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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.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2903.] [12 December 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

CHEMICAL MANUFACTURING INDUSTRY (WITWATERSRAND AND PRETORIA).

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

- (a) in terms of 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 Chemical Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th day of June, 1954, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 16 (inclusive) and 20 and 21 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 30th day of June, 1954, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8, owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7·0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18, owned by Messrs. African Explosives and Chemical Industries, Ltd., measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. Nos. A.4295/12 and A.2216/90 respectively) and Boksburg, Springs and Pretoria;

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2903.] [12 Desember 1952.
NYWERHEIDS-VERSOENINGSWET, 1937.

CHEMIKALIEËVERVAARDIGINGSNYWERHEID (WITWATERSRAND EN PRETORIA).

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

- (a) kragtens sub-artikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Chemikalieëvervaardigingsnywerheid betrekking het, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 30ste dag van Junie 1954 eindig, bindend is vir die werkgewers-organisatie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasie of vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 16 en 20 en 21 van genoemde Ooreenkoms vervat, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 30ste dag van Junie 1954 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte Johannesburg [uitgesonderd Gedeelte No. 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat die eiendom is van die African Explosives and Chemical Industries, Limited, kragtens Transportakte No. 18558/1947, groot 7·0866 morge, sien Kaart S.G. No. A.39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19, en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Limited, groot 74 morge 568 vierkant roede en 8 morge 322 vierkant roede sien Kaarte S.G. Nos. A.4295/12 en A.2216/90 onderskeidelik), Boksburg, Spings en Pretoria; en

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8, owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7·0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19, and Portion A and portion of the farm Zuurfontein No. 18, owned by Messrs. African Explosives and Chemical Industries, Ltd., measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. Nos. A.4295/12 and A.2216/90 respectively) and Boksburg, Springs and Pretoria, and from the second Monday after the date of publication of this notice and for the period ending the 30th day of June, 1954, the provisions contained in clauses 3 to 16 (inclusive) and 20 and 21 of the said Agreement shall *mutatis mutandis* apply in respect of such persons 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.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE TRANSSVAAL CHEMICAL MANUFACTURING INDUSTRY.

AGREEMENT

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

Transvaal Chemical Manufacturers' Association

(hereinafter called "employers" or the "employers' organisation"), of the one part, and the

Chemical Workers' Union

(hereinafter called the "employees" or the "trade union"), of the other part,

being parties to the Industrial Council for the Transvaal Chemical Manufacturing Industry:

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers who are engaged in the Chemical Manufacturing Industry and by all employees who are members of the trade union and are employed in the industry, and for whom wages are prescribed in this Agreement, in the Magisterial Districts of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8, owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7·0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19, and Portion A and portion of the farm Zuurfontein No. 18, owned by Messrs. African Explosives and Chemical Industries, Ltd., measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. Nos. A.4295/12 and A.2216/90, respectively) and Boksburg, Springs and Pretoria.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of sub-section (1) of section *forty-eight* of the Act and shall continue in force until 30th June, 1954, or for such period as may be determined 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 any reference to the Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context—

"assistant colour matcher and/or paint maker" means an employee who, under the supervision of a colour matcher and/or paint maker, assists him in the execution of his duties;

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

"assistant varnish maker" means an employee who, under the supervision of a varnish maker, assists him in any of the varnish making processes;

"boiler attendant" means an employee who, under supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may stoke, draw, rake or slice the fire in such boiler;

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 3 tot en met 16 en 20 en 21 van genoemde Ooreenkoms vervat, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 30ste dag van Junie 1954 eindig, in die magistraatsdistrikte Johannesburg [uitgesonderd Gedeelte No. 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat die eiendom is van die African Explosives and Chemical Industries, Limited, kragtens Transportakte No. 18558/1947, groot 7·0866 morgen, sien Kaart S.G. No. A.39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19, en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Limited, groot 74 morge 568 vierkant roede en 8 morge 322 vierkant roede, sien Kaarte S.G. Nos. A.4295/12 en A.2216/90 onderskeidelik), Boksburg, Springs en Pretoria *mutatis mutandis* van toepassing is op persone wat nie by die omskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE TRANSSVAALSE CHEMIKALIEËNYWERHEID.

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningwet, 1937, aangegaan tussen die—

„Transvaal Chemical Manufacturers' Association”

(hierna „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

„Chemical Workers' Union”

(hierna „die werknemers” of „die vakvereniging” genoem) aan die ander kant, wat die partye is by die Nywerheidsraad vir die Transvaalse Chemikalieënywerheid.

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle in die chemikalieënywerheid en deur alle werknemers wat lede van die vakvereniging en in die Nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word, in die magistraatsdistrikte Johannesburg (buiten Gedeelte No. 25, of 'n deel daarvan, van die plaas Klipspruit No. 8, wat behoort aan African Explosives and Chemical Industries, Bpk., kragtens Oordragakte No. 18558/1947 en 7·08666 morge groot is, sien Diagram S.G. No. A. 39994/46), Germiston (buiten die plaas Modderfontein No. 3 en Klipfontein No. 19, en Gedeelte A en deel van die plaas Zuurfontein No. 18, wat die eiendom is van African Explosives and Chemical Industries, Bpk., 74 morge 568 vk. roede en 8 morge 322 vk. roede groot. Sien onderskeidelik Diagramme S.G. Nos. A. 4295/12 en A. 22/16/90) en Boksburg, Springs en Pretoria.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid, kragtens subartikel (1) van artikel *agt-en-veertig* van die Wet, vasstel en bly van krag tot 30 Junie 1954 of vir 'n tydperk wat hy vasstel.

3. WOORDBEPALINGS.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukings wat in hierdie Ooreenkoms gebruik en in die Nywerheids-versoeningwet, 1937, bepaal word, dieselfde betekenis as in daardie Wet, en sluit elke verwysing na die Wet elke wysiging daarvan in; woorde wat die manlike geslag aandui sluit ook vrouens in; voorts, tensy dit strydig is met die samehang, beteken—

„assistent-voorman”, 'n werknemer wat die voorman help by die verrigting van sy taak en wat in sy afwesigheid vir hom waarneem;

„assistent-kleurpasser en/of -verfmaker”, 'n werknemer wat die kleurpasser en/of verfmaker onder sy toesig help by die verrigting van sy taak;

„assistent-vernismaker”, 'n werknemer wat die vernismaker onder sy toesig help by die vernismaakprosesse;

„keteloppasser”, 'n werknemer wat onder toesig ketel(s) stook, die waterstand en stoomdruk op peil hou en die vuur in so 'n ketel mag stook, trek, hark en sny;

"boss boy or ganger" means an employee who is in charge of a group of labourers;

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

"chargehand or team supervisor" means an employee who is in charge of a group of Grade I employees and who may also be in charge of labourers;

"Chemical Manufacturing Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of carrying on the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of any one or more of the following commodities (irrespective of the groups in which they appear) in establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act, 1941, viz.:—

Group A: Ink, office paste.

Group B: Brake fluid, dubbin, enamels, lacquers, paints, polishes, washing blue, washing soda, ammonia, benzine, caustic soda; but excluding the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of ammonia and/or benzine and/or caustic soda by the manufacturer thereof.

Group C: Antiseptics, cosmetics, deodorants, disinfectants, flavouring essences, insecticides, medicinal products, perfumes and scents, pharmaceutical preparations, toilet preparations;

"chemical technician" means an employee other than a chemist and druggist or a chemist who is engaged in chemical work and who has had not less than six years' experience;

"chemical technician, unqualified," means a chemical technician who has had less than six years' experience;

"chemical work" means the performance of chemical manipulations, the devising or adjusting of the formulae of substances, or the analytical control of the chemical processing of raw or semi-manufactured or finished products;

"class A establishment" means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group A of the definition of "Chemical Manufacturing Industry";

"class B establishment" means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group B of the definition of "Chemical Manufacturing Industry";

"class C establishment" means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group C of the definition of "Chemical Manufacturing Industry";

provided that in the case of an establishment in which are manufactured commodities falling under more than one of the above classes of establishments, that establishment shall be deemed to be in the class for which the more or most favourable wage rates are prescribed;

"clerical employee" means an employee who is engaged in writing, typing, filing, book-keeping, costing, accounting, or any other form of clerical, secretarial, or accounting work, including a telephone operator and a cashier, and whose basic salary or wage does not exceed £60 per month;

"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;

"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;

"colour matcher and/or paint maker" means an employee who is responsible for the mixing, grinding and/or tinting of paint materials to set standards, but who does not perform chemical manipulations, the devising or adjusting of the formulae of substances or the analytical control of the chemical processing of the raw, or semi-manufactured or the finished product;

"despatch clerk" means an employee who is responsible for receiving goods from a store or warehouse or from departments for despatch, and who may supervise the packing and/or the assembling of such goods, the checking of packages and the weighing, marking or addressing thereof, and includes a storeman or warehousman;

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

"despatch clerk, unqualified," means a despatch clerk who has had less than six years' experience;

"driver of an animal-drawn vehicle" is an employee who is engaged in driving an animal-drawn vehicle other than that used within the factory boundaries;

"driver of a motor vehicle" means an employee other than a sample boy, driver of a staff car, or traveller, who is engaged in driving a motor vehicle, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"baasjong, of spanopsigter," 'n werknemer wat die leier van 'n span arbeiders is;

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

"onderbaas, of ploegbaas," 'n werknemer wat in beheer oor graad I-werknemers is en wat ook in beheer oor arbeiders kan wees;

"Chemikalieënywerheid" of "Nywerheid", die Nywerheid waarin werkgewers en werknemers verbonde is vir die voorbereiding en/of vervaardiging en/of in bottels verpak en/of toedraai en/of verpakking van een of meer van onderstaande stowwe (afgesien van die groepe waarin hulle voorkom) in inrigtings wat, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of moet wees, nl.:—

Groep A.—Ink, kantoorgom;

Groep B.—Remvloeistof, dubbin, emalje, lakvernis, verf, politoer, blousel, wassoda, ammoniak, bensien, bytsoda; buiten die voorbereiding en/of vervaardiging en/of in bottels verpak en/of toedraai en/of verpakking van ammoniak en/of bensien en/of bytsoda deur die vervaardiger daarvan;

Groep C.—Antiseptiese skoonheids- reukverwyder-, ontsmettings- en geurmiddels, insekdoders, medisyn, parfuum en reukwerk, artsnykundige middels en toiletpreparate;

"chemietegnikus", 'n werknemer, behalwe 'n apteker en drogis of 'n chemikus, wat chemiese werk doen en minstens ses jaar ondervinding het;

"chemietegnikus, ongekwalifiseer," 'n chemietegnikus met minder as ses jaar ondervinding;

"chemiese werksaamhede", verrigtings van chemiese werk, ontwerp en aanpas van formules vir stowwe en ontledingskontrole van die chemiese bewerking van grondstowwe, half-fabrikate of afgewerkte produkte;

"inrigting, klas A," 'n inrigting waarin een of meer van die stowwe wat in groep A van die omskrywing van „chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word;

"inrigting, klas B," 'n inrigting waarin een of meer van die stowwe wat in groep B van die omskrywing van „chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word;

"inrigting, klas C," 'n inrigting waarin een of meer van die stowwe wat in groep C van die omskrywing van „chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word; met dien verstande dat 'n inrigting waarin stowwe vervaardig word wat tot meer as een van bogenoemde klasse behoort, daar beskou word dat die behoort tot die klas waarvoor die hoogste lone voorgeskryf word;

"klerklike werknemer", 'n werknemer wat skryf-, tik-, liasseer-, boekhou-, kosteberekenings- of rekenmeesterswerk of enige ander soort klerklike, sekretariële of rekenmeesterswerk doen, met inbegrip van 'n telefonis/te en 'n kassier, en wie se basiese salaris of loon nie meer as £60 per maand is nie;

"klerklike werknemer, vroulike, gekwalifiseerde," 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;

"klerklike werknemer, vroulike, ongekwalifiseerde," 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;

"klerklike werknemer, manlike, gekwalifiseerde," 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;

"klerklike werknemer, manlike, ongekwalifiseerde," 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;

"kleurpasser en/of verfmaker", 'n werknemer wat verantwoordelik is vir vermenging, maal, en/of kleur van verfmateriale ooreenkomstig vasgestelde standaarde, maar wat nie chemiese werk verrig, formules vir stowwe ontwerp en aanpas of ontledingskontrole van die chemiese bewerking van grondstowwe, half-fabrikate en afgewerkte produkte uitoefen nie;

"versendingklerk", 'n werknemer wat verantwoordelik is vir die ontvang van goedere uit 'n magazyn of pakhuis of van afdelings vir versending, en wat toesig kan hou oor die verpakking en/of bymekaarmaak van die goedere, die natel van pakkette en die weeg, merk, of adresseer daarvan en sluit 'n magazynmeester of pakhuisopsigter in;

"versendingsklerk, gekwalifiseer," 'n versendingsklerk met minstens ses jaar ondervinding;

"versendingsklerk, ongekwalifiseer," 'n versendingsklerk met minder as ses jaar ondervinding;

"dierevoertuigbestuurder", 'n werknemer wat 'n dierevoertuig wat nie binne die fabrieksgrense gebruik word nie, bestuur;

"motorvoertuigbestuurder", 'n werknemer, buiten 'n monsterbediende, personeelmotorbestuurder en handelsreisiger, wat 'n motorvoertuig bestuur; en vir die toepassing van hierdie omskrywing sluit „motorvoertuigbestuur” alle tydperke van bestuur en alle tyd wat 'n bestuurder bestee aan ander werk in verband met die voertuig of die vraag, en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid vir werk wanneer dit nodig is;

"driver of a staff car" means an employee, other than a sample boy, who is engaged in driving a motor vehicle for the conveyance of employers, directors, managers, members of the staff and/or workmen, but not including the conveyance of goods, materials or equipment of the employer;

"emergency work" means any work which, owing to causes such as fire, storm, accident, epidemic, act of violence, theft, or break-down of machinery, must be done without delay;

"establishment" means any premises in which the Chemical Manufacturing Industry, as defined, is carried on and which are liable for registration under the Factories, Machinery and Building Work Act, 1941;

"experience" means—

- in relation to a chemical technician the total period or periods of employment which an employee has had in chemical work;
- in relation to a clerical employee, the total period or periods of employment which an employee has had as a clerical employee;
- in relation to a grade I employee, the total period or periods of employment which an employee has had in the Chemical Manufacturing Industry as a grade I employee;
- in relation to a despatch clerk, the total period or periods of employment which an employee has had in the Chemical Manufacturing Industry as a despatch clerk;
- in relation to a traveller, the total period or periods of employment which an employee has had as a traveller in any industry;
- in relation to a tester, the total period or periods of employment which an employee has had in class B establishments as a tester;

"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 is responsible for the efficient performance of their duties;

"grade I employee" means an employee not elsewhere specified in this Agreement;

"grade I employee, qualified," means—

- in classes A and B establishments, an employee who has had not less than twelve months' experience;
- in class C establishments, an employee who has had not less than three years' experience;

"grade I employee, unqualified," means—

- in classes A and B establishments, an employee who has had less than twelve months' experience;
- in class C establishments, an employee who has had less than three years' experience;

"hourly wage" means—

- in respect of a casual employee, the daily wage divided by eight;
- in respect of an employee other than a casual employee, the weekly wage payable to him in pursuance of his contract of employment divided by the number of working hours for the week agreed upon in the said contract;

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

- Cleaning or washing animals, containers, filter presses, furniture, machinery, plant, premises, tools, utensils or other articles;
- opening or closing filter presses or removing or replacing filter cloths;
- carrying, moving or stacking goods, or other moveable property of any description (including the operation of a non-mechanical goods lift);
- assembling wooden boxes and corrugated or fibre board or similar containers by hand;
- loading or unloading;
- making or maintaining fires, removing refuse or ashes;
- opening or closing bales, bottles, boxes, drums or tins (other than by soldering);
- inserting liners of discs in caps for bottles (but not including any other assembling of caps, corks or stoppers for bottles);
- opening or closing cocks and/or valves and/or sterilizers under the supervision of a foreman, assistant foreman, mechanic or maintenance man;
- operating a hand-pump;
- feeding or sieving materials by hand into elevators or hoppers or into tanks, vats, coating pans, or other vessels or into grinding, mixing, filling, refining or tablet machines;
- feeding containers into filling or labelling machines or filling or labelling containers where such containers are being filled with or contain materials or products other than medicinal preparations for human or animal uses, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants or essences, flavourings or colouring matter for foodstuffs;
- stirring ingredients in vats or pans and/or turning over grain or other raw or semi-manufactured materials;

„personeelmotorbestuurder”, 'n werknemer, behalwe 'n monsterbediende, wat 'n motorvoertuig bestuur vir die vervoer van werkgewers, direkteure, bestuurders, personelede en/of werkmense, maar nie die vervoer van goedere, materiaal of toerusting wat aan die werkgewer behoort nie;

„noodwerk”, alle werk wat weens oorsake soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van masjinerie, sonder versuim verrig moet word;

„inrigting”, elke perseel waarin die chemikalieënywerheid, soos bepaal, uitgeoefen word en wat, krachtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word;

„ondervinding”—

- met betrekking tot 'n chemietegnikus, die totale tydperk, of tydperke, van 'n werknemer se diens in chemiese werk;
- met betrekking tot 'n klerklike werknemer, die totale tydperk van 'n werknemer se diens in klerklike werk;
- met betrekking tot 'n graad I-werknemer, die totale tydperk of tydperke van 'n werknemer se diens in die chemikalieënywerheid as graad I-werknemer;
- met betrekking tot 'n versendingsklerk, die totale tydperk of tydperke van 'n werknemer se diens as 'n versendingsklerk in die chemikalieënywerheid;
- met betrekking tot 'n handelsreisiger, die totale tydperk of tydperke, van 'n werknemer se diens as handelsreisiger in enige nywerheid;
- met betrekking tot 'n toetser, die totale tydperk of tydperke, van 'n werknemer se diens as toetser in klas B-inrigtings;

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

„graad I-werknemer”, 'n werknemer wat nie elders in hierdie Ooreenkoms gespesifiseer is nie;

„graad I-werknemer, gekwalifiseer”—

- in klas A- en B-inrigtings, 'n werknemer met minstens 12 maande ondervinding;
- in klas C-inrigtings, 'n werknemer met minstens drie jaar ondervinding;

„graad I-werknemer, ongekwalifiseer”—

- in klas A- en B-inrigtings, 'n werknemer met minder as 12 maande ondervinding;
- in klas C-inrigtings, 'n werknemer met minder as drie jaar ondervinding;

„uurloon”—

- in die geval van 'n los werknemer, die dagloon verdeel deur 8;
- in die geval van 'n ander werknemer, die weekloon wat ingevolge sy dienskontrak aan hom betaalbaar is verdeel deur die getal werkure per week waarvoor in die kontrak ooreengekom is.

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

- diere, houters, filterperse, meubels, masjinerie, installasie, persele, gereedskap of ander artikels was of skoonmaak;
- filterperse oop- of toemaak en filterdoeke verwyder of terugplaas;
- goedere of enige ander verskuifbare eiendom hoege-naamd dra, skuif of opstapel (met inbegrip van die bediening van 'n nie-meganiese goederehyser);
- kaste en rinkelkarton-, veselbord- of soortgelyke houters met die hand inmeekaarsit;
- op- of aflaai;
- vure maak en aan die brand hou, afval en as verwyder;
- bale, bottels, kaste, dromme of blikke oop- en toemaak (buiten soldeerwerk);
- insit van voerings in botteldeksels (buiten verdere aanmeekaarsit van deksels, kurke of proppe vir bottels);
- krane en/of kleppe en/of steriliseertoestelle onder toesig van 'n voorman, assistent-voorman, werktuigkundige of onderhouer oop- of toemaak;
- 'n handpomp bedien;
- stowwe met die hand in elevators, vultregters, tenks, vate, omhulpanne of ander houters of in maal-, meng-, vul-, raffineer- of tabletmasjiene in voer of sif;
- houters aan vul- of etiketteermasjiene voer en houters vul of etiketteer wanneer hulle met stowwe gevul word of stowwe bevat buiten medisyne vir mense of diere, toilet- en skoonheidsmiddels, parfuum, reukwerk, antiseptiese, reukverwyderings- en geurmiddels, smaakmiddels en kleurstof vir voedsel;
- bestanddele in vate of panne roer en/of graan of ander grondstowwe of halffabrikate omkeer;

- (n) painting containers;
- (o) branding, marking, stamping, stencilling or affixing blank or ready-addressed labels to bales, boxes, drums, or other packages or containers, but not including the selecting of stencils and/or the assembling of stencils from component parts;
- (p) weighing to a set scale materials or products, other than medicinal preparations for human or animal uses, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants or essences, flavourings or colouring matter for foodstuffs;
- (q) cooking rations and/or making tea or similar beverage, and/or serving tea and/or other refreshments;
- (r) assisting on delivery vans;
- (s) in classes A and B establishments, packing articles of uniform size and number, singly or collectively, into containers specially designed to contain such articles.
In class C establishments, packing articles of uniform size and number for transport or delivery into containers specially designed to contain such articles (and for the purpose of this sub-paragraph the term "packing articles of uniform size and number for transport or delivery" means packing into containers which are not part of the get-up of the article or articles);
- (t) filling containers by hand and/or labelling by hand in classes A and B establishments;
- (u) filling containers used for bulk quantities and/or weighing on set scales in bulk (NOTE: "bulk" means any quantity exceeding 25 lb. in weight in the case of solids or 4 gallons in volume in the case of liquids);
- (v) dismantling containers for re-use;
- (w) tending and/or feeding animals, or birds; minding vehicles; harnessing animals;
- (x) gardening;

"maintenance man or handyman" means an employee who is engaged in the minor maintenance and/or minor repair of buildings, plant and machinery;

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

"pill or tablet maker" means an employee who is responsible for the entire process of production, other than the prescription of the chemical formulae of pills or tablets in an establishment;

"sample boy" means an employee who accompanies a traveller on his rounds and/or assists him with the packing, unpacking and/or displaying of samples;

"short-time" means the ordinary hours worked by an employee in an establishment when his usual number of ordinary hours of work in that establishment have, in pursuance of clause 6 (11), been temporarily reduced to less than such usual number;

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

"tester" means an employee who, under supervision of a chemist and druggist, a chemist or a chemical technician, is wholly or mainly engaged in making routine chemical tests;

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

"uniform" means an article or articles of wearing apparel distinctive in design and colour;

"unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"varnish maker" means an employee who is in charge of a varnish plant, and who is responsible for all processes carried on therein other than performance of chemical manipulations, the devising and adjusting of formulae or the analysis of raw or semi-manufactured or finished products;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work prescribed in clause 6;

"watchman" means an employee who is engaged in guarding premises, buildings, gates, vehicles or other property;

provided that in classifying an employee he shall be deemed to be in that class in which he is wholly or mainly engaged.

(n) houters verf;

(o) bale, kiste, dromme of ander pakkies of houters brandmerk, merk, stempel, sjabloneer of etiketteer met geadresseerde of blanko etikette, buiten die uitsoek van sjablone en/of die inmeekaarsit van sjablone uit die dele daarvan;

(p) materiale of produkte, buiten medisyne vir mense of diere, toiletpreparate, skoonheidsmiddels, parfüm, reukwerk, antiseptiese, reukverwyderings-, geur- of smaakmiddels of kleurstof vir voedsel op 'n gestelde skaal afweeg;

(q) rantsone kook en/of tee of soortgelyke drank maak en/of bedien;

(r) op afleweringswaens help;

(s) in inrigtings van klasse A en B, artikels van dieselfde grootte en in dieselfde hoeveelhede een vir een of tesame verpak in houters wat spesiaal vir sulke artikels bedoel is.

In klas C-inrigtings, artikels van dieselfde grootte en in dieselfde hoeveelhede vir vervoer of aflewering verpak in houters wat spesiaal vir sulke artikels bedoel is (vir die toepassing van hierdie subparagraaf beteken die uitdrukking "artikels van dieselfde grootte en in dieselfde hoeveelhede vir vervoer of aflewering verpak" verpakking in houters wat nie deel van die artikel of artikels uitmaak nie);

(t) houters met die hand vul en/of etiketteer in klas A-en B-inrigtings;

(u) houters vir massahoeveelhede vul en/of in massa op gestelde skale weeg (L.W. "massa" beteken enige hoeveelheid bo 25 lb. gewig in die geval van vaste stowwe en 4 gallon volume in die geval van vloeistowwe;

(v) houters uitmekaarhaal vir hergebruik;

(w) diere of voëls oppas en/of voer; voertuie oppas; diere inspan;

(x) tuin maak;

"onderhouer of handlanger", 'n werknemer wat kleiner onderhoud- en/of herstelwerk aan geboue, installasie en masjinerie verrig;

"stukwerk", 'n stelsel waarvolgens die werknemer se loon volgens die hoeveelheid of omvang werk gedaan bereken word;

"pille- en tabletmaker", 'n werknemer wat veranwoordelik is vir die hele vervaardigingsproses, buiten die voorskryf van die chemiese formules, van pille en tablette in 'n inrigting;

"monsterbediende", 'n werknemer wat 'n handelsreisiger op sy rondtes vergesel en help met die in- en uitpak en/of uitstalling van monsters;

"korttyd", die daaglikse werkure van 'n werknemer wanneer die gewone werkure van die inrigting volgens klousule 6 (11) tydelik verminder is;

"magasynmeester of pakhuisopsigter", 'n werknemer wat algemene beheer het oor voorrade of afgewerkte produkte en wat verantwoordelik is vir onvang, bêre, bymekaarmaak, verpak en uitpak van goedere in 'n magasyn of pakhuis en aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdeling of vir versending;

"toetser", 'n werknemer wat onder toesig van 'n apteker en drogis, 'n apteker of 'n chemieteknikus uitsluitlik of hoofsaaklik chemiese roetientoe se uitvoer;

"handelsreisiger", 'n werknemer wat in sy hoedanigheid as reisende verteenwoordiger van 'n inrigting en namens daardie inrigting by persone bestellings werf vir die verkoop of lewering van goedere;

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

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

"uniform", 'n kledingstuk of kledingstukke van kenmerkende kleur en ontwerp;

"ongelaaide gewig", die gewig van 'n motorvoertuig of sleepwa soos dit voorkom op die lisensie wat ten opsigte van die motorvoertuig of sleepwa uitgereik is deur enige owerheid wat by wet gemagtig is om motorvoertuiglisensies uit te reik;

"vernismaker", 'n werknemer wat beheer het oor 'n vernisinstallasie en verantwoordelik is vir alle prosesse wat daarin uitgevoer word, behalwe verrigting van chemiese werk, ontwerp en aanpas van formules of ontleding van grondstowwe, halffabrikate of afgewerkte produkte;

"loon", die deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure wat in klousule 6 voorgeskryf word;

"wag", 'n werknemer wat waghou oor persele, geboue, hekke, voertuie of ander eiendom;

met dien verstande dat 'n werknemer beskou word as lid van die klas waarin hy voltyds of hoofsaaklik in diens is.

4. REMUNERATION.

(1) Subject to the provisions of sub-clauses (3) and (4) of this clause and sub-clause (7) of clause 5, the following minimum wages shall be paid to the undermentioned classes of employees:—

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

4. BESOLDIGING.

(1) Behoudens soos bepaal in subklousules (3) en (4) van hierdie klousule en subklousule (7) van klousule 5, moet onderstaande lone aan onderstaande klasse werknemers betaal word:—

(a) *Werknemers, buite los werknemers.*

	Class A Establishment.	Class B Establishment.	Class C Establishment.
	Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.
Boiler attendant.....	2 5 0	2 5 0	2 5 0
Boss boy or ganger.....	2 5 0	2 5 0	2 5 0
Chargehand or team supervisor.....	3 10 0	3 10 0	4 5 0
Chemical technician.....	8 0 0	8 0 0	8 0 0
Chemical technician, unqualified—			
During first year of experience.....	2 0 0	2 0 0	2 0 0
During second year of experience.....	3 0 0	3 0 0	3 0 0
During third year of experience.....	4 0 0	4 0 0	4 0 0
During fourth year of experience.....	5 0 0	5 0 0	5 0 0
During fifth year of experience.....	6 0 0	6 0 0	6 0 0
During sixth year of experience.....	7 0 0	7 0 0	7 0 0
Clerical employee, female, qualified.....	3 16 2	3 16 2	3 16 2
Clerical employee, female, unqualified—			
During first year of experience.....	2 3 10	2 3 10	2 3 10
During second year of experience.....	2 11 11	2 11 11	2 11 11
During third year of experience.....	3 0 0	3 0 0	3 0 0
During fourth year of experience.....	3 8 1	3 8 1	3 8 1
Clerical employee, male, qualified.....	6 6 11	6 6 11	6 6 11
Clerical employee, male, unqualified—			
During first year of experience.....	2 3 10	2 3 10	2 3 10
During second year of experience.....	3 0 6	3 0 6	3 0 6
During third year of experience.....	3 17 2	3 17 2	3 17 2
During fourth year of experience.....	4 13 9	4 13 9	4 13 9
During fifth year of experience.....	5 10 4	5 10 4	5 10 4
Colour matcher and/or paint maker.....	—	7 0 0	—
Assistant colour matcher and/or paint maker.....	—	5 10 0	—
Despatch clerk, qualified.....	6 18 6	6 18 6	6 18 6
Despatch clerk, unqualified—			
During first year of experience.....	2 3 10	2 3 10	2 3 10
During second year of experience.....	3 0 6	3 0 6	3 0 6
During third year of experience.....	3 17 2	3 17 2	3 17 2
During fourth year of experience.....	4 13 9	4 13 9	4 13 9
During fifth year of experience.....	5 10 4	5 10 4	5 10 4
During sixth year of experience.....	6 6 11	6 6 11	6 6 11
Driver of a motor vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 6,000 lb.....	5 0 0	5 0 0	5 0 0
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	6 0 0	6 0 0	6 0 0
(iii) exceeds 10,000 lb.....	7 10 0	7 10 0	7 10 0
Driver of an animal-drawn vehicle.....	2 0 0	2 0 0	2 0 0
Driver of a staff car.....	3 10 0	3 10 0	3 10 0
Foreman.....	8 0 0	8 0 0	8 0 0
Assistant foreman.....	6 10 0	6 10 0	6 10 0
Grade I employee, qualified.....	2 7 6	2 12 6	3 15 0
Grade I employee, unqualified—			
During first six months experience.....	2 2 6	2 2 6	2 5 0
During second six months of experience.....	2 5 0	2 7 6	2 10 0
During third six months of experience.....	—	—	2 15 0
During fourth six months of experience.....	—	—	3 0 0
During fifth six months experience.....	—	—	3 5 0
During sixth six months experience.....	—	—	3 10 0
Labourer.....	2 0 0	2 0 0	2 0 0
Maintenance man or handyman.....	5 0 0	5 0 0	5 0 0
Pill or tablet maker.....	—	—	8 0 0
Sample boy.....	2 10 0	2 10 0	2 10 0
Sample boy, who in addition to the duties of a sample boy, acts as a relief motor car driver to a traveller.....	3 10 0	3 10 0	3 10 0
Sample boy, who, in addition to the duties of a sample boy, does all the driving of a motor car for a traveller.....	5 0 0	5 0 0	5 0 0
Tester.....	—	3 10 0	—
Traveller, qualified.....	10 19 3	10 19 3	10 19 3
Traveller, unqualified—			
During first six months experience.....	6 6 11	6 6 11	6 6 11
During second six months experience.....	6 18 6	6 18 6	6 18 6
During third six months experience.....	7 10 0	7 10 0	7 10 0
During fourth six months experience.....	8 1 6	8 1 6	8 1 6
During fifth six months experience.....	8 13 1	8 13 1	8 13 1
During sixth six months experience.....	9 4 7	9 4 7	9 4 7
During seventh six months experience.....	9 16 2	9 16 2	9 16 2
During eighth six months experience.....	10 7 8	10 7 8	10 7 8
Varnish maker.....	—	7 0 0	—
Assistant varnish maker.....	—	5 10 0	—
Watchman.....	2 5 0	2 5 0	2 5 0

	Klas A inrigting.	Klas B inrigting.	Klas C inrigting.
	Per week. £ s. d.	Per week. £ s. d.	Per week. £ s. d.
Keteloppasser.....	2 5 0	2 5 0	2 5 0
Baasjong of spanopsigter.....	2 5 0	2 5 0	2 5 0
Onderbaas of ploegbaas.....	3 10 0	3 10 0	4 5 0
Chemietegnikus.....	8 0 0	8 0 0	8 0 0
Chemietegnikus, ongekwalifiseer—			
Eerste jaar ondervinding.....	2 0 0	2 0 0	2 0 0
Tweede jaar ondervinding.....	3 0 0	3 0 0	3 0 0
Derde jaar ondervinding.....	4 0 0	4 0 0	4 0 0
Vierde jaar ondervinding.....	5 0 0	5 0 0	5 0 0
Vyfde jaar ondervinding.....	6 0 0	6 0 0	6 0 0
Sesde jaar ondervinding.....	7 0 0	7 0 0	7 0 0
Klerklike werknemer, vroulike gekwalifiseerde.....	3 16 2	3 16 2	3 16 2
Klerklike werknemer, vroulike ongekwalifiseerde—			
Eerste jaar ondervinding.....	2 3 10	2 3 10	2 3 10
Tweede jaar ondervinding.....	2 11 11	2 11 11	2 11 11
Derde jaar ondervinding.....	3 0 0	3 0 0	3 0 0
Vierde jaar ondervinding.....	3 8 1	3 8 1	3 8 1
Klerklike werknemer, manlike gekwalifiseerde.....	6 6 11	6 6 11	6 6 11
Klerklike werknemer, manlike ongekwalifiseerde—			
Eerste jaar ondervinding.....	2 3 10	2 3 10	2 3 10
Tweede jaar ondervinding.....	3 0 6	3 0 6	3 0 6
Derde jaar ondervinding.....	3 17 2	3 17 2	3 17 2
Vierde jaar ondervinding.....	4 13 9	4 13 9	4 13 9
Vyfde jaar ondervinding.....	5 10 4	5 10 4	5 10 4
Kleurpasser en/of verfmaker.....	—	7 0 0	—
Assistent kleurpasser en/of verfmaker.....	—	5 10 0	—
Versendingsklerk, gekwalifiseer.....	6 18 6	6 18 6	6 18 6
Versendingsklerk, ongekwalifiseer—			
Eerste jaar ondervinding.....	2 3 10	2 3 10	2 3 10
Tweede jaar ondervinding.....	3 0 6	3 0 6	3 0 6
Derde jaar ondervinding.....	3 17 2	3 17 2	3 17 2
Vierde jaar ondervinding.....	4 13 9	4 13 9	4 13 9
Vyfde jaar ondervinding.....	5 10 4	5 10 4	5 10 4
Sesde jaar ondervinding.....	6 6 11	6 6 11	6 6 11
Bestuurder van 'n motorvoertuig waarvan die ongelaaiide gewig saam met ongelaaiide gewig van sleepwa(ens) wat dit trek—			
(i) hoogstens 6,000 lb. is.....	5 0 0	5 0 0	5 0 0
(ii) meer as 6,000 lb. maar hoogstens 10,000 lb. is.....	6 0 0	6 0 0	6 0 0
(iii) meer as 10,000 lb. is.....	7 10 0	7 10 0	7 10 0
Drywer van 'n dierevoertuig.....	2 0 0	2 0 0	2 0 0
Bestuurder van personeelmotor.....	3 10 0	3 10 0	3 10 0
Voorman.....	8 0 0	8 0 0	8 0 0
Assistent-voorman.....	6 10 0	6 10 0	6 10 0
Graad I-werknemer, gekwalifiseer.....	2 7 6	2 12 6	3 15 0
Graad I-werknemer, ongekwalifiseer—			
Eerste ses maande ondervinding.....	2 2 6	2 2 6	2 5 0
Tweede ses maande ondervinding.....	2 5 0	2 7 6	2 10 0
Derde ses maande ondervinding.....	—	—	2 15 0
Vierde ses maande ondervinding.....	—	—	3 0 0
Vyfde ses maande ondervinding.....	—	—	3 5 0
Sesde ses maande ondervinding.....	—	—	3 10 0
Arbeider.....	2 0 0	2 0 0	2 0 0
Onderhouer of handlanger.....	5 0 0	5 0 0	5 0 0
Pille- of tabletmaker.....	—	—	8 0 0
Monsterbediende.....	2 10 0	2 10 0	2 10 0
Monsterbediende wat handelsreisiger ook aflos met bestuur van motor.....	3 10 0	3 10 0	3 10 0
Monsterbediende wat motor voltyds vir handelsreisiger bestuur.....	5 0 0	5 0 0	5 0 0
Toetsers.....	—	3 10 0	—
Handelsreisiger, gekwalifiseer.....	10 19 3	10 19 3	10 19 3
Handelsreisiger, ongekwalifiseer—			
Eerste ses maande ondervinding.....	6 6 11	6 6 11	6 6 11
Tweede ses maande ondervinding.....	6 18 6	6 18 6	6 18 6
Derde ses maande ondervinding.....	7 10 0	7 10 0	7 10 0
Vierde ses maande ondervinding.....	8 1 6	8 1 6	8 1 6
Vyfde ses maande ondervinding.....	8 13 1	8 13 1	8 13 1
Sesde ses maande ondervinding.....	9 4 7	9 4 7	9 4 7
Sewende ses maande ondervinding.....	9 16 2	9 16 2	9 16 2
Agste ses maande ondervinding.....	10 7 8	10 7 8	10 7 8
Vernismaker.....	—	7 0 0	—
Assistent-vernismaker.....	—	5 10 0	—
Wag.....	2 5 0	2 5 0	2 5 0

(b) Casual Employees.

- (i) In the case of those employees for whom a rising scale of remuneration is prescribed, one-fifth 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-fifth 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) *Cost of Living Allowance.*—A cost of living allowance as prescribed by War Measure No. 43 of 1942, as amended from time to time, or by other legislation, shall be paid by an employer to each employee in addition to the remuneration prescribed in sub-clause (1).

(3) Nothing in this Agreement shall operate to reduce the wage being paid to an employee on the date on which this Agreement comes into operation.

(b) Los werknemers.

- (i) In die geval van werknemers vir wie 'n opgaande loonskaal voorgeskryf is, een-vyfde van die hoogste weeklikse besoldiging soos voorgeskryf vir 'n werknemer wat die soort werk verrig wat van die los werknemer vereis word vir elke dag of gedeelte van 'n dag diens.
- (ii) In die geval van alle ander werknemers, een-vyfde van die weeklikse besoldiging soos voorgeskryf vir 'n los werknemer vereis vir elke dag of gedeelte van 'n dag.

(2) *Lewenskostoelae.*—'n Lewenskostoelae soos voorgeskryf kragtens Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of kragtens ander wetgewing, moet deur elke werkgewer aan elke werknemer betaal word benewens die besoldiging voorgeskryf in subklousule (1).

(3) Niks in hierdie Ooreenkoms mag die loon wat op die datum waarop hierdie Ooreenkoms in werking tree reeds aan 'n werknemer betaal word, verlaag nie.

(4) *Differential Rates of Remuneration.*—An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution therefor, work of another class for which either—

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

as prescribed in sub-clause (1), shall pay to such employee in respect of the whole day on which such work of another class was performed—

- (i) in the case referred to in paragraph (a), not less than one-fifth of the higher weekly wage prescribed in sub-clause (1), and
- (ii) in the case referred to in paragraph (b), not less than one-fifth of the highest weekly wage prescribed in sub-clause (1) for the higher class;

provided that where the difference between the classes is, in terms of sub-clause (1), based on experience, sex or age, the provisions of this sub-clause shall not apply.

(5) *Basis of Contract.*—An employee, other than a casual employee, shall be deemed to be either—

- (a) a weekly employee, and, subject to the provisions of clause 5 (7), shall be paid not less than the full weekly remuneration prescribed in sub-clause (1) of this clause for an employee of his class; or
- (b) a monthly employee, and, subject to the provisions of clause 5 (7), be paid not less than the full monthly remuneration prescribed by sub-clause (1) read with sub-clause (7) of this clause for an employee of his class.

(6) *Calculation of Daily Wage.*—The daily wage of an employee, other than a casual employee, shall be determined by dividing the weekly wage by five.

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

(8) *Subsistence Allowance.*—In addition to the wage prescribed in sub-clause (1)—

- (a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be paid a subsistence allowance of not less than—
 - (i) five shillings for each such period of absence not extending over a night;
 - (ii) twenty-two shillings and six pence for each night where such period of absence extends over one or more nights.

- (b) A sample boy who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be paid a subsistence allowance of not less than—

- (i) one shilling for each such period of absence not extending over a night;
- (ii) three shillings and six pence for each night where such period of absence extends over one or more nights;

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

(9) *Transport Allowance and Expenses.*—(a) A traveller who uses his employer's motor vehicle or who is required to travel by train or any other but own means of conveyance, shall be reimbursed by his employer for all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this sub-clause the over-night garaging of a motor vehicle shall be deemed to be a transport expense.

(b) A traveller who is required to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than seven and a half-pence for each mile travelled in the performance of his duty.

10. Any allowance or expenses payable to an employee in terms of sub-clauses (8) and (9) shall be paid by the employer within seven days of the employee's written claim therefor; provided that an employee shall not submit more than one claim for any allowances and expenses in any one week.

11. *Piece-work.*—(i) 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 not be less than the remuneration that would have been payable to him had he been employed on time-work for that period plus 10 per cent.

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

(4) *Verskillende loonskale.*—'n Werkgewer wat 'n werknemer van een klas verplig of toelaat om of benewens of in plaas van sy eie werk werk te verrig van 'n ander klas wat—

(a) hoër besoldig is as sy eie klas;

(b) 'n stygende loonskaal het wat uitloop op 'n hoër loon as dié vir sy eie klas;

soos in subklousule (1) voorgeskryf, moet die werkgewer so 'n werknemer ten opsigte van die hele dag waarop sulke werk verrig is—

(i) in die geval van paragraaf (a), minstens een-vyfde van die hoër weekloon wat in subklousule (1) voorgeskryf word;

(ii) in die geval van paragraaf (b), minstens een-vyfde van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word;

betaal; met dien verstande dat hierdie subklousule nie van toepassing is waar die verskil tussen die klasse kragtens subklousule (1) op ondervinding, geslag of ouderdom berus nie.

(5) *Basis van kontrak.*—Daar word beskou dat 'n werknemer, behalwe 'n los werknemer—

(i) of 'n werknemer by die week is en behoudens die bepalinge van klousule 5 (7) minstens die volle weekloon soos vir 'n werknemer van sy klas voorgeskryf in subklousule 1, betaal moet word;

(ii) of 'n werknemer by die maand is en minstens die volle maandloon betaal moet word wat vir 'n werknemer van sy klas voorgeskryf word in subklousule (1) gelees met subklousule (7).

(6) *Berekening van dagloon.*—Die dagloon van 'n werknemer, buiten 'n los werknemer, word bereken deur die weekloon deur vyf te verdeel.

(7) *Berekening van maandloon.*—Wanneer 'n werknemer se loon kragtens die voorgehoudbepalings by klousule 5 (1) maandeliks betaal word, word die minimum maandloon bereken as vier en 'n derde maal die minimum weekloon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(8) *Onderhoudstoelae.*—Benewens die loon wat in subklousule (1) voorgeskryf word, moet—

(a) 'n handelsreisiger wat tydens 'n reis wat in die uitvoering van sy pligte onderneem is, meer as ses opeenvolgende ure van sy woonplek en sy werknemer se inrigting afwesig is, 'n onderhoudstoelae van minstens—

(i) vyf sjielings vir so 'n afwesigheids tydperk wat nie 'n nag insluit nie; en

(ii) twee-en-twintig sjielings en 'n sikspens vir elke nag waar die afwesigheids tydperk een of meer nagte insluit;

betaal word;

(b) 'n monsterbediende wat 'n handelsreisiger vergesel op 'n reis wat in die uitvoering van sy pligte onderneem word en vir meer as ses opeenvolgende ure van sy woonplek en sy werkgever se inrigting afwesig is, 'n onderhoudstoelae van minstens—

(i) een sjieling vir so 'n afwesigheids tydperk wat nie 'n nag insluit nie;

(ii) drie sjielings en 'n sikspens per nag waar die afwesigheids tydperk een of meer nagte insluit;

betaal word;

met dien verstande dat die uitdrukking „nag” vir die toepassing van hierdie subklousule die tydperk tussen 11 nm. en 4 vm. beteken.

(9) *Vervoertoelae en -koste.*—(a) 'n Handelsreisiger wat met sy werkgever se motorvoertuig, per trein of met enige ander vervoermiddel buiten sy eie moet reis, moet vergoed vir alle redelike koste wat hy in verband met vervoer in die uitvoering van sy pligte aangaan, en vir die toepassing van hierdie subklousule word die batre van 'n motorvoertuig in 'n motorhuis vir die nag as vervoerkoste beskou.

(b) 'n Handelsreisiger wat sy eie motorvoertuig moet verskaf vir die uitvoering van sy pligte moet 'n omvattende vervoertoelae van minstens sewe en 'n half pennies per myl wat hy in die uitvoering van sy pligte affé, betaal word.

(10) *Toelae of koste wat ingevolge subklousules (8) en (9) aan werknemers verskuldig is,* moet deur die werkgever betaal word binne sewe dae nadat die werknemer se geskrewe eis daarom ontvang is, met dien verstande dat daar nie meer as een so 'n eis om toelae of koste in dieselfde week ingedien mag word nie.

11. *Stukwerk.*—(i) 'n Werknemer wat vir 'n tydperk stukwerk verrig, moet betaal word teen die skaal waarvoor hy met die werkgever ooreengekom het, maar sy besoldiging moet minstens wees wat aan hom betaal sou wees as hy tydwerk verrig het plus 10 persent.

(ii) 'n Rooster van die stukwerkskale soos in paragraaf (1) voorgeskryf, moet op 'n duidelik sigbare plek in die inrigting vertoon bly en kan slegs met een week kennisgewing gewysig word.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Save as provided in clause 16 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 employees agree, remuneration may be paid monthly.

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

(3) An employer shall pay the remuneration due to each of his employees during working hours and shall enclose such remuneration in a sealed envelope showing on the outside a statement duly completed in the form of annexure "A" to this Agreement.

(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 Native (Urban Areas) Consolidation Act, 1945, 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 employees, nor shall he make any deductions from his employees' remuneration, other than the following:—

- With the written consent of his employee, deductions for holiday, sick, insurance, provident or pension funds subscriptions to an employees' organisation.
- Save as provided in clause 8, 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.
- A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.
- When an employee agrees to accept board and/or lodging from his employer, a deduction (which may be made) not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
(i) Board.....	0 4 0	0 17 4
(ii) Lodging.....	0 2 0	0 8 8
(iii) Board and lodging.....	0 6 0	1 6 0

(e) Whenever in pursuance of clause 6 (11) short time is introduced in an establishment a deduction in respect of each hour of the reduction in the ordinary hours of work of an amount equivalent to his hourly wage; provided that—

- no deduction shall be made in respect of the first hour of the reduction in the ordinary hours of work caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;
- 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 twenty-four hours' notice of his intention to introduce short time.

(f) Deduction for Council funds in terms of the provisions of clause 14.

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:—

- in the case of an employee, other than a casual employee employed in classes A and B establishments—
 - forty-six in any week from Monday to Friday inclusive;
 - nine and one-fifth in any day;
- in the case of an employee, other than a casual employee, employed in class C establishments—
 - forty-five in any week from Monday to Friday inclusive;
 - nine in any day;
- in the case of a casual employee, eight in any day in any establishment.

(2) An employer shall not require his employees to work for more than five hours continuously without an uninterrupted interval of at least one hour; provided that—

- 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;
- periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(3) An employer shall not require or permit a female employee to work between six o'clock p.m. and six o'clock a.m.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers behalwe los werknemers.*—Behoudens soos bepaal in klousule 16 moet 'n werkgever die besoldiging wat aan elk van sy werknemers verskuldig is, behalwe loswerknemers, weekliks op die gewone betaaldag van die inrigting, of by beëindiging van diens wanneer dit voor die gewone betaaldag plaasvind, in kontant betaal, met dien verstande dat wanneer die werkgever en sy werknemer só ooreenkom, die besoldiging maandeliks betaal kan word.

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

(3) 'n Werkgever moet die besoldiging wat aan elk van sy werknemers verskuldig is, gedurende werkure uitbetaal, en die besoldiging moet bevat wees in 'n geslote koever wat op die buitekant 'n behoorlik ingevulde staat toon in die vorm van ahangsel A van hierdie ooreenkoms.

(4) *Premies.*—Geen betaling mag regstreeks of onregstreeks vir diensverskaffing aan of opleiding van 'n werknemer aan 'n werkgever gedoen of deur hom aangeneem word nie.

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

(6) *Kos en huisvesting.*—Behoudens soos bepaal in die Naturrelle (Stadsgebiede) Konsolidasiewet, 1945, kan 'n werkgever nie van sy werknemer vereis om van hom, of van 'n persoon of by 'n plek wat deur hom aangewys word, kos en/of huisvesting aan te neem nie.

(7) *Boetes en korting.*—'n Werkgever kan nie aan 'n werknemer boetes oplê of van sy besoldiging kortings aftrek nie, behalwe die volgende:—

- Met skriftelike toestemming van die werknemer, kortings vir verlof, siekte, versekerings-, voorsorg- of pensioenfondse of ledegeld aan 'n werknemersorganisasie;
- behoudens soos bepaal in klousule 8 wanneer 'n werknemer van sy werk af wegbly of afwesig is weens siekte of ongeluk, 'n korting in verhouding tot die tydperk van daardie afwesigheid;
- 'n bedrag wat 'n werkgever kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- wanneer 'n werknemer toestem om kos en/of huisvesting van sy werkgever aan te neem, 'n korting van hoogstens die ondergenoemde bedrae:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
(i) Kos.....	0 4 0	0 17 4
(ii) Huisvesting.....	0 2 0	0 8 8
(iii) Kos en huisvesting.....	0 6 0	1 6 0

(e) wanneer korttyd kragtens klousule 6 (11) in 'n inrigting ingevoer word, ten opsigte van elke uur korttyd 'n korting wat gelyk is aan sy uurloon, met dien verstande dat—

- geen korting afgetrek kan word ten opsigte van die eerste uur korttyd wat veroorsaak word deur 'n algemene onklaarraking van installasie of masjinerie as gevolg van ongeluk of ander onvoorsiene noodgeval nie;
- geen korting afgetrek kan word in die geval van slapte in die bedryf nie, tensy die werkgever sy werknemer minstens vier-en-twintig uur kennis gegee het van sy voorneme om korttyd in te voer;

(f) kortings vir Raadsfondse ooreenkomstig klousule 14.

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

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

- in die geval van 'n werknemer, behalwe 'n los werknemer, in klas-A-inrigtings en klas-B-inrigtings—
 - ses-en-veertig per week van Maandag tot en met Vrydag;
 - nege-en-n-vyfde per dag;
- in die geval van 'n werknemer, behalwe 'n los werknemer, in klas-C-inrigtings—
 - vyf-en-veertig per week van Maandag tot en met Vrydag;
 - nege per dag;
- in die geval van 'n los werknemer, agt per dag in enige inrigting.

(2) 'n Werkgever kan nie van sy werknemer vereis om langer as vyf uur agtereën sonder 'n ononderbroke tussenpoos van ten minste een uur te werk nie: met dien verstande dat—

- wanneer die tussenpoos langer as een uur duur, elke tydperk bo een uur beskou word as gewone werkure;
- werktye wat onderbreek word deur pouses van minder as 'n uur, as aaneenlopend beskou word.

(3) 'n Werkgever kan nie van 'n vroulike werknemer vereis om haar toelaat om tussen die ure 6 nm. en 6 vm. te werk nie.

(4) *Rest Intervals.*—An employer shall grant to each of his employees, other than an employee engaged in delivering messages or goods or guarding premises or goods by day, a rest interval of not less than ten minutes at as nearly as practicable the middle of each morning and each afternoon period during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

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

(6) *Overtime.*—All time worked in excess of the number of ordinary daily or weekly hours of work in an establishment shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not, except in an emergency, require his employees to work overtime unless he has given at least four hours' notice of such intention and, except in cases of emergency, employees so working shall not be required or permitted to work overtime for more than eight hours in any week; provided that no employer shall require or permit a female employee to work overtime—

- (a) on more than three consecutive days;
- (b) on more than sixty days in any year;
- (c) in excess of two hours per day;
- (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 mid-day, or
 - (ii) provided such employee with an adequate meal before she has to commence overtime, or
 - (iii) paid to such employee an allowance of not less than two shillings and sixpence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(8) *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 one and one-third times the total of his hourly wage plus cost of living allowance calculated thereon;

(9) Time worked on Sunday or on any public holiday referred to in clause 7 (6) shall not be deemed to be part of the ordinary hours of work or overtime and shall be paid as follows:—

- (a) in the case of an employee, other than a casual employee, at either—
 - (i) double his hourly wage multiplied by nine and one-fifth in the case of employees in classes A and B establishments, and nine in the case of employees in class C establishments for each such day or part thereof; or
 - (ii) one and one-third times his hourly wage for each hour or part of an hour so worked and in addition grant to him, within seven days of such Sunday or public holiday, one day's leave of absence, and pay to him in respect thereof not less than his hourly wage multiplied by nine and one-fifth in the case of employees in classes A and B establishments and nine in the case of employees in class C establishments.
- (b) in the case of a casual employee, at double the remuneration prescribed for an employee of this class for each such day or part thereof worked.

(10) *Watchman.*—The hours of work for a watchman shall not exceed 72 in any week and he shall be entitled to and be granted a continuous period of 36 hours off-duty during each week of employment.

(11) *Short-time.*—When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant and machinery caused by accident or other unforeseen circumstances, an employee is unable to keep his employees employed for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of sub-clause (7) (e) of clause 5, employ his employees on short-time, but not exceeding the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.

(12) *Exemptions.*—The provisions of this clause shall not apply to a traveller and/or a sample boy and shall not apply to any other employee whose basic salary or wage exceeds £60 per month, sub-clauses (1) to (9), both inclusive, and sub-clause (11) shall not apply to a watchman; and sub-clauses (4), (5) and (7) shall not apply to a male employee engaged in emergency work.

(13) *Clocking-in and clocking-out.*—In establishments in which employees are required to clock-in at the commencement of work periods and to clock-out at the expiration thereof, employees shall clock-in in employers' time and shall clock-out in employers' time; provided that for the purpose of rest intervals as prescribed by sub-clause (4) all clocking shall be done in employers' time.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) An employer shall grant to his employees in respect of each completed year of employment with him [subject to the provisions of sub-clause (8)] the following annual holiday leave on full pay and at the rate of wage plus cost of living allowance

(4) *Ruspose.*—'n Werkgewer moet aan elkeen van sy werknemers, behalwe 'n werknemer wat boodskappe of goedere aflewering of persele of goedere bedags bewaak, 'n ruspoos van minstens tien minute toestaan so na as moontlik aan die middel van elke oggend- en elke namiddagtydperk, waarin nie van die werknemer vereis of hom toegelaat kan word om werk te verrig nie, en die ruspoos moet as deel van die gewone werkure gereken word.

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

(6) Alle tyd wat bo die gewone daaglikse of weeklikse werkure van die inrigting gewerk word, word as oortyd gereken.

(7) *Beperking van oortyd.*—'n Werkgewer kan nie, behalwe in noodgevallen, van sy werknemer vereis om oortyd te werk tensy hy minstens vier uur kennis van die voorneme gegee het nie, en behalwe in noodgevallen kan werknemers wat aldus werk, nie verplig of toegelaat word om meer as 8 uur oortyd in 'n week te werk nie, met dien verstande dat 'n werkgewer nie van 'n vroulike werknemer kan vereis of haar toelaat om—

- (a) op meer as drie agtereenvolgende dae;
- (b) op meer as sestig dae in 'n jaar;
- (c) meer as twee uur per dag; of
- (d) na voltooiing van haar gewone werkure op 'n dag, meer as een uur oortyd te werk nie, tensy hy haar—
 - (i) voor 12-uur middag daarvan in kennis gestel het; of
 - (ii) 'n voldoende maaltyd verskaf het voordat sy met oortyd moet begin; of
 - (iii) 'n toelae van minstens twee sjielings en 'n sikspens betaal het betyds om haar in staat te stel om 'n maaltyd te verkry voordat sy met oortyd moet begin.

8. *Betaling vir oortyd.*—'n Werkgewer moet elkeen van sy werknemers ten opsigte van elke uur of gedeelte van 'n uur oortyd minstens een en 'n derde maal sy totale uurloon plus lewenskoste daarop betaal.

(9) Werk op 'n Sondag of openbare vakansiedag wat in klousule 7 (6) genoem word, word nie as gewone werkure of as oortyd beskou nie en moet soos volg betaal word:—

- (a) in die geval van 'n werknemer buiten 'n los werknemer, teen 6f
 - (i) dubbel sy uurloon vermenigvuldig met nege en 'n vyfde in inrigtings van klasse A en B en met nege in inrigtings van klas C vir elke dag of gedeelte daarvan; 6f
 - (ii) een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy so werk plus, binne sewe dae na die Sondag of openbare vakansiedag, een dag verlof waarvoor hy teen minstens sy uurloon vermenigvuldig met nege en 'n vyfde in inrigtings van klasse A en B en met nege in inrigtings van klas C vermenigvuldig moet word;

(b) in die geval van 'n los werknemer teen dubbel die loon wat vir 'n werkgewer van hierdie klas voorgeskryf is vir elke dag of gedeelte van 'n dag wat gewerk word.

(10) *Wagte.*—'n Wag se werkure mag hoogstens 72 uur per week wees, en hy is geregtig tot 'n aaneenlopende vrye tydperk van 36 uur in elke week diens.

(11) *Korttyd.*—Wanneer 'n werkgewer weens handelslapte, tekort aan grondstowwe of 'n algemene onklaarraking van installasie en masjinerie weens ongeluk of ander onvoorsiene omstandighede nie sy werknemers vir die volle gewone werkure van die inrigting besig kan hou nie, kan hy, onderworpe aan subklousule 7 (e) van klousule 5, sy werknemers op korttyd plaas vir hoogstens die tydperk van die handelslapte, tekort aan grondstowwe of onklaarraking van installasie en masjinerie.

(12) *Vrystellings.*—Hierdie klousule is nie van toepassing op 'n handelsreisiger en/of monsterbediende of op 'n ander werknemer wie se basiese salaris of loon £60 per maand te bowe gaan nie; subklousule (1) tot en met (9) en subklousule (11) is nie op 'n wag van toepassing nie; en subklousules (4), (5) en (7) geld nie vir 'n manlike werknemer wat met noodwerk besig is nie.

(13) *In- en uitklok.*—In inrigtings waar werknemers aan die begin van 'n werkdag moet inklok en aan die einde moet uitklok, moet hulle in hul eie tyd inklok en in die werkgewer se tyd uitklok, met dien verstande dat in- en uitklok ten opsigte van ruspoos soos deur subklousule (4) voorgeskryf in die werkgewer se tyd plaasvind.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) 'n Werkgewer moet aan 'n werknemer ten opsigte van elke voltooiende jaar diens by hom [onderworpe aan subklousule (8)], onderstaande vakansieverlof met volle betaling teen die loonskaal

which the employee was receiving immediately before the commencement of such leave—

- (a) in the case of a traveller, sample boy or a watchman, three consecutive weeks;
- (b) in the case of every other employee, twelve consecutive working days;

provided that—

- (a) the period of such leave shall not be concurrent with paid sick leave or with notice of termination of service or with any period during which an employee is required to undergo training under the South African Defence Act, 1912;
- (b) if any public holiday referred to in sub-clause (6) falls within the period of leave prescribed in this clause such holiday shall be added to the said period as a further period of leave of absence 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—

- (a) 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;
- (b) 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;

(3) The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid on the last working day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates—

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

shall upon termination, be paid in respect of each completed month of employment, not less than one-fifth of the weekly remuneration which he was receiving immediately prior to 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 employment terminates before such leave has been granted shall upon such termination be paid in respect of each day thereof not less than one-fifth of the weekly remuneration which he was receiving immediately prior to the date of such termination.

(6) *Public Holidays.*—In addition to the leave prescribed in sub-clause (1) an employee, other than a casual employee or a watchman, shall be entitled to and be granted leave on Christmas Day, New Year's Day, Good Friday, the Day of the Covenant, and May Day, and shall be paid in respect of each such day not less than one-fifth of the weekly wage which he was receiving immediately prior to such day; provided that if any such day falls on a Saturday, or Sunday, the Monday following such Saturday or Sunday, shall be deemed to be a public holiday for the purpose of this Agreement.

(7) For the purpose of this clause the term "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 African Defence Act, 1912;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent from work owing to sickness;

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

- (i) in the case of an employee who was employed prior to the date of commencement of this Agreement, from the date when such employee last became entitled to leave under any of the Wage Determinations, Nos. 158, 159 and 160, published in *Government Gazette* No. 4618 of 1st June 1951, or under the industrial agreement of the said Industrial Council published in *Government Gazette Extraordinary* No. 4096 of 28th January, 1949 as extended to the 6th day of August, 1951, or the date of engagement, whichever date is the later;
- (ii) in the case of an employee engaged on or after the date of coming into operation of this Agreement, from the date of such engagement;

provided that, if in any year the period of training under the South African Act, 1912, of any employee is less than thirty days the period of eight weeks shall be reduced in proportion to the shorter period of training.

(8) An employee—

- (a) whose contract of employment is terminated in December of any year; and
- (b) whose contract of employment has not been terminated by the employer for any cause which would be recognised by law as sufficient for the employer to terminate the contract without notice; and
- (c) whose contract of employment has not been terminated of his own accord, except for any cause which would be recognised by law as sufficient for the employee to terminate the contract without notice;

en lewenskostetoelae wat hy onmiddellik voor die verlof ontvang het, toestaan:—

- (a) in die geval van 'n handelsreisiger, monsterbediende of wag, drie aaneenlopende weke;
- (b) in die geval van alle ander werknemers, twaalf aaneenlopende werkdag;

met dien verstande dat—

- (a) die verlof nie met betaalde siekteverlof, opsegging van diens of 'n tydperk wanneer 'n werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- (b) wanneer 'n openbare vakansiedag soos voorgeskryf in subklousule (6) van hierdie klousule binne die verlof wat in hierdie klousule voorgeskryf word, val, die vakansiedag as 'n verdere tydperk verlof met betaling aan genoemde tydperk toegevoeg moet word.

(2) Die verlof wat in subklousule (1) voorgeskryf word, moet geneem word op 'n tyd wat deur die werkgever vasgestel word: met dien verstande dat—

- (a) 'n werkgever sy werknemer kan verplig of toelaat, om sy jaarlikse verlof te neem voordat die diensjaar waarop dit betrekking het, verstryk het;
- (b) wanneer die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word.

(3) Die besoldiging ten opsigte van die jaarlikse verlof soos voorgeskryf in subklousule (1), moet op die laaste werkdag voor dié van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak eindig—

- (a) in die eerste diensjaar by dieselfde werkgever, na voltooiing van een maand diens, maar voor voltooiing van die jaar;
- (b) in 'n volgende jaar diens by dieselfde werkgever maar voor voltooiing van die jaar;

moet by diensbeëindiging minstens een-vyfde van die weekloon wat hy onmiddellik voor die datum van diensbeëindiging ontvang het, ten opsigte van elke volle maand diens uitbetaal word.

(5) 'n Werknemer wat kragtens subklousule (1) tot verlof geregtig geword het en wie se diens eindig voordat die verlof toegestaan is, moet by diensbeëindiging minstens een-vyfde van die weekloon wat hy onmiddellik voor die datum van diensbeëindiging ontvang het, ten opsigte van elke volle maand diens uitbetaal word.

(6) *Openbare vakansiedae.*—Benewens die verlof soos voorgeskryf in subklousule (1), het 'n werknemer, behalwe 'n los werknemer, of 'n wag, reg op verlof wat hom toegestaan moet word op Kersdag, Nuwejaarsdag, Goie-Vrydag, Gelofte-dag en Meidag en moet ten opsigte van elke van daardie dae minstens een-vyfde van die weekloon wat hy onmiddellik voor die dag ontvang het, betaal word, met dien verstande dat indien so 'n dag op 'n Saterdag of Sondag val, die Maandag wat volg op so 'n Saterdag of Sondag vir die toepassing van hierdie Ooreenkoms as openbare vakansiedag beskou word.

(7) Vir die toepassing van hierdie klousule word beskou dat die uitdrukking „diens” alle tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van werk afwesig is;
- (d) weens siekte van werk afwesig is;

wat tesame hoogstens agt weke in 'n jaar beloop en geag word te begin—

- (i) in die geval van 'n werknemer wat in diens was voor die datum van inwerkingtreding van hierdie Ooreenkoms, van die datum waarop die werknemer laas tot verlof geregtig was kragtens Loonvasstellings Nos. 158, 159 of 160 wat in *Staatskoerant* No. 4618 van 1 Junie 1951, verskyn het, of kragtens die nywerheids-ooreenkoms van genoemde nywerheidsraad soos gepubliseer in *Buitengewone Staatskoerant* No. 4096 van 28 Januarie 1949 en verleng tot 6 Augustus 1951 of die datum van indiensneming, na gelang van watter die jongste datum is;
- (ii) in die geval van 'n werknemer wat in diens geneem is op of na die datum van inwerkingtreding van hierdie Ooreenkoms, van die datum van indiensneming;

met dien verstande dat wanneer in 'n jaar 'n werknemer se tydperk van opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, minder as dertig dae bedra, die tydperk van agt weke in verhouding tot die korter tydperk van opleiding verminder moet word.

(8) Indien 'n werknemer se dienskontrak—

- (a) in Desember van enige jaar beëindig word; en
- (b) nie deur die werkgever beëindig is om 'n rede wat by wet erken sou word as genoegsame regverdiging vir kontrakbeëindiging sonder kennisgewing nie; en
- (c) nie deur homself beëindig is nie, buiten om 'n rede wat by wet erken sou word as genoegsame regverdiging vir kontrakbeëindiging sonder kennisgewing;

shall, upon such termination in December—

- (i) if he has been employed by the same employer continuously throughout the period from any date in January of the same calendar year up to the date of such termination, be deemed to have completed a year of employment in terms of sub-section (1) and shall be paid in respect thereof the full annual leave pay prescribed by that sub-section, together with one day's pay for each of the public holidays, the Day of the Covenant, Christmas Day and New Year's Day, in respect of which payment has not already been made to him; provided that, if annual leave has been granted to him in terms of sub-section (1) during the said period, a deduction shall be made proportionate to the months of service within the said period in respect of which leave has already been granted to him;
- (ii) if he has been employed by the same employer for a total period of five months, either continuously or in the aggregate, in the same calendar year, calculated up to the 30th day of November in such year, be paid in addition to any leave payable to him in terms of sub-section (4), one day's pay for each of the public holidays, the Day of the Covenant, Christmas Day and New Year's Day, in respect of which payment has not already been made to him.

(9) An employee—

- (a) whose employment is terminated in December in any year; and
- (b) whose employment with the same employer commenced prior to the first day of July in the same calendar year; and
- (c) who, having been discharged, was re-employed by that same employer within one week from the date of such discharge; and
- (d) whose employment has been otherwise continuous with that same employer up to the 30th day of November of the same year;

shall be deemed to have been employed for a total period of five months in terms of paragraph (ii) of sub-section (8).

8. SICK LEAVE.

(1) An employee who has completed two months' employment with the same employer and who is absent from work through sickness or incapacity other than—

- (a) sickness or incapacity caused by the employee's own negligence 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 not exceeding ten working days in the aggregate in any one year of employment and shall be paid in respect of each working day thereof not less than one-fifth of the weekly remuneration which he was receiving immediately before the date 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) Paid sick leave and annual leave shall not run concurrently.

9. TRAVELLERS AND COMMISSION WORK.

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

- (a) the rate or rates of the commission and the conditions of entitlement;
- (b) the day of the week or month when commission earned is due and payable;
- (c) the area in which the traveller is required or permitted to work;
- (d) the minimum and maximum orders, individual, weekly or monthly, if any, which the employer is prepared to accept; and
- (e) the day of lodgment of commission in respect of orders accepted by the employer before termination of the contract of employment; provided that such day of payment shall not be later than the fifteenth day of the calendar month succeeding the month during which employment was terminated.

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

(3) Save as provided in clause 5 (7), an employer shall pay to his traveller on commission work for any period remuneration at the rate agreed upon between them; provided that, irrespective of the number or value of orders accepted by the employer he shall pay to such traveller not less than the weekly wage prescribed in clause 4 for a traveller of his experience in respect of each week in which commission work is performed.

(4) An employer or an employee who intends to cancel, or to negotiate for an alteration of an agreement in regard to commission work shall give not less than one week's written notice of such intention.

moet by sulke diensbeëindiging in Desember beskou word dat—

- (i) as hy dwarsdeur 'n tydperk van 'n datum in Januarie van dieselfde kalenderjaar tot die datum van diensbeëindiging by dieselfde werkgewer in diens was, hy 'n volle jaar diens ingevolge subklousule (1) voltooi het, en hy moet ten opsigte daarvan die volle verlofbetaling ontvang wat deur genoemde subklousule voorgeskryf word plus 'n dag se betaling vir enige openbare vakansiedag, nl. Geloftedag, Kersdag of Nuwejaarsdag waarvoor hy nog nie betaal is nie; met dien verstande dat indien jaarlikse verlof gedurende genoemde tydperk kragtens subklousule (1) aan hom toegestaan is, 'n *pro rata* bedrag afgetrek moet word ten opsigte van die maande diens binne genoemde tydperk waarvoor verlof alreeds aan hom toegestaan is;
- (ii) as hy vir altesaam vyf maande, of aaneenlopend of in die geheel, in dieselfde kalenderjaar vóór 30 November by dieselfde werkgewer in diens was, hy benewens verlofbetaling wat hom ingevolge subklousule (4) toekom 'n dag se betaling moet ontvang vir elke openbare vakansiedag, nl. Geloftedag, Kersdag en Nuwejaarsdag, waarvoor hy nog nie betaal is nie.

(9) Indien 'n werknemer se diens—

- (a) in Desember van enige jaar beëindig word;
- (b) by dieselfde werkgewer voor 1 Julie in dieselfde kalenderjaar begin het;
- (c) na ontslag binne 'n week na ontslag by dieselfde werknemer hervat word; en
- (d) by dieselfde werkgewer origens aaneenlopend was tot 30 November van dieselfde jaar;

word daar beskou dat hy vir die toepassing van paragraaf (ii) van subklousule (8) vir 'n tydperk van vyf maande altesaam in diens was.

8. SIEKTEVERLOF.

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

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

het reg op siekteverlof van altesaam hoogstens tien werkdag in 'n jaar diens, en moet ten opsigte van elke werkdag daarvan minstens een-vyfde van die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het, betaal word; met dien verstande dat 'n werkgewer van sy werknemer kan vereis om ten opsigte van alie verlof bo twee dae 'n doktersertifikaat as bewys van sodanige siekte of ongeval voor te lê.

(2) Siekteverlof met betaling en jaarlikse verlof mag nie saamval nie.

9. KOMMISSIEWERK VAN HANDELSREISIGERS.

(1) 'n Handelsreisiger wat met sy werkgewer ooreenkom om kommissiewerk te doen, moet by die aanvang van die werk deur die werkgewer voorsien word van 'n ware afskrif van die Ooreenkoms of 'n uiteensetting van die voorwaardes van die Ooreenkoms, met inbegrip van—

- (a) die kommissieskaal of -skale en voorwaardes van betaling;
- (b) die dag van die week of maand wanneer verskuldigde kommissie betaalbaar is;
- (c) die gebied waarbinne die handelsreisiger verplig of toegelaat word om te werk;
- (d) die minimum of maksimum individuele weeklikse of maandelikse bestellings, as daar is, wat die werkgewer bereid is om te aanvaar;
- (e) die dag waarop kommissie betaal moet word ten opsigte van bestellings wat die werkgewer voor die beëindiging van die dienskontrak aanvaar het.

(2) Die Ooreenkoms wat in subklousule (1) genoem word, mag nie vir die handelsreisiger minder gunstig wees as hierdie nywerheidsooreenkoms nie; met dien verstande dat die betalingsdatum van 'n handelsreisiger wat kommissiewerk doen, moet wees volgens die Ooreenkoms waarna in subklousule (1) verwys word, en klousule 5 (1) van hierdie Ooreenkoms is nie op sulke betaling van toepassing nie.

(3) Behoudens soos in klousule 5 (7) bepaal, moet 'n werkgewer 'n handelsreisiger wat kommissiewerk doen, vir enige tydperk betaal teen die skaal waarvoor hulle ooreengekom het; met dien verstande dat die handelsreisiger se loon per week waarin hy kommissiewerk verrig, afgesien van die getal bestellings wat die werkgewer aanvaar, nie minder mag wees as die weekloon wat in klousule 4 vir 'n handelsreisiger met sy ondervinding voorgeskryf word nie.

(4) 'n Werkgewer of werknemer wat 'n kommissiewerk-ooreenkoms wil beëindig of wil onderhandel vir 'n wysiging daarvan, moet minstens 'n week skriftelike kennis gee van sy voorneme.

10. UNIFORMS OR OVERALLS.

(1) An employer shall provide free of charge, and maintain in clean and proper condition, uniforms or overalls, and they shall remain the property of the employer.

(2) In order to maintain such uniforms or overalls in clean condition the employer may require his employees to launder in working hours the uniforms or overalls issued to them respectively, the employer supplying to the employees the necessary soap and equipment for that purpose, or, in the alternative, may enter into a mutual arrangement with his employees whereby the employees launder their uniforms or overalls in their own time upon payment to them of the respective amounts following:—

- Laundering a dust coat: 6d.
- Laundering a white coat: 9d.
- Laundering a boiler suit: 1s. 3d.

11. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full name and address of the employer and of the employee, the nature of the employment, the date of commencement of the contract of employment, the date of termination thereof and the remuneration and cost of living allowance paid at the date of such commencement and termination.

12. 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.

13. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason; provided that no exemption shall be granted from the provisions of clause 6 (7) of this Agreement to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

- (a) which is necessitated by an emergency; or
- (b) which is necessary to prevent 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 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.

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of this Agreement from which exemption is granted;
- (c) the conditions 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) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

14. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct on each pay-day—

(1) in respect of employees paid weekly—

- (a) threepence from the earnings of each of his employees who is in receipt of a wage of up to and including £3 per week;
- (b) sixpence from the earnings of each of his employees who is in receipt of a wage of over £3 per week and up to and including £5 per week;
- (c) nine pence from the earnings of each of his employees who is in receipt of a wage of over £5 per week;

(2) in respect of employees paid by the month—

- (a) one shilling and one penny from the earnings of each of his employees who is in receipt of a wage of up to and including £13 per month;
- (b) two shillings and twopence from the earnings of each of his employees who is in receipt of over £13 per month and up to and including £21. 13s. 4d. per month;
- (c) three shillings and three pence from the earnings of each of his employees who is in receipt of a wage of over £21. 13s. 4d. per month.

(3) To the aggregate of the amounts so deducted the employer shall add an equal amount, and shall forward by not later than the 15th day of the month following the month in respect of which the deductions were made the total sum to the Secretary of the Industrial Council at the address P.O. Box 4581, Johannesburg, or at such other address as the Council may notify the employers in writing.

10. UNIFORMS OF OORPAKKE.

(1) 'n Werkgewer moet gratis uniforms en oorpakke verskaf en skoon en in goeie kondisie hou, en hulle bly sy eiendom.

(2) Om sulke uniforms of oorpakke skoon te hou mag die werkgewer van sy werknemers vereis om hulle uniforms of oorpakke in werkure te was met seep en ander uitrusting wat die werkgewer verskaf, of anders kan hy met sy werknemers ooreenkom dat hulle hul uniforms of oorpakke in hul eie tyd skoonmaak teen betaling van onderstaande bedrae:—

- Was van 'n stofjas: 6d.
- Was van 'n wit jas: 9d.
- Was van 'n ketelpak: 1s. 3d.

11. DIENSSERTIFIKAAT.

By beëindiging van die dienskontrak van 'n werknemer, buiten 'n los werknemer, moet sy werkgewer hom voorsien van 'n dienssertifikaat waarop die volle naam en adres van die werkgewer en werknemer, die aard van die werk, die aanvangs- en beëindigingsdatums van die dienskontrak, en die loon en lewenskostetoelae wat by die aanvangs- en beëindigingsdatums betaal is.

12. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

Geen werknemer mag iemand onder 15 jaar in diens neem nie.

13. VRYSTELLINGS.

(1) Die Raad kan om voldoende redes vrystelling aan of ten opsigte van iemand verleen van die bepalings van hierdie Ooreenkoms, met dien verstande dat geen vrystelling van klousule 6 (7) aan of ten opsigte van 'n vroulike werknemer wat handwerk doen, verleen mag word nie, buiten—

- (a) vir noodwerk;
- (b) vir werk wat noodsaaklik is om die verlies van bederfbare grondstowwe te voorkom.

(2) Die Raad moet ten opsigte van die persoon aan wie vrystelling verleen word, die voorwaardes en geldigheidstermin van die vrystelling vasstel, met dien verstande dat die Raad na goeddunke, en na aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat kan herroep.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word 'n sertifikaat, wat deur hom onderteken is, uitreik wat die volgende vermeld is:—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
- (b) van elke sertifikaat wat uitgereik word 'n afskrif behou; en
- (c) wanneer aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

14. UITGAWES VAN DIE RAAD.

Om te voorsien in die uitgawes van die Raad, moet werkgewers op elke betaaldag die volgende aftrek:—

(1) Ten opsigte van werknemers wat by die week betaal word—

- (a) drie pennies van die verdienste van elk van sy werknemers wat 'n loon tot en met £3 per week ontvang;
- (b) ses pennies van die verdienste van elk van sy werknemers wat 'n loon van meer as £3 tot en met £5 per week ontvang;
- (c) nege pennies van die verdienste van elk van sy werknemers wat 'n loon van meer as £5 per week ontvang.

(2) Ten opsigte van werknemers wat by die maand betaal word—

- (a) een sjieling en een pennie van die verdienste van elk van sy werknemers wat 'n loon tot en met £13 per maand ontvang;
- (b) twee sjielings en twee pennies van die verdienste van elk van sy werknemers wat 'n loon van meer as £13 tot en met £21. 13s. 4d. per maand ontvang;
- (c) drie sjielings en drie pennies van die verdienste van elk van sy werknemers wat 'n loon van meer as £21. 13s. 4d. per maand ontvang.

(3) By die totaal van die bedrae wat só afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag uiters die 15de dag van die maand wat volg op die maand ten opsigte waarvan die kortings afgetrek is, stuur aan die Sekretaris van die Raad, Posbus 4581, Johannesburg, of by 'n ander adres waarvan die Raad werkgewers skriftelik in kennis moet stel.

15. RATIO OR PROPORTION.

(1) *Chemical Technician*.—An employer shall not employ a chemical technician, unqualified, unless he has in his employ a chemical technician, and for each chemical technician employed not more than one chemical technician, unqualified, may be employed by him; provided that for the purposes of this sub-clause a chemist or a chemist and druggist may be deemed to be a chemical technician.

(2) *Despatch Clerk*.—An employer shall employ a qualified despatch clerk before he may employ an unqualified despatch clerk, and he shall not employ more than three unqualified despatch clerks for each qualified despatch clerk employed by him.

(3) *Female Clerical Employee*.—An employer shall not employ an unqualified female clerical employee, unless he has in his employ a qualified female or male clerical employee, and for each qualified female clerical employee employed not more than one unqualified female clerical employee may be employed by him.

(4) *Male Clerical Employee*.—An employer shall not employ an unqualified male clerical employee unless he has in his employ a qualified male clerical employee, and for each qualified male clerical employee employed not more than one unqualified female or male clerical employee may be employed by him.

(5) *Grade I Employee*.—An employer shall employ a qualified Grade I employee before he may employ an unqualified grade I employee, and he shall not employ more than one unqualified grade I employee for each qualified grade I employee employed by him.

(6) For the purpose of this clause an employer who is wholly or mainly engaged in performing work of any particular class of employee may be deemed to be a qualified employee in such class, and an unqualified employee who is receiving not less than the wage for a qualified employee of his class may be deemed to be a qualified employee.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Subject to—

- (a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or
- (b) the provisions of any written agreement between employer and employee, stipulating for a period of notice in excess of that provided for herein;

an employer or his employee shall give notice in writing of his intention to terminate a contract of service of not less than one week in the case of a weekly paid employee, and one calendar month in the case of a monthly paid employee.

(2) In the event of an employer or an employee failing to give notice as prescribed in sub-clause (1) hereof the employer shall pay or the employee shall forfeit—

- (a) in the case of a weekly paid employee, an amount equal to the full weekly remuneration which the employee was receiving immediately prior to the date of such termination; and
- (b) in the case of a monthly paid employee, an amount equal to the full monthly remuneration which the employee was receiving immediately prior to the date of such termination.

(3) Notwithstanding anything to the contrary in this agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clause (2), the employer shall be entitled to recover such amount from other benefits, if any, which were in the process of accrual to such employee at the time of his desertion; and for the purpose of this sub-clause any payment which may be due to an employee in terms of clause 7 (4) of this Agreement shall also be regarded as a benefit in the process of accrual.

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

(5) The notice referred to in sub-clause (1) shall be given so as to take effect from the usual pay-day of the establishment in the case of a weekly paid employee, and from the first working day of the month in the case of a monthly paid employee.

17. ORGANISATION OF EMPLOYEES.

An employer shall permit trade union officials admission to factory grounds and/or rest rooms, or, where no such grounds or rest rooms are available, entrance to his establishment, for the purpose of carrying on trade union organisation.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Employers shall give to any of their employees who are representatives on the Council every facility to attend to their duties in connection with the work of the Council.

19. AGENTS.

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

(2) It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and examine such documents, books, wage sheets, pay envelopes and pay tickets, and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

15. GETALLEVERHOUDING.

(1) *Chemietegnikus*.—'n Werkgewer mag nie 'n ongekwalifiseerde chemietegnikus in diens neem voordat hy 'n gekwalifiseerde chemietegnikus in diens het nie, en mag vir elke gekwalifiseerde chemietegnikus in sy diens nie meer as een ongekwalifiseerde in diens neem nie; met dien verstande dat 'n apteker of apteker en drogis vir die toepassing van hierdie subklousule as 'n gekwalifiseerde chemietegnikus beskou word.

(2) *Versendingsklerk*.—'n Werkgewer moet 'n gekwalifiseerde versendingsklerk in sy diens hê voordat hy 'n ongekwalifiseerde in diens mag neem, en hy mag nie meer as drie ongekwalifiseerdes vir elke gekwalifiseerde in diens neem nie.

(3) *Vroulike klerklike werknemer*.—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike klerk in diens neem voordat hy 'n gekwalifiseerde vroulike klerk in diens het nie, en vir elke gekwalifiseerde mag hy nie meer as een ongekwalifiseerde in diens neem nie.

(4) *Manlike klerklike werknemer*.—'n Werkgewer mag nie 'n ongekwalifiseerde manlike klerk in diens neem voordat hy 'n gekwalifiseerde in diens het nie, en vir elke gekwalifiseerde manlike klerk mag hy nie meer as een ongekwalifiseerde manlike of vroulike klerk in diens neem nie.

(5) *Graad I-werknemer*.—'n Werkgewer moet 'n gekwalifiseerde Graad I-werknemer in diens hê voordat hy 'n ongekwalifiseerde graad I-werknemer in diens neem, en vir elke gekwalifiseerde mag hy nie meer as een ongekwalifiseerde in diens neem nie.

(6) Vir die toepassing van hierdie klousule word 'n werkgewer wat uitsluitlik of hoofsaaklik 'n sekere klas werk verrig, as 'n gekwalifiseerde werknemer in dié klas beskou, en 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, word as 'n gekwalifiseerde werknemer beskou.

16. BEËINDIGING VAN DIENSKONTRAK.

(1) Onderhewig aan—

- (a) die reg van 'n werkgewer of werknemer om die dienskontrak om 'n rede wat by wet as voldoende erken word, sonder kennisgewing op te sê; en
- (b) 'n geskrewe ooreenkomst tussen werkgewer en werknemer waarin voorsiening gemaak word vir 'n langer tydperk van kennisgewing;

moet 'n werkgewer of 'n werknemer wat 'n dienskontrak wil beëindig, in die geval van 'n werknemer wat by die week betaal word minstens een week en in die geval van 'n werknemer wat by die maand betaal word een kalendermaand skriftelike kennis van sy voornemens gee.

(2) Indien 'n werkgewer of werknemer versuim of kennis te gee soos in subklousule (1) hiervan voorgeskryf word, moet onderstaande deur die werkgewer betaal of deur die werknemer verbeur word:—

- (a) In die geval van 'n werknemer wat by die week betaal word, die volle weekloon wat die werknemer onmiddellik voor diensbeëindiging ontvang het.
- (b) In die geval van 'n werknemer wat by die maand betaal word die volle maandloon wat die werknemer onmiddellik voor diensbeëindiging ontvang het.

(3) Wat ook al in dié verband in hierdie ooreenkomst staan, het 'n werkgewer die reg om, indien die bedrag wat hy 'n werknemer aan loon verskuldig is die bedrag dek wat volgens subklousule (2) verbeur word nie, die tekort aan te suiwer uit enige ander voordeel wat op die werknemer se naam oploop op die tydstop wanneer hy wegdros, en vir die toepassing van hierdie subklousule word 'n bedrag wat die werknemer ingevolge klousule 7 (4) van hierdie ooreenkomst toekom, beskou as so 'n olopende bedrag.

(4) Die diensopsegging soos voorgeskryf in subklousule (1) mag nie met die jaarlikse verlof of met siekteverlof saamval nie.

(5) Die diensopsegging soos voorgeskryf in subklousule (1) moet so gegee word dat dit ingaan op die gewone betaaldag van die inrigting in die geval van 'n werknemer by die week, en op die eerste werkdag van die maand in die geval van 'n werknemer by die maand.

17. ORGANISEER VAN WERKNEMERS.

'n Werkgewer moet vakverenigingsverteenwoordigers toelaat om die fabrieksterrein en/of ruskamers, of as daar nie terreine of ruskamers is nie, sy inrigting te betree om vakverenigingsorganisasiewerk te doen.

18. VAKVEREENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Werkgewers moet aan werknemers wat verteenwoordigers op die Raad is, alle fasiliteite verskaf om hul werk in verband met die Raad se werksaamhede te verrig.

19. AGENTE.

(1) Die Raad moet een of meer persone aanstel as agente om te help by die toepassing van die ooreenkomst.

(2) Elke werkgewer moet die agente toelaat om sy inrigting te betree en navrae te doen, geskrifte, boeke, loonstate, loonkoeferte en betaalkaartjies te ondersoek en sodanige persone te ondervra as wat nodig mag wees om vas te stel of die bepalings van hierdie ooreenkomst nagekom word.

20. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment, and in a conspicuous place where it is readily accessible to his employees, the *Government Gazette* in which this Agreement is published by the Minister of Labour.

21. INSURANCE OF EMPLOYEES' PERSONAL EFFECTS.

Every employer shall insure and keep insured with a well established and reputable fire insurance company each and every of his employees for whom wages and conditions of employment are prescribed in this Agreement against the loss or damage to their and each of their personal clothing and effects caused by fire upon the premises of the employer, such loss or damage arising out of each such fire for the purpose of such insurance to be limited to ten pounds (£10) in respect of each employee.

ANNEXURE A.

[Clause 5 (3)].

INDUSTRIAL COUNCIL FOR THE TRANSCAAL CHEMICAL MANUFACTURING INDUSTRY.

Name of Employer _____
Name of Employee _____ No. _____
Grade _____ Basic Rate _____
Last day of working week _____

	£	s.	d.
Ordinary hours (—hours at —per hour).....			
Cost of living allowance at —per week.....			
Overtime (—hours at —per hour).....			
(—hours at —per hour).....			
Annual holiday leave.....			
Payment in lieu of notice.....			

	£	s.	d.
Less authorised deductions—			
Industrial Council.....			
Sick Benefit Fund.....			
Unemployment Insurance..			
Union Fees.....			
Net amount of pay enclosed.....£			

Signed on behalf of the parties, on this 2nd day of September, 1952.

J. WOLFSON,
Chairman of the Council.
G. A. P. DIENST,
Vice-Chairman of the Council.
F. H. WHITTAKER,
Secretary of the Council.

* No. 2904.] [12 December 1952.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CHEMICAL MANUFACTURING INDUSTRY (WITWATERSRAND AND PRETORIA).

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 Manufacturing Industry, published under Government Notice No. 2903 of the 12th December, 1952, 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.

20. VERTOON VAN OOREENKOMS.

Elke werkgever moet op 'n opvallende en toeganklike plek in sy inrigting die *Staatskoerant* waarin die Minister van Arbeid hierdie Ooreenkoms publiseer, vertoon hou.

21. VERSEKERING VAN WERKNEMERS SE PERSOONLIKE BESITTINGS.

'n Werkgever moet elkeen van sy werknemers vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word, by 'n betroubare vuurversekeringsmaatskappy verseker hou teen die beskadiging van hul persoonlike klere en besittings deur brand op die werkgever se perseel en die skade of verlies weens so 'n brand word vir versekeringsdoeleindes tot £10 per werknemer beperk.

BYLAE A.

[Klousule 5 (3)].

NYWERHEIDSRAAD VIR DIE TRANSCAALSE CHEMIKALIEËNYWERHEID.

Naam van werkgever _____
Naam van werknemer _____ No. _____
Graad _____ Basiese skaal _____
Laaste dag van werkswaek _____

	£	s.	d.
Gewone ure (—ure teen —per uur).....			
Lewenskostetoelae teen —per week.....			
Oortyd (—uur teen —per uur).....			
(—uur teen —per uur).....			
Jaarlikse vakansieverlof.....			
Betaling in plaas van kennisgewing.....			

	£	s.	d.
Minus regmatige aftrekkings—			
Nywerheidsraad.....			
Siektebystandsfonds.....			
Werkloosheidsversekering..			
Vakverenigingsgelde.....			
Netto bedrag van loon ingesluit.....£			

Namens die partye onderteken op hede die 2de dag van September 1952.

J. WOLFSON,
Voorsitter van die Raad.
G. A. P. DIENST,
Ondervoorsitter van die Raad.
F. H. WHITTAKER,
Sekretaris van die Raad.

* No. 2904.] [12 Desember 1952.
WET OF FABRIEKE, MASJINERIE EN BOUWERK,
1941.

CHEMIKALIEËVERVAARDIGINGSNYWERHEID (WITWATERSRAND EN PRETORIA).

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Chemikalieëvervaardigingsnywerheid bekendgemaak by Goewermentskennisgewing No. 2903 van 12 Desember 1952, vir die persone wie se werkure daardeur gereël word nie minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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