon of 'n plek deur hom aangewys, kos en/of huisvesting aan te neem nie.

(7) *Boetes en aftrekkings*.—'n Werkgewer kan nie van sy werknemer boetes hef of kortings van sy loon aftrek nie, behalwe onderstaande:—

- (a) Met skriftelike toestemming van sy werknemer, aftrekkings ten opsigte van verlof-, siekte-, versekerings-, voorsorg- of pensioenfondse, of ledegelde aan 'n werknemersorganisasie;
- (b) behoudens soos bepaal in klousule 8 (1), as 'n werknemer van sy werk af wegbly of afwesig is weens ongeval, of siekte, 'n aftrekking in verhouding tot die tydperk van die afwesigheid;
- (c) korting van elke bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof, vereis of toegelaat is om af te trek;
- (d) aftrekkings ooreenkomstig klousule 17 van hierdie Ooreenkoms;
- (e) as 'n werknemer toestem om kos en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die volgende bedrae:—

	Per week	Per maand.
	£ s. d.	£ s. d.
(i) kos	0 3 0	0 13 0
(ii) huisvesting	0 2 0	0 8 8
(iii) kos en huisvesting	0 5 0	1 1 8

- (f) as in 'n inrigting kort tyd ingevoer word, ten opsigte van elke uur van sodanige kort tyd, een vyf-en-veertigste van die weeklikse besoldiging voorgeskryf in klousule 4 vir 'n werknemer van sy klas;

met dien verstande dat—

- (i) ten opsigte van die eerste uur kort tyd wat veroorsaak word deur 'n algemene breekstop van installasie of masjinerie wat deur ongeval of ander onvoorsiene nood-geval veroorsaak word, geen korting afgetrek mag word nie;
- (ii) in die geval van kort tyd wat deur bedryfslapte veroorsaak word, geen korting afgetrek mag word nie, tensy die werkgewer sy werknemer minstens vier uur kennis gee het van sy voorneme om kort tyd in te voer.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee shall not exceed—

- (a) in the case of an employee other than a casual employee—
 - (i) forty-five in any week from Monday to Friday inclusive;
 - (ii) nine in any day—provided that the weekly hours do not exceed forty-five;
- (b) in the case of a casual employee, nine in any day.

(2) An employer shall not require his employee to work more than five hours continuously without an interval of at least one hour: Provided that—

- (i) if such interval be for longer than one hour any period in excess of one hour shall be deemed to be ordinary hours of work;
- (ii) an employee who is required or permitted to work for two or more periods broken by intervals of less than one hour other than an interval referred to in sub-clause (3), the said periods of work totalling more than five hours, shall be deemed to have been employed for more than five hours continuously.
- (iii) an employee who is a female shall not be required to work between 6 p.m. and 6 a.m.

(3) *Rest Intervals.*—An employer shall grant to each of his employees other than a nightwatchman, a driver of a motor vehicle, driver of an animal drawn vehicle, an employee engaged in delivering messages or goods or guarding premises or goods by day, a rest interval of not less than ten minutes as nearly as practicable—

- (a) the middle of each morning work period;
- (b) the middle of each afternoon work period where such period is longer than three hours;

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

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (2) and (3) all hours of work shall be consecutive.

(5) *Overtime.*—All time worked in excess of the maximum number of ordinary daily hours of work prescribed in sub-clause (1) and any time worked on any Saturday shall be deemed to be overtime.

(6) *Limitation of Overtime.*—(1) An employer shall not require or permit his employee to work overtime for more than—

- (a) six hours in any week;
- (b) two hours in any day, from Monday to Friday inclusive;
- (c) five hours on any Saturday, subject to the provisions of (a).

(2) Provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee two shillings in sufficient time to enable the employee to obtain a meal before overtime is due to commence.

(7) *Payment for Overtime.*—An employer shall pay to each of his employees in respect of each hour or part of an hour of overtime worked not less than—

- (a) in the case of an employee, other than a casual employee, one and one-third times the weekly remuneration prescribed in clause 4 (1) (a) for an employee of his class divided by forty-five;
- (b) in the case of a casual employee one and a third times the remuneration prescribed in clause 4 (1) (b) divided by nine;

provided that overtime shall be computed on a daily basis and where overtime of less than 30 minutes is worked on any day, it shall be paid for as half an hour.

(8) *Sundays, and all Statutory Public Holidays and May Day.*—

(i) *Sundays.*—Time worked on a Sunday shall not be deemed to be part of the ordinary hours of work or overtime but shall be paid for at the following rates:—

- (a) In the case of an employee other than a casual employee, double the weekly remuneration prescribed in clause 4 (1) (a) for an employee of his class divided by five for each day or part thereof worked;
- (b) in the case of a casual employee, double the remuneration prescribed in clause 4 (1) (b) for each day or part thereof worked.

6. WERKURE, GEWONE EN OORTYDURE, EN BETALING VIR OORTYDURE.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag nie meer wees nie as—

- (a) in die geval van 'n werknemer, behalwe 'n los werknemer—
 - (i) vyf-en-veertig in 'n week van Maandag tot en met Vrydag;
 - (ii) nege op 'n dag; met dien verstande dat die weeklikse ure nie vyf-en-veertig te bowe gaan nie;
- (b) in die geval van 'n los werknemer, nege uur op 'n dag.

(2) 'n Werkgever kan nie van sy werknemer vereis om langer as vyf uur aaneen te werk sonder 'n onderbreking van minstens een uur nie; met dien verstande dat—

- (i) as die onderbreking langer as een uur duur, elke tydperk bo een uur as gewone werkure gereken moet word;
- (ii) as van 'n werknemer vereis, of hy toegelaat word om vir twee of meer tydperke, onderbreek deur tussenpose van minder as een uur, te werk, behalwe 'n onderbreking genoem in subklousule (3), en die genoemde werktydperke in totaal meer as vyf uur beloop, dit beskou moet word dat hy meer as vyf uur aaneen op diens was;
- (iii) van 'n vroulike werknemer kan nie vereis word om tussen 6 nm. en 6 vm. te werk nie.

(3) *Ruspose.*—'n Werkgever moet aan elkeen van sy werknemers, behalwe 'n nagwag, 'n motorvoertuigbestuurder, 'n diervoertuigbestuurder, 'n werknemer wat boodskappe of goedere aflewer, of persele of goedere gedurende die dag bewaak, 'n rusposse van minstens tien minute toestaan so na as moontlik aan—

- (a) die middel van elke oggendskof;
- (b) die middel van elke middagskof, as die tydperk langer as drie uur is;

waarin van die werknemer nie vereis, of hy toegelaat kan word om enige werk te verrig nie, en die ruspose moet as deel van die gewone werkure gereken word.

(4) *Werkure moet aaneenlopend wees.*—Behoudens soos in subklousules (2) en (3) bepaal is, moet alle werkure aaneenlopend wees.

(5) *Oortydwerk.*—Alle tyd wat bo die maksimum getal gewone daaglikse werkure soos in subklousule (1) voorgeskryf gewerk word, en alle tyd wat op Saterdag gewerk word, word as oortydwerk gereken.

(6) *Beperking van oortydwerk.*—(1) 'n Werkgever kan nie van sy werknemer vereis, of hom toelaat om langer oortyd te werk nie as—

- (a) ses uur in 'n week;
- (b) twee uur op 'n dag van Maandag tot en met Vrydag;
- (c) vyf uur op 'n Saterdag, onderworpe aan die bepalings van (a).
- (2) Met dien verstande dat geen werkgever van 'n vroulike werknemer kan vereis, of haar toelaat om oortyd te werk nie—
 - (a) vir langer as twee uur op 'n dag;
 - (b) op meer as drie agtereenvolgende dae;
 - (c) op meer as sestig dae in 'n jaar;
 - (d) vir langer as een uur na voltooiing van haar gewone werkure op 'n dag, tensy hy—
 - (i) haar voor twaalfuur middag daarvan in kennis gestel het; of
 - (ii) haar 'n behoorlike ete verskaf het voor sy met oortyd moet begin; of
 - (iii) haar betyds twee sjielings betaal het om haar die geleentheid te gee om 'n ete te nuttig voor met oortydwerk begin moet word.

(7) *Betaling vir oortydwerk.*—'n Werkgever moet aan elkeen van sy werknemers wat oortyd werk, ten opsigte van 'n uur of gedeelte van 'n uur wat oortyd gewerk is, minstens onderstaande betaal:—

- (a) In die geval van 'n werknemer, behalwe 'n los werknemer of 'n arbeider, 1½ maal die weeklikse besoldiging voorgeskryf in klousule 4 (1) (a) vir 'n werknemer van sy klas, gedeel deur vyf-en-veertig;
- (b) in die geval van 'n los werknemer, 1½ maal die besoldiging voorgeskryf in klousule 4 (1) (b), gedeel deur nege;

met dien verstande dat oortydwerk bereken moet word op 'n daaglikse basis, en wanneer op 'n dag minder as 'n halfuur oortyd gewerk is, dit as 'n halfuur betaal moet word.

(8) *Sondae en alle statutêre publieke vakansiedae en Meidag.*—

(i) *Sondae.*—Tyd op Sondag gewerk, kan nie as deel van die gewone werkure of as oortydwerk gereken word nie, maar daarvoor moet betaal word teen onderstaande skale:—

- (a) In die geval van 'n werknemer, behalwe 'n los werknemer, dubbel die weeklikse besoldiging voorgeskryf in klousule 4 (1) (a) vir 'n werknemer van sy klas gedeel deur vyf vir elke dag of gedeelte van 'n dag gewerk;
- (b) in die geval van 'n los werknemer, dubbel die besoldiging soos voorgeskryf in klousule 4 (1) (b) vir elke dag of gedeelte van 'n dag gewerk.

(ii) *Statutory Public Holidays and May Day.*—Time worked on any of the statutory public holidays referred to in clause 7 (5) or on May Day shall be paid for at the following rates:—

- (a) In the case of an employee other than a casual employee, at his ordinary rate of remuneration in respect of each hour or part of an hour worked in addition to one day's pay in terms of clause 7 (5).
- (b) In the case of a casual employee, double the remuneration prescribed in clause 4 (1) (b) for each day or part thereof worked.

(9) *Savings.*—The provisions of this clause shall not apply to a traveller, sample boy or a night watchman; the provisions of sub-clauses (3), (4) and (6) shall not apply to a male employee engaged in emergency work.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) An employee shall be entitled to and be granted two consecutive week's leave in respect of each completed year of employment with the same employer and shall in respect of each week thereof be paid not less than the weekly remuneration which he was receiving immediately before commencement of such leave: Provided that—

- (i) the period of such leave shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (ii) if any statutory public holiday or May Day falls within the period of such leave, such day shall be added to the said period as a further period of leave with 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) an employer may require or permit his employee to take his annual leave before the completion of the year of employment to which it relates;
- (ii) save as provided in paragraph (iii) 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;
- (iii) an employer and his labourer may agree that annual leave be accumulated over a period of service of not more than two consecutive years.

(3) An employee whose contract of employment terminates—

- (a) in the first year of employment with the same employer before the completion of such year;
- (b) in any subsequent year of employment with the same employer, before the completion of such year;

shall, upon such termination, be paid in respect of each complete week of employment not less than the weekly remuneration which he was receiving immediately before the date of such termination divided by twenty-six.

(4) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose employment terminates before such leave has been granted, shall, upon such termination, be paid in respect of each week thereof not less than the weekly remuneration which he was receiving immediately before the date of such termination.

(5) *All Statutory Public Holidays and May Day.*—In addition to the leave prescribed in sub-clause (1) an employee other than a casual employee or a nightwatchman, shall be entitled to and be granted leave on all statutory public holidays and May Day and shall be paid in respect of each such day not less than one-fifth of the weekly remuneration which he was receiving immediately before such day: Provided that if the exigencies of the trade so require an employee may be required to work on such days.

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

- (a) "the same employer" includes in the case of the sale of a business, other than an insolvent business, the new owner of the business, for the period during which such new owner continues to carry on the business in which the employee concerned is employed; and
- (b) "employment" shall be deemed to include any period or periods during which an employee is—
 - (i) absent on leave in terms of sub-clause (1);
 - (ii) required to undergo training under the South Africa Defence Act, 1912;
 - (iii) absent from work on the instructions or at the request of his employer;
 - (iv) 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 Wage Determination No. 80 or the Conciliation Board Agreement published under Government Notice No. 656, dated 22nd March, 1946, from the date on which such employee became entitled to such leave under such Determination or Agreement, whichever is the later;

(ii) *Statutêre publieke vakansiedae en Meidag.*—Vir tyd gewerk op enigeen van die statutêre publieke vakansiedae in klousule 7 (5) genoem, of op Meidag, moet teen ondergenoemde skale betaal word:—

- (a) In die geval van 'n werknemer, behalwe 'n los werknemer, teen sy gewone besoldiging ten opsigte van elke uur of gedeelte van 'n uur gewerk, benewens een dag se betaling ingevolge klousule 7 (5);
- (b) in die geval van 'n los werknemer, dubbel die besoldiging voorgeskryf in klousule 4 (1) (b) vir elke dag of gedeelte daarvan gewerk.

(9) *Voorbehoude.*—Die bepalings van hierdie klousule is nie op 'n handelsreisiger, 'n monstervediende of nagwag van toepassing nie; die bepalings van subklousules (3), (4) en (6) is nie op 'n werknemer wat noodwerk verrig van toepassing nie.

7. JAARLIKSE VERLOF EN PUBLIEKE VAKANSIEDAE.

(1) 'n Werknemer is geregtig tot en moet twee opeenvolgende weke verlof toegestaan word ten opsigte van elke volle jaar diens by dieselfde werkgever en moet ten opsigte van elke sodanige week minstens die besoldiging betaal word waarteen hy onmiddellik voor die aanvang van die verlof betaal is; met dien verstande dat—

- (i) die tydperk van die verlof nie met 'n tydperk waarin die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- (ii) as 'n statutêre publieke vakansiedag of Meidag binne die tydperk van daardie verlof val, dié dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met betaling.

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

- (i) 'n werkgever van sy werknemer kan vereis of hom toelaat om sy jaarlikse verlof voor voltooiing van die betrokke diensjaar te neem;
- (ii) behoudens soos bepaal in paragraaf (iii), as die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word;
- (iii) 'n werkgever en sy arbeider ooreen kan kom dat jaarlikse verlof oploop oor 'n dienstydperk van hoogstens twee opeenvolgende jare.

(3) 'n Werknemer wie se dienskontrak eindig—

- (a) gedurende die eerste diensjaar by dieselfde werkgever, maar voor voltooiing van die jaar; en
- (b) gedurende 'n volgende diensjaar by dieselfde werkgever voor voltooiing van die jaar,

moet by die beëindiging ten opsigte van elke volle week diens, 'n bedrag van minstens die weekloon waarteen die werknemer onmiddellik voor die datum van sodanige beëindiging betaal is, gedeel deur ses-en-twintig, betaal word.

(4) 'n Werknemer wat geregtig geword het op 'n verloftydperk ingevolge subklousule (1) en wie se dienstydperk eindig voordat die verlof toegestaan is, moet, by die beëindiging, ten opsigte van elke week daarvan 'n bedrag van minstens die weekloon, waarteen die werknemer onmiddellik voor die datum van die beëindiging betaal is, betaal word.

(5) *Alle statutêre publieke vakansiedae en Meidag.*—Benewens die verlof voorgeskryf in subklousule (1), is 'n werknemer, behalwe 'n los werknemer of nagwag, geregtig op, en moet hom dit toegestaan word, verlof op alle statutêre publieke vakansiedae en Meidag, en moet hom ten opsigte van elke sodanige dag 'n bedrag van minstens een-vyfde van die weekloon waarteen hy onmiddellik voor dié dag betaal is, betaal word; met dien verstande dat as die behoeftes van die bedryf dit vereis, van 'n werknemer vereis kan word om op dié dag te werk.

(6) Vir die doeleindes van hierdie klousule, is by die uitdrukking—

- (a) „dieselfde werkgever”, in die geval van verkoop van 'n besigheid, behalwe 'n insolvente besigheid, die nuwe eienaar van die besigheid inbegrepe vir die tydperk wat die nuwe eienaar die besigheid waarin die betrokke werknemer in diens is, voortsit; en
- (b) „diens”, elke tydperk of tydperke inbegrepe wat 'n werknemer—
 - (i) met verlof kragtens subklousule (1) afwesig is;
 - (ii) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
 - (iii) op las of op versoek van sy werkgever van werk afwesig is;
 - (iv) met siekteverlof kragtens klousule 8 afwesig is;

wat in totaal nie meer as tien weke in 'n jaar beloop nie, en gereken word dat dit begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms ingevolge Loonvaststelling No. 80, of die Versoeningsraadooreenkoms gepubliseer by Goewermentskennisgewing No. 656 van 22 Maart 1946, op verlof geregtig geword het, vanaf die datum waarop die werknemer ingevolge die Vaststelling of Ooreenkoms, na gelang van die jongste datum, op die verlof 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 Wage Determination No. 80 applied but who had not become entitled to leave in terms thereof or in terms of the Conciliation Board Agreement referred to above, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date such employee entered his employers' 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 employee who has completed three months' employment with the same employer and who is absent from work through sickness or accident other than—

- (a) sickness or accident caused by the employee's own neglect or misconduct;
- (b) an accident falling within the provisions of the Workmen's Compensation Act, 1941;

shall be entitled to and be granted sick leave, in the case of male employees one week and in the case of female employees two weeks, in the aggregate in any one year of employment and shall be paid in respect of each working day thereof:

- (a) in the case of males not less than one-fifth of the weekly remuneration which he was receiving immediately before the date of such leave;
- (b) in the case of females—
 - (i) not less than one-fifth of the weekly remuneration she was receiving immediately before the date of such leave in respect of the first five working days of such leave;
 - (ii) not less than one-tenth of the weekly remuneration she was receiving before the date of such leave in respect of the second week of such leave;

Provided that an employer may require his employee to produce a medical certificate in respect of any absence in excess of two days in proof of such sickness or accident.

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

(3) Sick leave and annual leave shall not run concurrently. Provided that where in any factory there exists or may be established by virtue of an agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount of not less than the amount paid or payable by 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 one week 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.

9. UNIFORMS.

An employer who requires his employee to wear a uniform, overall or apron shall provide it free of charge, and it shall remain the property of the employer. The expense of laundering uniforms shall be borne by the employer.

10. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

11. 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.

12. PROPORTION OR RATIO.

An employer shall not employ an unqualified Grade I employee unless he has in his employ a qualified Grade I employee and for each additional two qualified Grade I employees employ 1 not more than one unqualified Grade I employee may be employed; provided that an unqualified Grade I employee receiving not less than the remuneration prescribed in clause 4 (1) (a) for a qualified Grade I employee may be deemed to be a qualified Grade I employee.

- (ii) in die geval van 'n werknemer wat voor die aanvangsdatum van hierdie Ooreenkoms in diens was en op wie Loonvaststelling No. 80 van toepassing was, maar wat nog nie ingevolge daarvan of ingevolge die Versoeningsraad-ooreenkoms hierbo genoem, op verlof geregtig geword het nie, vanaf die datum waarop die diens 'n aanvang geneem het;
- (iii) in die geval van 'n ander werknemer, vanaf die datum waarop die werknemer by sy werkgever in diens getree het, of, na gelang van die jongste datum, vanaf die inwerking-treding van hierdie Ooreenkoms;

met dien verstande dat as in enige jaar 'n werknemer se opleidingstydperk 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 dié wat die opleidings-tydperk minder as dertig dae is.

8. SIEKTEVERLOF.

(1) 'n Werknemer wat drie maande diens by dieselfde werk-gever voltooi het, en wat van sy werk afwesig is weens siekte of ongeval behalwe—

- (a) siekte of ongeval wat deur die werknemer se eie nalatigheid of wangedrag veroorsaak is;
- (b) 'n ongeval wat binne die bepalings van die Ongevalwet, 1941, val;

is geregtig op en moet in die geval van manlike werknemers altesame een week, en in die geval van vroulike werknemers, altesame twee weke siekteverlof in 'n diensjaar toegestaan word, en moet ten opsigte van elke werkdag daarvan—

- (a) in die geval van 'n man minstens een-vyfde van die weekloon wat hy onmiddellik voor die datum van die verlof ontvang het;
- (b) in die geval van 'n vrou—
 - (i) ten opsigte van die eerste vyf werkdade van die verlof, minstens een-vyfde van die weeklikse besoldiging wat sy onmiddellik voor die datum van die verlof ontvang het;
 - (ii) ten opsigte van die tweede week van die verlof minstens een-tiende van die weekloon wat sy onmiddellik voor die datum van die verlof ontvang het;

betaal word; met dien verstande dat 'n werkgever van sy werknemer kan vereis om ten opsigte van elke afwesigheid van meer as twee dae 'n doktersertifikaat as bewys van die siekte of ongeval voor te lê.

(2) Vir die doeleindes van hierdie klousule, het die uitdruk-kings „dieselfde werkgever” en „diens” dieselfde betekenis as in klousule 7 (6).

(3) Siekteverlof en jaarlikse verlof mag nie saamval nie; met dien verstande dat as daar kragtens 'n ooreenkoms tussen die werkgever en sy werknemers, of tussen 'n werkgever en 'n behoorlik geregistreerde vakunie in 'n fabriek 'n siektebystand-of voorsorgfonds bestaan of gestig word, waaraan die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra van minstens die bedrag wat die werknemer betaal of moet betaal, en uit welke fonds 'n werknemer in die geval van afwesigheid van werk weens siekte of ongeval (behalwe 'n ongeval waarvoor ingevolge die Ongevalwet, 1941, skadeloosstelling betaalbaar is) geregtig is om ten opsigte van sulke afwesigheid in totaal in 'n jaar minstens 'n bedrag te ontvang wat gelyk is aan sy volle loon vir een week, in omstandighede wat wesenlik vir die werknemer nie minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie.

9. UNIFORMS.

'n Werkgever wat van sy werknemer vereis om 'n uniform, oorpak of voorskoot te dra, moet dit kosteloos verskaf en dit bly die eiendom van die werkgever. Die werkgever moet die koste in verband met die was en stryk van uniforms dra.

10. BESTAANDE KONTRAKTE.

Elke dienskontrak wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, of wat na daardie datum gesluit word, is aan die bepalings van hierdie Ooreenkoms onderworpe.

11. VERBOD OP DIENS VAN PERSONE ONDER VYFTIEN JAAR OUD.

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

12. GETALLEVERHOUDING.

'n Werkgever kan nie 'n ongekwalifiseerde graad I-werknemer in diens neem tensy hy 'n gekwalifiseerde graad I-werknemer in diens het nie, en vir elke volgende twee gekwalifiseerde graad I-werknemers in diens, kan hoogstens een ongekwalifiseerde graad I-werknemer in diens geneem word; met dien verstande dat 'n ongekwalifiseerde graad I-werknemer, wat minstens die loon ontvang wat in klousule 4 (1) (a) vir 'n gekwalifiseerde graad I-werknemer voorgeskryf word, as 'n gekwalifiseerde graad I-werknemer beskou kan word.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice to terminate the contract of employment or an employer may terminate the contract of employment by paying the employee an amount not less than the weekly remuneration 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 of an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any 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:

Provided further, that if an agreement has been entered into in terms of paragraph (ii) the payment by the employer in lieu of notice shall be proportionate to the period of notice agreed upon.

(2) The notice referred to in sub-clause (1) shall not run concurrently with annual leave or sick-leave.

(3) The notice referred to in such clause (1) shall be given so as to take effect from the usual pay day of the establishment.

(4) The provisions of this clause shall not apply to an employee who is engaged on trial for a period not exceeding fourteen days.

14. PREMIUMS.

No premium shall be charged or accepted by an employer for the training of any employee.

15. CERTIFICATES OF SERVICE.

An employer shall upon termination of the contract of employment of any member of any class of his employees, other than a casual employee, furnish such employee with a certificate of service showing—

- (a) the full name and address of the employer;
- (b) the full name of the employee;
- (c) the occupation in which the employee was engaged;
- (d) date of commencement of contract of employment;
- (e) date of termination of contract of employment;
- (f) rate of remuneration at the date of such termination.

16. EXEMPTIONS.

(1) The Council may, on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from clause 6 (2) (iii) of this agreement except for the purpose of allowing female employees to perform work which is necessitated by an emergency or which is necessary to prevent the loss of raw materials in the course of treatment, which are subject to rapid deterioration.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-section (1) of this section the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this section a licence signed by him setting out—

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) retain a copy of each licence issued; and
 - (b) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption in terms of this section.

17. COUNCIL FUNDS.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:—

On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, threepence shall be deducted by each employer from the wages of each of his employees for whom minimum wages have been prescribed in this Agreement. The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter, to the Secretary of the Council within one week from the date on which the deductions fell due, together with a statement showing—

- (a) name and address of the employer;
- (b) the period in respect of which the amount relates;
- (c) the number of employees employed during the period concerned;
- (d) the total amount deducted from the employees for the period concerned;
- (e) the employer's contribution in terms hereof;
- (f) total amount.

13. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, behalwe 'n los werknemer, moet minstens een week opsegging vir beëindiging van die dienskontrak gee, of moet in plaas daarvan 'n bedrag gelyk aan die weekloon wat die werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het, betaal of verbeur; met dien verstande dat dit nie inbreuk maak op—

- (i) die reg van 'n werkgewer of van 'n werknemer om die dienskontrak sonder opsegging te beëindig om 'n rede wat wetlik as voldoende erken word nie;
- (ii) 'n ooreenkoms tussen die werkgewer en werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur vir albei partye en vir langer as een week nie;

voorts met dien verstande dat as 'n ooreenkoms ingevolge paragraaf (ii) aangegaan is, die betaling of verbeuring in plaas van diensopsegging in verhouding tot die diensopseggingstermyn wat ooreengekom is moet wees.

(2) Die diensopsegging waarna in subklousule (1) verwys word, mag nie met jaarverlof of siekteverlof saamval nie.

(3) Die diensopsegging waarna in subklousule (1) verwys word, moet so gegee word dat dit ingaan op die gewone betaaldag van die inrigting.

(4) Die bepalings van hierdie klousule is nie van toepassing op 'n werknemer wat vir 'n proeftydperk van hoogstens veertien dae in diens is nie.

14. PREMIES.

'n Werkgewer mag vir die opleiding van 'n werknemer geen premie vra of aanneem nie.

15. DIENSSERTIFIKATE.

'n Werkgewer moet vir beëindiging van die dienskontrak van 'n lid van enige klas van sy werknemers, behalwe 'n los werknemer, aan die werknemer 'n dienssertifikaat uitreik wat onderstaande meld:—

- (a) Die naam en adres van die werkgewer voluit;
- (b) die naam van die werknemer voluit;
- (c) die soort werk waarvoor die werknemer in diens was;
- (d) die aanvangsdatum van die dienskontrak;
- (e) die datum van beëindiging van die dienskontrak;
- (f) die loonskaal op die datum van die beëindiging.

16. VRYSTELLINGS.

(1) Die Raad kan vrystelling weens ouderdom of swaakheid of enige goeie en voldoende rede, aan of ten opsigte van enige persoon van engeen van die bepalings van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van klousule 6 (2) (iii) van hierdie Ooreenkoms verleen word nie, behalwe vir die doel om vroulike werknemers toe te laat om werk te verrig wat deur 'n noodgeval genoodsaak word, of wat nodig is om te voorkom dat grondstowwe, wat onderhewig aan vinnige ontbinding is, in die loop van prosesbewerking verlore gaan.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ingevolge subartikel (1) van hierdie artikel verleen word, die voorwaardes waarop en die termyn waarvoor daardie vrystelling van krag sal wees, vasstel; met dien verstande dat die Raad na goeddunke en met een week skriftelike kennisgewing aan die betrokke persoon 'n vrystellingsertifikaat kan herroep, of die termyn waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie artikel verleen word, 'n sertifikaat, deur hom onderteken, uitreik, wat vermeld—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig die bepalings van subartikel (2) van hierdie artikel vasgestel is en waarop die vrystelling verleen word; en
 - (d) die termyn waarvoor die vrystelling van krag sal wees.
- (4) Die Sekretaris van die Raad moet—
- (a) 'n afskrif van elke sertifikaat behou wat uitgereik word; en
 - (b) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingsertifikaat nakom wat kragtens hierdie artikel uitgereik is.

17. RAADSFONDS.

In die fondse van die Raad wat berus by en beheer word deur die Raad, word as volg voorsien:—

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke volgende betaaldag, moet elke werkgewer van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, drie pennies aftrek. Die totale bedrag wat aldus afgetrek word, tesaam met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, moet deur laasgenoemde binne een week na die datum waarop die aftrekkings betaalbaar geword het, aan die Sekretaris van die Raad gestuur word saam met 'n staat wat onderstaande aantoon:—

- (a) Die naam en adres van die werkgewer;
- (b) die tydperk waarop die bedrag betrekking het;
- (c) die getal werknemers wat gedurende die betrokke tydperk in diens was;
- (d) die totale bedrag wat vir die betrokke tydperk van die werknemers afgetrek is;
- (e) die werkgewer se bydrae ingevolge hierdie bepaling;
- (f) totale bedrag.

18. AGENTS.

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

19. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment in a place readily accessible to his employees.

20. COST OF LIVING ALLOWANCE.

In addition to any other remuneration to which an employee is entitled his employer shall pay to him at the same time the employee ordinarily receives his other remuneration a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time or as may be prescribed in any other enactment.

21. TRADE UNION SUBSCRIPTIONS.

An employer may, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscription specified in such written request, to the funds of the Trade Union and shall forward the amount or amounts deducted to the Secretary of the said Trade Union not later than the 15th day of each month immediately succeeding that during which such deductions were made.

Signed at Cape Town on behalf of the parties this twenty-fifth day of August, 1950.

D. J. KINLAY,
Chairman of the Council.

JOHN GOMAS,
Vice Chairman of the Council.

F. K. LIGHTON,
Secretary of the Council.

* No. 995.] [27 April 1951.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CHEMICAL 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 Chemical Industry, published under Government Notice No. 994 of the 27th 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.

18. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Elke werkgewer en elke werknemer is verplig om daardie agente toe te staan om sulke navrae te doen en sodanige boeke en/of dokumente te ondersoek en om sodanige persone te ondervra as wat vir hierdie doel nodig mag wees.

19. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in beide die offisiële tale, in die vorm soos voorgeskryf in die regulasies ingevolge die Wet, in sy inrigting vertoon hou op 'n plek wat vir sy werknemers maklik toeganklik is.

20. LEWENSKOSTETOELAE.

Bo en behalwe elke ander besoldiging waarop 'n werknemer reg het, moet sy werkgewer hom tegelyk wanneer die werknemer gewoonlik sy ander besoldiging ontvang, 'n lewenskostoelae betaal ooreenkomstig die bepalings van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of wat in ander wetgewing voorgeskryf mag word.

21. VAKVERENIGINGLEDEGELD.

Op die skriftelike versoek van sy werknemer mag 'n werkgewer weekliks aftrekkings van sy werknemer se verdienste maak van enige bedrag of bedrae wat in so'n skriftelike versoek genoem word, aan die fondse van die vakvereniging en die bedrag of bedrae aldus afgetrek, op of voor die 15de dag van elke maand onmiddellik na daardie maand waarin die aftrekkings gemaak is, aan die Sekretaris van die genoemde Vakvereniging stuur.

Namens die partye hede, die 25ste dag van Augustus 1950, in Kaapstad onderteken.

D. J. KINLAY,
Voorsitter van die Raad.

JOHN GOMAS,
Ondervoorsitter van die Raad.

F. K. LIGHTON,
Sekretaris van die Raad.

* No. 995.] [27 April 1951.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

CHEMIKALIEË-NYWERHEID (KAAP).

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid bekendgemaak by Goewermentskennisgewing No. 994 van 27 April 1951 vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.



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