



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE
Government Gazette
Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CXCVIII.] PRICE 6d. PRETORIA, 6 NOVEMBER 1959. PRYS 6d. [No 6309.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1830.] [6 November 1959.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

CHEMICAL INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relates to the Chemical Industry, shall be binding from the second Monday after the date of publication of this notice, and for the period ending two years after the said second Monday, upon the employers' organisation and the 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 paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clause 3 to 17 (inclusive) 19 and 20, of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for a period ending two years after the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the municipal area of Cape Town and the Magisterial District of Bellville;
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the municipal area of Cape Town and the Magisterial District of Bellville, and from the second Monday after the date of publication of this notice and for a period ending two years after the said second Monday, the provisions contained in clause 3 to 5 (7) (f) (inclusive), 6 to 17 (inclusive), 19 and 20 of the said agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID

No. 1830.] [6 November 1959.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

CHEMIKALIEËNYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Chemikalieënywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 17, 19 en 20 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die munisipale gebied van Kaapstad en die landdrosdistrik Bellville; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 5 (7) (f), 6 tot en met 17, 19 en 20 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied van Kaapstad en die landdrosdistrik Bellville *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY (CAPE).

AGREEMENT

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

Cape Manufacturing Chemists' and Druggists' Association (hereinafter referred to as "the employers" or "the employers' organization"), of the one part, and the

Chemical and Allied Workers' Union

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

being parties to the Industrial Council for the Chemical Industry (Cape).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the municipal area of Cape Town and the Magisterial District of Bellville by all employers who are members of the employers' organization and are engaged in the Chemical Industry, and by all employees who are members of the trade union and are employed in that Industry and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for a period of two years, or for such a 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, No. 28 of 1956, as amended, shall have the same meaning as in that Act and any reference to an Act includes any amendment thereof; words importing the masculine gender shall include females; further, unless inconsistent with the context—

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

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

"boss-boy or ganger" means an employee who is the leader of a gang of labourers;

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

"charge hand or team supervisor" means an employee who, under the supervision of a foreman or assistant foreman, is in charge of grade I employees and who may also be in charge of labourers;

"Chemical Industry" means the industry in which employers and employees are associated for the preparation, manufacture, bottling, wrapping and/or packing of the following commodities in establishments which are liable for registration under the Factories, Machinery and Building Work Act, 1941, viz.—

Medical preparations intended for human or animal use, toilet preparations, perfumes or scents, antiseptics, deodorants, chemical products for photographic purposes, baking powder, and/or its constituents, yeast, starch, gelatine, essences, flavourings and colouring matter for foodstuffs;

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

"chemist" means an employee, other than a chemist and druggist, who is the holder of a degree or an equivalent diploma in chemistry and who in addition has had not less than three years' experience in and is engaged in chemical work as herein defined;

"chemist and druggist" means an employee who is registered as a chemist and druggist under the Medical, Dental and Pharmacy Act, 1928, and who is engaged in chemical work;

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

BYLAE.

NYWERHEIDSRaad VIR DIE CHEMIKALIE- NYWERHEID (KAAP).

OOREENKOMS

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

Cape Manufacturing Chemists' and Druggists' Association (hieronder die „werkgewers" of die „werkgewersorganisasie" genoem), aan die een kant, en die

Chemical and Allied Workers' Union

(hieronder die „werknemers" of die „vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Chemikalie-nywerheid (Kaap).

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms word nagekom in die munisipale gebied van Kaapstad en die landdrostdistrik Bellville deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Chemikalieënywerheid betrokke is, en deur alle werknemers wat lede is van die vakvereniging en in daardie Nywerheid in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister ingevolge subartikel (1) van artikel agt-en-veertig van die Wet vasgestel word en bly twee jaar lank van krag of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

Tensy 'n ander bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms geësig word en wat in die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig, omskryf is, dieselfde betekenis as in daardie Wet en sluit alle verwysings na 'n Wet elke wysiging daarvan in; woorde wat die manlike geslag aandui, sluit ook vrouens in; verder, tensy dit strydig met die samehang is, beteken—

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

„ketelbediener", 'n werknemer wat die waterpeil en stoomdruk in 'n ketel in stand hou en wat die vuur in die ketel kan stook, uittrek, hark of sny;

„baasjong of ploegbaas", 'n werknemer wat die leier van 'n ploeg arbeiders is;

„los werknemer", 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever werk;

„onderbaas of spanopsigter", 'n werknemer wat, onder toesig van 'n voorman of assistent-voorman, beheer het oor graad I-werknemers, en wat ook in beheer oor arbeiders kan wees;

„Chemikalieënywerheid", die nywerheid waarin werkgewers en werknemers geassosieer is vir die bereiding, vervaardiging, bottel, toedraai en/of verpakking van ondergenoemde handelsartikels in inrigtings wat, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is, naamlik:—

Artseniekundige preparate bestem vir gebruik deur mens of dier, toiletpreparate, parfüm of reukwater, antiseptiese middels, reukverdrywers, chemiese produkte vir fotografie doeleindes, bakpoeier en/of die bestanddele daarvan, gis, stysel, gelatien, geursels en aftreksels en kleursel vir eetware;

„chemie-tegnikus", 'n werknemer, uitgesonderd 'n apteker en drogis of chemikus, wat chemiese werk verrig en wat minstens ses jaar ondervinding het;

„chemiese werk", die verrigting van chemiese bewerkking, die opstel en wysiging van formules van stowwe en die analitiese kontrole oor die chemiese prosesse vir ru-, of half-vervaardigde of afgewerkte produkte;

„chemikus", 'n werknemer, uitgesonderd 'n apteker en drogis, wat in besit is van 'n graad of van 'n gelykwaardige diploma in chemie en wat buitendien minstens drie jaar ondervinding van chemiese werk, soos hierin omskryf, opgedoen het, en dit verrig;

„apteker en drogis", 'n werknemer wat, ingevolge die Wet op Geneeshere, Tandartse en Aptekers, 1928, as apteker en drogis geregistreer is en wat chemiese werk verrig;

„klerklike werknemer", 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk, tikwerk of enige ander soort klerklike werk verrig, en sluit 'n versendingsklerk, magasynmeester, of pakhuishouer, telefonis en 'n kassier in;

"compositor" means an employee engaged in operating type-setting machines other than a chemist's label, overprinting machine and/or the setting or arranging of type, blocks, plates and/or other necessary materials into a position for printing or embossing or making rubber stamps therefrom and/or the distribution of such materials after use;

"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 assembling of such goods, the checking of packages and the weighing or addressing thereof;

"emergency work" means any work which, owing to unforeseen causes such as fire, storm, accident, act of violence or theft, must be done without delay, and includes the work of or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours or vehicles used by a cartage contractor in the fulfillment of his contract as such with the South African Railways and Harbours;

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

"experience" means—

(a) in relation to a chemist, a chemical technician and a learner chemical technician, the total period or periods of employment which an employee has had in chemical work as herein defined;

(b) in relation to a tester, a platen-pressman, a clerical employee and a traveller, the total period or periods of employment, which an employee has had as tester, a platen-pressman, a clerical employee and a traveller, respectively;

(c) in relation to a grade I employee, the total period or periods of employment which an employee has had in the Chemical Industry in occupations other than those specified in paragraphs (a), (b) and (d) of this definition; provided that a labourer over the age of 18 years with not less than two years' employment with the same employer as a labourer shall, upon promotion to grade I, be deemed to have had 18 months' experience as a grade I employee;

(d) in relation to a labourer, the total period or periods of employment which an employee has had in the Chemical Industry as a labourer, but for the purpose of calculating the wage of a labourer over 18 years of age shall not include experience as a labourer under the age of 18 years;

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

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

(a) cleaning and/or washing premises, plant, machinery, tools, utensils, containers, animals, furniture, filter presses or other articles (including the opening and closing of filter presses and the removal and replacement of filter cloths);

(b) carrying, moving or stacking goods or other movable property of any description including the occasional operation of a goods lift;

(c) assembling wooden boxes, corrugated fibre-board or similar containers by hand;

(d) loading or unloading;

(e) making or maintaining fires, removing refuse or ashes;

(f) opening or closing boxes, bales or drums (other than by soldering);

(g) feeding and/or sieving materials by hand into elevators, process vats, tanks or other vessels;

(h) opening or closing cocks or valves under the supervision of a foreman, assistant foreman, mechanic or maintenance man, operating a hand pump;

(i) branding, marking, stencilling or affixing ready addressed labels to boxes, bales, drums, or other packages for transport or delivery;

(j) cooking rations for Natives, making tea or similar beverages;

(k) assisting on delivery vans;

(l) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;

(m) stirring ingredients in vats or pans; turning over grain or other raw or semi-manufactured materials;

(n) gardening;

(o) filling containers used for bulk quantities and/or weighing in bulk;

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

"lettersetter", 'n werknemer in diens op lettersetmasjiene, uitgesonderd 'n masjiene vir oordrukke op aptekersetikette, en/of vir die set, of rangskikking van letters, blokke, plate en/of ander nodige materiaal in posisie, vir drukwerk of reliëfwerk, of wat rubberstempels daarvan maak en/of vir die distribusie van sodanige materiaal na gebruik;

"versendingsklerk", 'n werknemer wat verantwoordelik is vir die ontvangs van goedere uit 'n stoor of pakhuis of van afdelings vir versending, en wat toesig kan hou oor die verpakking en/of die bymeekaarmaak van sodanige goedere, die nagaan van pakkette en die weeg, merk of adresseer daarvan;

"noodwerk", enige werk wat weens onvoorsiene oorsake soos brand, storms, ongelukke, gewelddaad of diefstal, sonder versuim verrig moet word, en omvat die werk van of in verband met die laai en aflaai van trokke of voertuie wat aan die Suid-Afrikaanse Spoorweë en Hawens behoort, of voertuie wat gebruik word deur 'n vervoerkontraakteur by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

"inrigting", enige perseel waarin die Chemikaliënwyerheid uitgeoefen word en wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is; "ondervinding"—

(a) met betrekking tot 'n chemikus, 'n chemie-tenikus en 'n leerling-chemie-tenikus, die totale diens tydperk of -typerke van 'n werknemer in chemiese werk, soos hierin omskryf;

(b) met betrekking tot 'n toetser, 'n degelpersdrukker, 'n klerklike werknemer en 'n handelsreisiger, die totale diens tydperk of -typerke van 'n werknemer onderskeidelik as 'n toetser, 'n platpersdrukker, 'n klerklike werknemer of 'n handelsreisiger;

(c) met betrekking tot 'n graad I-werknemer, die totale diens tydperk of -typerke van 'n werknemer in die chemikaliënwyerheid, met uitsondering van werksaamhede wat in paragrawe (a), (b) en (d) van hierdie woordskrywings uitdruklik genoem word; met dien verstande dat dit beskou moet word dat 'n arbeider van oor 18 jaar met minstens twee jaar diens by dieselfde werkgewer as 'n arbeider, as hy tot graad I bevorder word, 18 maande ondervinding as 'n graad I-werknemer, gehad het;

(d) met betrekking tot 'n arbeider, die totale diens tydperk of -typerke van die werknemer as arbeider in die chemiese nywerheid, maar vir die doel om die loon van 'n arbeider oor 18 jaar te bereken, nie die ondervinding as 'n arbeider onder 18 jaar nie;

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

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

(a) Persele, installasie, masjinerie, gereedskap, gerei, houers, diere, meubels, filtreerperse of ander artikels skoonmaak en/of was (met inbegrip van filtreerperse oop- en toemaak en filtreerdoeke verwyder en vervang);

(b) goedere of ander los eiendom van enige aard dra, versit of stapel, met inbegrip van 'n goederehyser af en toe bedien;

(c) houtkissies, riefelkarton of soortgelyke houers met die hand inmeekaarsit;

(d) laai of aflaai;

(e) vure maak of aan die brand hou, afval of as verwyder;

(f) kiste, bale of dromme oop- of toemaak (maar nie deur te soldeer nie);

(g) materiaal met die hand aan elevators, prosesvate, tenks, of ander houers voer en/of sit;

(h) krane of kleppe onder toesig van 'n voorman, assistent-voorman, werktuigkundige of instandhouer oop- of toemaak; 'n handpomp bedien;

(i) kissies, bale, dromme of ander pakkette vir vervoer of aflewering brandmerk, merk, sjabloneer, of klaar-gedresseerde etikette daarop plak;

(j) rantsoene vir Naturelle kook, tee of soortgelyke drank maak;

(k) op afleweringswaens help;

(l) briewe, boodskappe of goedere te voet of met 'n fiets, driewieler of handkar aflewer;

(m) bestanddele in vate of panne roer, graan of ander ru- of halfvervaardigde materiaal omkeer;

(n) tuinmaak;

(o) houers wat vir grootmaathoeveelhede gebruik word, volmaak en/of by grootmaat afweeg;

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

(p) guarding premises or goods by day;

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

"Law" includes the Common Law;

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

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

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

- (a) Pill or tablet making machines;
- (b) homogenisers;
- (c) granulators;
- (d) disintegrators;
- (e) centrifugal separators and filter presses;
- (f) capsule machine;

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

"military training" means continuous training which an employee is required to undergo in terms of section 21 (1), read with sub-sections (1) and (2) of section 22 of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act, nor any other training or service for which he volunteers or which he elects to undergo;

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

"motor vehicle driver" means an employee wholly or mainly engaged in driving a motor vehicle;

"motor vehicle driving" includes all periods of driving and any time spent by the driver on other work connected with the vehicle or the load, and all periods which he is obliged to remain at his post in readiness to work when required;

"night watchman" means an employee who guards premises and/or goods by night and for the purposes of this definition "night" may be regarded as the period between the closing and opening hours of the business of the employer;

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

"platen pressmen" means an employee who is able to make ready and print work on a platen machine (other than a platen machine with automatic feeder larger than 10 inches by 15 inches or a chemist label overprinting machine) including locking up of formes in the machine chase;

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

"Second New Year's Day" means the day immediately following the day on which New Year's Day falls in terms of the Public Holidays Act, provided that where in any year New Year's Day falls on a Saturday, Second New Year's Day shall be observed on the subsequent Monday;

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

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

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

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

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

"unladen weight" means the weight of any motor vehicle as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles, provided that in the case of a two or three wheeled motor vehicle (other than a mechanical horse) the unladen weight shall be deemed to be under 1,000 pounds;

provided that in classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

(p) persele of goedere bedags bewaak;

(q) diere of voëls versorg; voertuie oppas, diere inspan;

"wet", ook die Gemeenereg;

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

"onderhouer of handlanger", 'n werknemer, uitgesonderd 'n werktuigkundige of 'n masjien- en/of installasiebediener, wat installasie of masjinerie onderhou of herstel;

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

- (a) Pil- of tabletvervaardigingsmasjiene;
- (b) homogeniseerders;
- (c) granuleerders;
- (d) disintegreerders;
- (e) sentrifugale afskeiers en filterperse;
- (f) kapsulemasjiene;

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

"militêre opleiding", ononderbroke opleiding wat 'n werknemer verplig is om te ondergaan ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat nie opleiding wat hy mag verkies om te ondergaan ingevolge artikel drie-en-twintig van genoemde Wet nie, ook nie ander opleiding of diens waarvoor hy vrywillig in diens tree of wat hy verkies om te ondergaan nie;

"Motorvoertuig", elke voertuig ontwerp of bedoel vir 'n ander metode van voortbeweging as deur krag van mens of dier, en wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters en omvat 'n voorhaker en 'n trekker;

"motorvoertuigdrywer", 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig dryf;

"motorvoertuie dryf", omvat alle tydperke wat bestuur word en alle tyd deur die bestuurder bestee aan werk in verband met die voertuig of die vrag, en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te werk as dit vereis word;

"nagwag", 'n werknemer wat snags persele en/of goedere bewaak, en vir die toepassing van hierdie woordomskriving kan "nag" as die tydperk tussen die ure wanneer die besigheid van die werkgewer sluit en oopgaan, beskou word;

"stukwerk", elke stelsel waarvolgens die werknemer se besoldiging van die hoeveelheid of omvang van verrigte werk afhang;

"degelpersdrukker", 'n werknemer wat in staat is om werk gereed te maak en, op 'n degelpers te druk (uitgesonderd 'n degelpers met outomatiese voerder van meer as 10 duim by 15 duim, of 'n masjien vir oordruk op aptekersetikette) met inbegrip van die vasdraai van drukvorms in die vormraam;

"monsterjong", 'n werknemer wat 'n handelsreisiger op sy reis vergesel en/of hom behulpsaam is om die voertuig te dryf en/of monsters te verpak, uit te pak en uit te stal;

"Tweede Nuwejaarsdag", die dag wat onmiddellik volg op die dag waarop Nuwejaarsdag val ingevolge die Wet op Openbare Feesdae, met dien verstande dat indien Nuwejaarsdag in enige jaar op 'n Saterdag val, Tweede Nuwejaarsdag op die daaropvolgende Maandag gehou moet word;

"korttyd", 'n tydelike vermindering van die getal gewone werkbare weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaaraking van installasie of masjinerie wat veroorsaak word deur 'n ongeluk of 'n ander onvoorsiene noodgeval;

"stoorman of pakhuisshouer", 'n werknemer wat algemene toesig hou oor voorrade of vervaardigde produkte en wat daarvoor verantwoordelik is om goedere in 'n stoor of pakhuis te ontvang, te bewaar, bymekaar te maak, te verpak of uit te pak en/of goedere uit 'n stoor of pakhuis aan die verbruikersafdeling of vir versending af te lewer;

"toetser", 'n werknemer wat onder toesig van 'n chemikus, 'n chemie-tegnikus of 'n apteker en drogis, uitsluitlik of hoofsaaklik chemiese roetine-toetse uitvoer;

"handelsreisiger", 'n werknemer wat as die reisende verteenwoordiger van 'n inrigting bestellings namens die inrigting van persone vra, werf of versoek vir die verkoop en/of lewering van goedere aan hulle vir herverkoop of vir gebruik of verbruik;

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

"eie gewig", die gewig van enige motorvoertuig soos uitgedruk op 'n lisensie of sertifikaat uitgereik ten opsigte van sodanige voertuig of sleepwa deur enige bestuurder wat wet gemagtig om lisensies ten opsigte van motorvoertuie uit te reik, met dien verstande dat in die geval van twee- of driewielvoertuie (uitgesonderd 'n voorhaker) dit beskou moet word dat die eie gewig onder 1,000 pond is;

met dien verstande dat by die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms dit beskou word dat hy tot die klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) Subject to the provisions of clause 20 of this Agreement, the minimum weekly wages and cost of living allowances that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:—

(a) Employees other than casual employees:—

4. LONE EN LEWENSKOSTETOELAES.

(1) Behoudens die bepalinge van klousule 20 van hierdie Ooreenkoms, is die minimum weekloon en lewenskoste-toelae wat aan ondergenoemde klasse werknemers betaal en deur hulle ontvang moet word, soos volg:—

(a) Werknemers, uitgesonderd los werknemers:—

	Basic Wage per Week.	War Measure C.O.L.A.	Additional C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Chemist and/or chemist and druggist.....	9 0 0	3 8 0	—	12 8 0
Chemical technician.....	8 0 0	3 8 0	—	11 8 0
Foreman.....	6 19 2	3 8 0	—	10 7 2
Learner chemical technician:—				
During first year of experience.....	2 2 0	1 0 9	0 5 0	3 7 9
During second year of experience.....	3 0 0	1 7 6	0 5 0	4 12 6
During third year of experience.....	4 0 0	2 0 0	0 5 0	6 5 0
During fourth year of experience.....	5 0 0	2 8 0	0 5 0	7 13 0
During fifth year of experience.....	6 0 0	2 16 6	—	8 16 6
During sixth year of experience.....	7 0 0	3 8 0	—	10 8 0
Provided that where a learner chemical technician has obtained a degree or an equivalent diploma in chemistry, he shall be deemed to have had three years' experience.				
Machine and/or plant operator.....	3 0 0	1 7 6	0 5 0	4 12 6
Mechanic.....	8 0 0	3 8 0	—	11 8 0
Compositor.....	6 9 2	3 1 0	—	9 10 2
Assistant foreman.....	4 16 7	2 8 0	0 5 0	7 9 7
Maintenance man or handyman.....	5 0 0	2 8 0	0 5 0	7 13 0
Charge hand or team supervisor.....	3 15 0	1 16 9	0 5 0	5 16 9
Boiler attendant.....	2 5 0	1 0 9	0 5 0	3 10 9
Boss-boy or ganger.....	2 5 0	1 0 9	0 5 0	3 10 9
Clerical employee, male:—				
During first year of experience.....	2 3 10	1 0 9	0 5 0	3 9 7
During second year of experience.....	3 0 6	1 10 6	0 5 0	4 16 0
During third year of experience.....	3 17 2	2 0 0	0 5 0	6 2 2
During fourth year of experience.....	4 13 9	2 8 0	0 5 0	7 6 9
During fifth year of experience.....	5 10 4	2 16 6	—	8 6 10
Thereafter.....	6 6 11	3 1 0	—	9 7 11
Clerical employee, female:—				
During first year of experience.....	2 3 10	1 0 9	0 5 0	3 9 7
During second year of experience.....	2 11 11	1 4 9	0 5 0	4 1 8
During third year of experience.....	3 0 0	1 7 6	0 5 0	4 12 6
During fourth year of experience.....	3 8 1	1 13 3	0 5 0	5 6 4
Thereafter.....	3 16 2	2 0 0	0 5 0	6 1 2
Traveller:—				
During first six months of experience.....	6 6 11	3 1 0	—	9 7 11
During second six months of experience.....	6 18 6	3 8 0	—	10 6 6
During third six months of experience.....	7 10 0	3 8 0	—	10 18 0
During fourth six months of experience.....	8 1 6	3 8 0	—	11 9 6
During fifth six months of experience.....	8 13 1	3 8 0	—	12 1 1
During sixth six months of experience.....	9 4 7	3 8 0	—	12 12 7
During seventh six months of experience.....	9 16 2	3 8 0	—	13 4 2
During eighth six months of experience.....	10 7 8	3 8 0	—	13 15 8
Thereafter.....	10 19 3	3 8 0	—	14 7 3
Tester and platen-pressman:—				
During first six months of experience.....	2 4 8	1 0 9	0 5 0	3 10 5
During second six months of experience.....	2 10 5	1 4 9	0 5 0	4 0 2
During third six months of experience.....	2 15 8	1 7 6	0 5 0	4 8 2
During fourth six months of experience.....	3 1 5	1 10 6	0 5 0	4 16 11
Thereafter.....	3 6 2	1 13 3	0 5 0	5 4 5
Sample boy.....	2 10 0	1 2 3	0 5 0	3 17 3
Grade I employee, qualified.....	2 16 6	1 7 6	0 5 0	4 9 0
Grade I employee, unqualified:—				
During first six months of experience.....	1 14 7	0 16 9	0 5 0	2 16 4
During second six months of experience.....	1 19 4	0 18 3	5 0 0	3 2 7
During third six months of experience.....	2 4 1	1 0 9	0 5 0	3 9 10
During fourth six months of experience.....	2 9 7	1 2 3	0 5 0	3 16 10
Thereafter.....	2 9 11	1 2 3	0 5 0	3 17 2
Night watchman.....	2 9 11	1 2 3	0 5 0	3 17 2
Driver of 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	2 8 0	0 5 0	7 13 0
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	6 0 0	2 16 6	—	8 16 6
(iii) exceeds 10,000 lb.....	7 10 0	3 8 0	—	10 18 0
NOTE.—“Grade I employee” means an employee not specified elsewhere in this sub-clause.				
“Grade I employee, qualified” means a grade I employee who has had not less than two years' experience.				
“Grade I employee, unqualified”, means a grade I employee who has had less than two years' experience.				
Labourer, of the age of 18 years and over:—				
During first six months of experience.....	2 0 0	0 18 3	0 5 0	3 3 3
Thereafter.....	2 2 6	1 0 9	0 5 0	3 8 3
Provided that any labourer of the age of 18 years and over, who, at the date of coming into operation of the Agreement or at any date subsequent thereto, shall have had not less than three years continuous service with his employer, shall be paid a wage not less than.....				
	2 5 0	1 0 9	0 5 0	3 10 9
Labourer, under 18 years of age:—				
During first six months of experience.....	1 10 0	0 13 9	0 5 0	2 8 9
Thereafter.....	1 11 6	0 16 9	0 5 0	2 13 3

	Basies loon per week.	Oorlogs- maatregel, L.K.T.	Addisionele L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Chemikus en/of apteker en drogis.....	9 0 0	3 8 0	—	12 8 0
Chemie-tegnikus.....	8 0 0	3 8 0	—	11 8 0
Voorman.....	6 19 2	3 8 0	—	10 7 2
Leerling-chemie-tegnikus—				
Gedurende eerste jaar ondervinding.....	2 2 0	1 0 9	0 5 0	3 7 9
Gedurende tweede jaar ondervinding.....	3 0 0	1 7 6	0 5 0	4 12 6
Gedurende derde jaar ondervinding.....	4 0 0	2 0 0	0 5 0	6 5 0
Gedurende vierde jaar ondervinding.....	5 0 0	2 8 0	0 5 0	7 13 0
Gedurende vyfde jaar ondervinding.....	6 0 0	2 16 6	—	8 16 6
Gedurende sesde jaar ondervinding.....	7 0 0	3 8 0	—	10 8 0
Met dien verstande dat as 'n leerling-chemie-tegnikus 'n graad of 'n gelykwaardige diploma in chemie verkry het, dit gereken moet word dat hy drie jaar ondervinding het.				
Masjien- en/of installasiebediener.....	3 0 0	1 7 6	0 5 0	4 12 6
Werktuigkundige.....	8 0 0	3 8 0	—	11 8 0
Lettersetter.....	6 9 2	3 1 0	—	9 10 2
Assistent-voorman.....	4 16 7	2 8 0	0 5 0	7 9 7
Onderhouer of handlanger.....	5 0 0	2 8 0	0 5 0	7 13 0
Onderbaas of spanopsigter.....	3 15 0	1 16 9	0 5 0	5 16 9
Ketelbediener.....	2 5 0	1 0 9	0 5 0	3 10 9
Baasjong of ploegbaas.....	2 5 0	1 0 9	0 5 0	3 10 9
Klerklike werknemer, manlik—				
Gedurende eerste jaar ondervinding.....	2 3 10	1 0 9	0 5 0	3 9 7
Gedurende tweede jaar ondervinding.....	3 0 6	1 10 6	0 5 0	4 16 0
Gedurende derde jaar ondervinding.....	3 17 2	2 0 0	0 5 0	6 2 2
Gedurende vierde jaar ondervinding.....	4 13 9	2 8 0	0 5 0	7 6 9
Gedurende vyfde jaar ondervinding.....	5 10 4	2 16 6	—	8 6 10
Daarna.....	6 6 11	3 1 0	—	9 7 11
Klerklike werknemer, vroulik—				
Gedurende eerste jaar ondervinding.....	2 3 10	1 0 9	0 5 0	3 9 7
Gedurende tweede jaar ondervinding.....	2 11 11	1 4 9	0 5 0	4 1 8
Gedurende derde jaar ondervinding.....	3 0 0	1 7 6	0 5 0	4 12 6
Gedurende vierde jaar ondervinding.....	3 8 1	1 13 3	0 5 0	5 6 4
Daarna.....	3 16 2	2 0 0	0 5 0	6 1 2
Handelsreisiger—				
Gedurende eerste ses maande ondervinding.....	6 6 11	3 1 0	—	9 7 11
Gedurende tweede ses maande ondervinding.....	6 18 6	3 8 0	—	10 6 6
Gedurende derde ses maande ondervinding.....	7 10 0	3 8 0	—	10 18 0
Gedurende vierde ses maande ondervinding.....	8 1 6	3 8 0	—	11 9 6
Gedurende vyfde ses maande ondervinding.....	8 13 1	3 8 0	—	12 1 1
Gedurende sesde ses maande ondervinding.....	9 4 7	3 8 0	—	12 12 7
Gedurende sewende ses maande ondervinding.....	9 16 2	3 8 0	—	13 4 2
Gedurende agste ses maande ondervinding.....	10 7 8	3 8 0	—	13 15 8
Daarna.....	10 19 3	3 8 0	—	14 7 3
Toetser en degelpersdrukker—				
Gedurende eerste ses maande ondervinding.....	2 4 8	1 0 9	0 5 0	3 10 5
Gedurende tweede ses maande ondervinding.....	2 10 5	1 4 9	0 5 0	4 0 2
Gedurende derde ses maande ondervinding.....	2 15 8	1 7 6	0 5 0	4 8 2
Gedurende vierde ses maande ondervinding.....	3 1 5	1 10 6	0 5 0	4 16 11
Daarna.....	3 6 2	1 13 3	0 5 0	5 4 5
Monsterjong.....	2 10 0	1 2 3	0 5 0	3 17 3
Graad I-werknemer, gekwalifiseer.....	2 16 6	1 7 6	0 5 0	4 9 0
Graad I-werknemer, ongekwalifiseer—				
Gedurende eerste ses maande ondervinding.....	1 14 7	0 16 9	0 5 0	2 16 4
Gedurende tweede ses maande ondervinding.....	1 19 4	0 18 3	0 5 0	3 2 7
Gedurende derde ses maande ondervinding.....	2 4 1	1 0 9	0 5 0	3 9 10
Gedurende vierde ses maande ondervinding.....	2 9 7	1 2 3	0 5 0	3 16 10
Daarna.....	2 9 11	1 2 3	0 5 0	3 17 2
Nagwag.....				
Drywer van 'n motorvoertuig waarvan die gewig sonder vrag tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens deur so 'n voertuig getrek—				
(i) nie meer as 6,000 lb. is nie.....	5 0 0	2 8 0	0 5 0	7 13 0
(ii) meer as 6,000 lb. is maar nie meer as 10,000 lb. nie.....	6 0 0	2 16 6	—	8 16 6
(iii) meer as 10,000 lb. is.....	7 10 0	3 8 0	—	10 18 0
LET WEL.—„Graad I-werknemer” beteken 'n werknemer nie elders in hierdie sub-klousule gespesifiseer nie.				
„Graad I-werknemer gekwalifiseer” beteken 'n graad I werknemer met minstens twee jaar ondervinding.				
„Graad I-werknemer, ongekwalifiseer” beteken 'n graad I-werknemer met minder as twee jaar ondervinding				
Arbeider, ouderdom 18 jaar en ouer—				
Gedurende eerste ses maande ondervinding.....	2 0 0	0 18 3	0 5 0	3 3 3
Daarna.....	2 2 6	1 0 9	0 5 0	3 8 3
Met dien verstande dat enige arbeider van 18 jaar en ouer, wat op die datum waarop hierdie Ooreenkoms in werking tree, of op enige later datum, minstens drie jaar aaneenlopende diens by sy werkgever gehad het, 'n loon betaal moet word van minstens.....				
Arbeider onder 18 jaar—				
Gedurende eerste ses maande ondervinding.....	1 10 0	0 13 9	0 5 0	2 8 9
Daarna.....	1 11 6	0 16 9	0 5 0	2 13 3

(b) Casual employees—

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

(b) Los werknemers:—

- In die geval van die werknemers vir wie 'n stygende besoldigingskaal voorgeskryf is: Een-vierde van die hoogste weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat van 'n los werknemer vereis word vir elke dag of gedeelte van 'n dag wat hy in diens is.
- In die geval van alle ander werknemers, een-vierde van die weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat van 'n los werknemer vereis word vir elke dag of gedeelte van 'n dag wat hy in diens is.

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

(3) *Differential Rates of Remuneration.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour either in addition to his own work or in substitution therefor, work of another class for which a higher rate of remuneration is prescribed in sub-clause (1) shall pay such employee at the higher rate of remuneration in respect of the whole day on which he performs such work; provided that where the sole difference between classes is in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

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

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

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

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

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

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

(a) five shillings for each such period of absence not extending over a night;

(b) twenty-two shillings and six pennies for each night where such period of absence extends over one or more nights;

(ii) 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—

(a) one shilling for each such period of absence not extending over a night;

(b) five shillings 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.

(B) *Transport Allowance and Expenses.*—(i) A traveller who uses his employer's motor vehicle or who is required to travel by train or any other but his own means of conveyance, shall be re-imbursed by his employer 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 overnight garaging of a motor vehicle shall be deemed to be a transport expense.

(ii) 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 duties.

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

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

(9) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is, in terms of clause 4 (1), paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class and area.

(10) *Savings.*—Nothing in this Agreement shall operate to reduce the wage paid to an employee who, on the date this Agreement comes into operation, is in receipt of a wage higher than the wage prescribed for him in this section, and such employee shall continue to be paid and be entitled to a wage not lower than such higher wage as if such higher wage was the minimum wage prescribed for him in this section.

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

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

(4) *Berekening van daaglikse besoldiging.*—Vir die toepassing van subklousule (3), moet die besoldiging wat ten opsigte van een dag betaalbaar is, minstens een-vyfde wees van die weeklikse besoldiging wat in subklousule (1) voorgeskryf word vir die werk met hoër besoldiging wat verrig is.

(5) *Kontrakbasis.*—'n Werknemer word as 'n weeklikse werknemer beskou tensy hy binne die woordeskrif van "los werknemer" val, en behoudens soos bepaal in klousule 5 (7), moet minstens die volle besoldiging soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, aan hom betaal word, ongeag of hy die maksimum getal gewone ure wat in klousule 6 (1) voorgeskryf word, of minder gewerk het, en hy is onderworpe aan die ander voorwaardes (vir sover hulle van toepassing is) wat vir die werknemer voorgeskryf is.

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

(b) 'n Lys van die stukwerkskale wat in paragraaf (a) genoem word, moet op 'n opvallende plek in die inrigting vertoon gehou word en mag nie verander word nie, uitgesonderd na kennisgewing van een week.

(7) (A) *Verblyftoelae.*—Benewens die lone wat in subklousule (1) voorgeskryf word—

(i) moet 'n reisiger wat 'n reis onderneem ter uitvoering van sy pligte en wat langer as ses agtereenvolgende ure van sy woonplek en sy werkgewer se inrigting afwesig is, 'n verblyftoelae betaal word van minstens—

(a) vyf sjielings vir elke tydperk van afwesigheid wat nie oor 'n nag strek nie;

(b) twee-en-twintig sjielings en ses pennies vir elke nag ingeval so 'n tydperk van afwesigheid oor één of meer nagte strek;

(ii) moet 'n monsterjong wat 'n reisiger op 'n reis vergesel wat deur die reisiger onderneem word ter uitvoering van sy pligte, en wat vir langer as ses agtereenvolgende ure van sy woonplek en sy werkgewer se inrigting afwesig is, 'n verblyftoelae van minstens die volgende betaal word:—

(a) Een sjieling vir elke tydperk van afwesigheid wat nie oor 'n nag strek nie;

(b) vyf sjielings vir elke nag ingeval so 'n afwesigheid oor een of meer nagte strek;

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

(B) *Reistoelae en -koste.*—(i) 'n Werkgewer moet 'n handelsreisiger wat die werkgewer se motorvoertuig gebruik of wat verplig is om per trein of met enige ander vervoermiddel, uitgesonderd sy eie, te reis, vergoed vir alle redelike uitgawes wat hy in verband met die vervoer ter uitvoering van sy pligte aangaan, en vir die toepassing van hierdie subklousule word dié bewaring van die motorvoertuig snags in 'n garage as 'n vervoeruitgawe beskou.

(ii) Die werkgewer moet sy handelsreisiger wat verplig is om 'n motorvoertuig te verskaf vir die uitvoering van sy pligte, 'n omvattende vervoertoelae betaal van minstens 7½ pennies vir elke myl wat ter uitvoering van sy pligte afgeleg word.

(C) Die werkgewer moet alle toelae of uitgawes wat ingevolge hierdie subklousule aan 'n werknemer betaalbaar is, binne sewe dae na die werknemer se skriftelike eis daarom betaal; met dien verstande dat 'n werknemer nie meer as een eis vir sulke toelae en uitgawes in een week mag indien nie.

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

(9) *Berekening van maandloon.*—Ingeval die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 4 (1), maandeliks betaal word, moet die bedrag bereken word teen 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf is.

(10) *Voorbehoudsbepalings.*—Geen bepaling van hierdie Ooreenkoms het die uitwerking dat die loon van 'n werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as wat in hierdie artikel vir hom voorgeskryf word, verminder word nie, en sodanige werknemer is geregtig op 'n loon, waarvan betaling aan hom gehandhaaf moet word, ten bedrae van minstens daardie hoër loon, asof daardie hoër loon die minimum loon is wat in hierdie artikel vir hom voorgeskryf word.

5. PAYMENT OF REMUNERATION.

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

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

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

(4) *Premiums.*—No payment shall be made to or be 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, and the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

- With the written consent of his employee, deductions for holiday, sick, insurance, provident or pension funds;
- save as provided in clause 8 (1) when his employee absents himself from work or is absent owing to accident or ill-health a deduction proportionate to the period of such absence;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- contributions in terms of clause 17 of this Agreement;
- when an employee agrees to accept board and/or lodging from his employer a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
(i) Board.....	0 3 0	0 13 0
(ii) Lodging.....	0 2 0	0 8 8
(iii) Board and lodging.....	0 5 0	1 1 8

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

- no deduction shall be made in respect of the first hour of short-time caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;
- 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;
- with the written consent of his employee subscriptions to the Funds of the Trade Union.

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—
 - forty-five in any week from Monday to Friday inclusive;
 - nine in any day; provided that the weekly hours do not exceed forty-five;
- in the case of a casual employee eight and one-half in any day.

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

- 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;
- an employee who is required or permitted to work for two or more periods broken by intervals of less than one hour other than an interval referred to in sub-clause (3), the said periods of work totalling more than five hours shall be deemed to have been employed for more than five hours continuously;

5. BETALING VAN BESOLDIGING.

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

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

(3) *Wyse van besoldiging.*—'n Werkgewer moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende die werktid betaal, en die besoldiging moet in 'n verseëelde koert wees waarop die werkgewer en werknemer se name, die werknemer se beroep, die aantal gewone en oortydure wat gewerk is, die tydperk waarvoor besoldiging moet geskied en die bedrag daarin, aan die buitekant vermeld moet word.

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

(5) *Koop van goedere.*—'n Werkgewer mag nie sy werknemers verplig om goedere van hom of van 'n winkel of 'n persoon wat hy aanwys, te koop nie.

(6) *Losies en inwoning.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturelle-arbeid Regelingswet, 1911, mag 'n werkgewer nie 'n werknemer verplig om van hom of van 'n persoon of 'n plek wat hy aanwys, losies en/of inwoning aan te neem nie.

(7) *Boetes en aftrekkings.*—'n Werkgewer mag nie sy werknemer boetes ople of bedrae van sy loop aftrek nie, met uitsondering van die volgende:—

- Met die skriftelike toestemming van sy werknemer, aftrekkings ten opsigte van verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse;
- behoudens soos bepaal in klousule 8 (1), as 'n werknemer van sy werk af wegbly of afwesig is weens 'n ongeluk of siekte, 'n aftrekking in verhouding tot die tydperk van die afwesigheid;
- 'n aftrekking van elke bedrag wat 'n werkgewer kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- bydraes ingevolge die bepalings van klousule 17 van hierdie Ooreenkoms;
- as 'n werknemer instem om losies en/of inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die volgende bedrae:—

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

(f) as korttyd in 'n inrigting ingevoer word, 'n aftrekking van 1/45ste van die weeklikse besoldiging wat in klousule 4 voorgeskryf is vir 'n werknemer van sy klas, ten opsigte van elke uur van die korttyd;

met dien verstande dat—

- geen aftrekking gemaak mag word nie t.o.v. die eerste uur korttyd wat veroorsaak word deur 'n algemene onklaarraking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene noodtoestand veroorsaak word;
- geen aftrekking in die geval van korttyd wat deur 'n slapte in die bedryf veroorsaak word, gemaak mag word nie, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om korttyd in te voer;
- met die skriftelike toestemming van sy werknemer, ledegelde aan die fondse van 'n vakvereniging.

6. WERKURE, GEWONE EN OORTYDURE, EN BESOLDIGING VIR OORTYD.

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

- In die geval van 'n werknemer, uitgesonderd 'n los werknemer—
 - 45 in 'n week van Maandag af tot en met Vrydag;
 - nege op 'n dag; met dien verstande dat die weeklikse ure 45 nie te bowe mag gaan nie;
- in die geval van 'n los werknemer, 8½ uur op 'n dag.

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

- as die onderbreking langer as een uur duur, elke tydperk oor een uur as gewone werkure gereken moet word;
- as 'n werknemer verplig of toegelaat word om vir twee of meer tydperke wat deur 'n pouse van minder as een uur onderbreek is, te werk, uitgesonderd 'n onderbreking wat in subklousule (3) genoem is, en genoemde werktye altesame meer as vyf uur beloop, dit beskou moet word dat hy langer as vyf uur aaneen op diens was;

(iii) an employee who is a female shall not be required to work between 6 p.m. and 6 a.m.

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

(a) the middle of each morning work period;

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

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

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

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

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

(a) six hours in any week;

(b) two hours in any day, from Monday to Friday inclusive;

(c) five hours on any Saturday, subject to the provisions of (a).

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

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than sixty days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee two shillings and sixpence in sufficient time to enable the employee to obtain a meal before overtime is due to commence.

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

(a) in the case of an employee, other than a casual employee one and a half times the employee's ordinary wage;

(b) in the case of a casual employee one and a half times the remuneration prescribed in clause 4 (1) (b) divided by eight and one-half;

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

(8) *Sundays and all Statutory Public Holidays and Second New Year's Day.*—(i) *Sundays.*—Time worked on a Sunday shall not be deemed to be part of the ordinary hours of work or overtime but shall be paid for at the following rates:—

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

(b) in the case of a casual employee, double the remuneration prescribed in clause 4 (1) (b) for each day or part thereof worked.

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

(a) in the case of an employee other than a casual employee, at his ordinary rate of remuneration in respect of each hour or part of an hour worked, in addition to one day's pay in terms of clause 7 (5);

(b) in the case of a casual employee, double the remuneration prescribed in clause 4 (1) (b) for each day or part thereof worked;

provided that this shall not apply in respect of any statutory public holiday or Second New Year's Day falling on a Saturday, in which case the payment due shall be in accordance with the provisions of sub-clause (7) of this clause.

(9) *Savings.*—The provisions of this clause shall not apply to—

(i) travellers, sample boys or night watchmen;

(ii) employees in receipt of £780 per annum or over, including cost of living allowance.

The provisions of sub-clauses (3), (4) and (6) of this clause shall not apply to male employees engaged in emergency work.

(iii) 'n vroulike werknemer nie verplig kan word om tussen 6 nm. en 6 vm. te werk nie.

(3) *Ruspouses.*—'n Werkgewer moet 'n ruspouse van minstens tien minute toestaan aan elkeen van sy werknemers, met uitsondering van 'n nagwag, 'n motorvoertuigdrywer, 'n drywer van 'n dierevoertuig, 'n werknemer wat boodskappe of goedere aflewer of persele of goedere gedurende die dag bewaak, so na as moontlik aan—

(a) die middel van elke oggendskof;

(b) die middel van elke middagskof as die tydperk langer as drie uur is;

waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en die ruspouse moet as deel van die gewone werkure beskou word.

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

(5) *Oortyd.*—Alle tyd wat oor die maksimum getal gewone daaglikse werkure, soos in subklousule (1) voorgeskryf, gewerk word, en enige tyd wat op Saterdag gewerk word, word as oortyd beskou.

(6) *Beperking van oortyd.*—(1) 'n Werkgewer mag nie sy werknemer verplig of hom toelaat om langer oortyd te verrig nie as—

(a) ses uur in 'n week;

(b) twee uur op 'n dag van Maandag tot en met Vrydag;

(c) vyf uur op 'n Saterdag, behoudens die bepalinge van (a).

(2) Met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of haar toelaat om oortyd soos volg te werk nie—

(a) langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as sestig dae in 'n jaar;

(d) langer as een uur na voltooiing van haar gewone werkure op 'n dag, tensy hy haar—

(i) voor 12-uur middag daarvan in kennis gestel het; of

(ii) 'n behoorlike ete verskaf het voor sy met oortydwerk moet begin; of

(iii) betyds twee sjielings en ses pennies betaal het om haar in staat te stel om 'n ete te nuttig voordat sy met oortyd moet begin.

(7) *Besoldiging vir oortyd.*—'n Werkgewer moet aan elkeen van sy werknemers t.o.v. 'n uur of gedeelte van 'n uur wat oortyd gewerk is, minstens onderstaande lone betaal:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, 1½ maal die werknemers se gewone besoldiging;

(b) in die geval van 'n los werknemer, 1½ maal die besoldiging wat in klousule 4 (1) (b) voorgeskryf is, gedeel deur 8½; met dien verstande dat oortyd op 'n daaglikse basis bereken moet word, en wanneer minder as 30 minute oortyd op 'n dag verrig is, dit vir doeleindes van besoldiging as 'n halfuur beskou moet word.

(8) *Sondae en alle wetlike openbare vakansiedae en Tweede Nuwejaarsdag.*—(i) *Sondae.*—Tyd wat op Sondag gewerk word, word nie as deel van die gewone werkure of as oortyd beskou nie, maar besoldiging daarvoor moet teen onderstaande loonskale betaal word:—

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

(b) in die geval van 'n los werknemer, dubbel die besoldiging soos voorgeskryf in klousule 4 (1) (b) vir elke dag of gedeelte van 'n dag wat gewerk word.

(ii) *Wetlike openbare vakansiedae en Tweede Nuwejaarsdag.*—Vir tyd waarin werk op enigiens van die wetlike openbare vakansiedae wat in klousule 7 (5) genoeg is of op Tweede Nuwejaarsdag verrig word, moet besoldiging teen onderstaande loonskale betaal word:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, teen sy gewone besoldiging t.o.v. elke uur of gedeelte van 'n uur wat gewerk is, benewens een dag-se besoldiging ingevolge klousule 7 (5);

(b) in die geval van 'n los werknemer, dubbel die besoldiging voorgeskryf in klousule 4 (1) (b) vir elke dag of gedeelte daarvan wat gewerk is;

met dien verstande dat dit nie van toepassing is ten opsigte van 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag wat op 'n Saterdag val nie en in so 'n geval moet die verskuldigde besoldiging ooreenkomstig die bepalinge van subklousule (7) van hierdie klousule betaal word.

(9) *Voorbehoudsbepalinge.*—Die bepalinge van hierdie klousule is nie van toepassing op die volgende nie:—

(i) Handelsreisigers, monsterjongens of nagwagte;

(ii) werknemers wat £780 per jaar of meer ontvang, met inbegrip van lewenskostetoelae.

Die bepalinge van subklousules (3), (4) en (6) van hierdie klousule is nie van toepassing op manlike werknemers wat noodwerk verrig nie.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Subject to the provisions of sub-clause (2) of this clause, all employees shall be granted annual leave due to them between the 15th December each year and the 14th January of the following year as follows:—

- (a) Every employee who, on the 15th December each year has completed one year's continuous employment with his employer, shall be granted not less than two consecutive weeks' leave and shall be paid in respect of each week thereof not less than the weekly remuneration which he was receiving immediately before the commencement of such leave.
- (b) When any statutory public holiday or Second New Year's Day fall within the period during which the establishment is closed for the annual holiday period, a further day's leave with full pay (including cost of living allowance) shall be added to the said period of two consecutive weeks in respect of each such day; provided that if any such statutory public holiday or Second New Year's Day falls on a Saturday, the provisions of this paragraph shall not apply in respect of such day.
- (c) Any employee who on the 15th December of any year has not completed twelve (12) months' continuous employment with his employer and whose employment has not been terminated shall be paid—
 - (i) for each completed week of employment in that year up to the 15th December not less than the weekly remuneration he was receiving on the said 15th December divided by twenty-six;
 - (ii) for any statutory public holiday or Second New Year's Day which fall within the period during which the establishment is closed for the annual holiday period, an amount equal to the weekly remuneration which he was receiving on the day the establishment closed for the annual holiday period divided by five; provided that if any such statutory public holiday or Second New Year's Day fall on a Saturday the provisions of this sub-paragraph shall not apply in respect of such day.
- (d) Upon termination of employment an employee shall be paid in respect of each completed week of employment calculated from the 15th December of the previous year or the date of engagement, whichever is the shorter period, not less than the weekly remuneration he was receiving immediately before termination of service divided by twenty-six.
- (e) Where an employee's service terminates immediately before any of the statutory public holidays or Second New Year's Day falling between the 15th December of each year and the 14th January of the following year, he shall be entitled to payment for such public holidays and Second New Year's Day, provided they fall within an extended period calculated as follows:—

One working day in respect of each completed month of service (calculated from the 15th December of the previous year or from date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any statutory public holiday or Second New Year's Day fall within such added period, the employee shall be paid in respect of each such holiday or Second New Year's Day not less than the weekly remuneration he was receiving immediately prior to the date of termination of service divided by five; provided that if any such statutory public holiday or Second New Year's Day fall on a Saturday the provisions of this paragraph shall not apply in respect of such day.

(2) An employer and his clerical employee or night watchman may by mutual agreement decide that such employee may take his two consecutive week's annual leave at a period other than between the 15th December and the ensuing 14th January and in that event the following conditions shall apply:—

- (a) The leave shall be granted at a time to be fixed by the employer; provided that—
 - (i) an employer may require his employee to take his annual leave before the completion of the year of employment to which it relates;
 - (ii) if such leave has not been granted earlier it shall be granted within two months of the completion of the year to which it relates;
 - (iii) if any statutory public holiday or Second New Year's Day fall within the period of such leave a further day's leave on full pay (including cost of living allowance) shall be added to the two weeks' annual leave in respect of each such public holiday or Second New Year's Day; provided that if any such statutory public holiday or Second New Year's Day fall on a Saturday the provisions of this paragraph shall not apply in respect of such day.
- (b) An employee whose contract of employment terminates—
 - (a) in the first year of employment with the same employer before the completion of such year;
 - (b) in any subsequent year of employment with the same employer before the completion of such year;

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

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet jaarlikse verlof waarop die werknemers geregtig is elke jaar tussen 15 Desember en 14 Januarie van die daaropvolgende jaar soos volg aan hulle toegestaan word:—

- (a) 'n Werknemer wat op 15 Desember van elke jaar oor een jaar ononderbroke diens by sy werkgever beskik, moet minstens twee agtereenvolgende weke verlof toegestaan word, en ten opsigte van elke week van sodanige verlof minstens die weeklikse besoldiging ontvang waarop hy net voor die aanvang van die verloftydperk geregtig was.
- (b) Indien 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag binne die tydperk val waarin die inrigting gesluit is tydens die jaarlikse vakansie tydperk, moet nog 'n dag verlof met volle besoldiging (met inbegrip van lewenskostetoelae) by die betrokke tydperk van twee weke t.o.v. elke sodanige dag bygevoeg word; met dien verstande dat as so 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op sodanige dag van toepassing is nie.
- (c) 'n Werknemer wat op 15 Desember van enige jaar nie oor twaalf (12) maande ononderbroke diens by sy werkgever beskik nie, en wie se diens nie beëindig is nie, moet besoldig word teen—
 - (i) minstens die weeklikse besoldiging waarop hy op 15 Desember geregtig was, gedeel deur 26 vir elke voltooide week van diens tot 15 Desember in daardie jaar;
 - (ii) 'n bedrag gelyk aan die weeklikse besoldiging waarop hy geregtig was op die dag waarop die inrigting met die oog op die jaarlikse vakansie gesluit het, gedeel deur vyf, vir enige wetlike openbare vakansiedag of Tweede Nuwejaarsdag wat binne die tydperk val waarin die inrigting gesluit is met die oog op die jaarlikse vakansie tydperk; met dien verstande dat as so 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie subparagraaf nie ten opsigte van so 'n dag van toepassing is nie.
- (d) By diensbeëindiging moet 'n werknemer ten opsigte van elke voltooide week diens, bereken van 15 Desember van die vorige jaar af, of die datum van indiensneming, na gelang van die kortste, teen minstens die loon besoldig word wat hy ontvang het onmiddellik voor die diensbeëindiging, gedeel deur 26.
- (e) Indien 'n werknemer se diens beëindig word net voor een van die wetlike openbare vakansiedae of Tweede Nuwejaarsdag wat tussen 15 Desember van elke jaar en 14 Januarie van die daaropvolgende jaar val, is hy geregtig op besoldiging vir sulke vakansiedae; met dien verstande dat hulle binne 'n verlengde tydperk val wat soos volg bereken word:—

Een werkdag t.o.v. elke voltooide maand diens (bereken van 15 Desember van die voorafgaande jaar af, of van die datum van indiensneming af, na gelang van die kortste) moet gevoeg word by die datum waarop die werknemer se diens eindig en indien 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag binne so 'n bykomende tydperk val, moet die werknemer besoldig word, t.o.v. elke sodanige vakansiedag teen minstens die weeklikse loon wat hy net voor die datum van diensbeëindiging ontvang het, gedeel deur vyf; met dien verstande dat as sodanige wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op so 'n dag van toepassing is nie.

(2) 'n Werkgever kan met sy klerklike werknemers en nagwagte onderling ooreenkom om hul twee agtereenvolgende weke verlof jaarliks te neem op 'n tyd wat nie tussen 15 Desember en die daaropvolgende 14 Januarie val nie en in daardie geval is onderstaande voorwaardes van toepassing:—

- (a) Die verlof moet op 'n tydstop toegestaan word wat deur die werkgever vasgestel is; met dien verstande dat—
 - (i) 'n werkgever sy werknemer kan verplig om sy jaarlikse verlof te neem voor die einde van die diensjaar waarop dit betrekking het;
 - (ii) indien sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande voor die end van die jaar waarop dit betrekking het, toegestaan moet word;
 - (iii) indien 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag binne die tydperk van sodanige verlof val, nog 'n dag verlof met volle besoldiging (met inbegrip van lewenskostetoelae) by die twee weke jaarlikse verlof gevoeg moet word t.o.v. elke sodanige openbare vakansiedag of Tweede Nuwejaarsdag; met dien verstande dat as so 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op so 'n dag van toepassing is nie.
- (b) 'n Werknemer wie se dienskontrak eindig—
 - (a) in die eerste jaar diens by dieselfde werkgever voor die voltooiing van die diensjaar;
 - (b) in 'n daaropvolgende diensjaar by dieselfde werkgever voor die end van die diensjaar;
 moet by die beëindiging t.o.v. elke voltooide week diens besoldig word teen minstens die weeklikse besoldiging waarop hy net voor die datum van beëindiging geregtig was, gedeel deur 26.

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

(4) *All Statutory Public Holidays and Second New Year's Day.*—In addition to the annual leave prescribed in this clause an employee other than a casual employee or a night watchman shall be entitled to and be granted leave on all statutory public holidays and Second New Year's Day and shall be paid in respect of each such day not less than one-fifth of the weekly remuneration which he was receiving immediately before such day; provided that if the exigencies of the trade so require an employee may be required to work on such days; and provided further that if any such public holiday or Second New Year's Day fall on a Saturday the provisions of this sub-clause shall not apply in respect of such day.

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

(a) "the same employer" includes in the case of the sale of a business other than an insolvent business, the new owner of the business, for the period during which such new owner continues to carry on the business in which the employee concerned is employed; and

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

- (i) absent on leave in terms of sub-clauses (1) and (2);
- (ii) required to undergo military training;
- (iii) absent from work on the instructions or at the request of his employer;
- (iv) absent on sick leave in terms of clause 8; amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

(a) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of the Agreement, published under Government Notice No. 1110, dated the 1st August, 1958, or in terms of any exemption granted by the Council from the provisions of the said Agreement from the date on which such employee became entitled to such leave under the said Agreement or exemption;

(b) in the case of an employee who was in employment before the date of commencement of the Agreement referred to in sub-paragraph (a) above and to whom the said Agreement applied but who had to become entitled to leave in terms thereof or in terms of any exemption granted by the Council from the provisions of the said Agreement from the date on which such employment commenced;

(c) in the case of any other employee, from the date such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

(6) The period of annual leave prescribed in this clause shall not be concurrent with any period during which the employee is required to undergo military training.

8. SICK LEAVE.

(1) An employer shall grant to his employee, who after two months' employment with him is absent from work through incapacity, ten work days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the remuneration he would have received had he worked during such period; provided—

(i) that an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any period of absence in excess of two days owing to incapacity, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;

(ii) that where in any establishment there exists or may be established by virtue of an agreement between an employer and his employees or between the employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is in case of absence or absences from work on account of incapacity entitled to receive in the aggregate in any one year, not less than an amount equivalent to his full wages for four weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply;

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

(3) 'n Werknemer wat kragtens die bepalings van hierdie klousule op verlof geregtig geword het en wie se diens tyd eindig voor sodanige verlof toegestaan is, moet by die beëindiging t.o.v. elke week daarvan besoldig word teen minstens die weeklikse besoldiging wat hy onmiddellik voor die datum van die beëindiging ontvang het.

(4) *Alle wetlike openbare vakansiedae en Tweede Nuwejaarsdag.*—Benewens die jaarlikse verlof, voorgeskryf in hierdie klousule, is 'n werknemer, uitgesonderd 'n los werknemer of nagwag, geregtig op en moet verlof aan hom toegestaan word op alle wetlike openbare vakansiedae en Tweede Nuwejaarsdag, en moet 'n bedrag van minstens een-vyfde van die weeklikse besoldiging aan hom betaal word wat hy onmiddellik voor die dag t.o.v. elke sodanige dag ontvang het; met dien verstande dat as die behoeftes van die bedryf dit vereis, 'n werknemer verplig kan word om op sulke dae te werk; en voorts met dien verstande dat as een van die vakansiedae of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie subklousule nie t.o.v. so 'n dag van toepassing is nie.

(5) Vir die toepassing van hierdie klousule omvat die uitdrukking—

(a) „dieselfde werkgewer” ingeval die besigheid verkoop word, uitgesonderd 'n insolvente besigheid, die nuwe eienaar van die besigheid vir die tydperk wat die nuwe eienaar die besigheid, waarin die betrokke werknemer in diens is, voortsit; en

(b) „diens” enige tydperk of tydperke, wat 'n werknemer—

- (i) kragtens subklousules (1) en (2) met verlof afwesig is;
- (ii) verplig word om militêre opleiding te ondergaan;
- (iii) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (iv) kragtens klousule 8 met siekteverlof afwesig is; wat tesame hoogstens tien weke in 'n jaar beloop en beskou word dat dit—

(a) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms ingevalge die Ooreenkoms op verlof geregtig geword het wat by Goewermentskennisgewing No. 1110 van 1 Augustus 1958 gepubliseer is, of kragtens enige vrystelling van die bepalings van genoemde Ooreenkoms, wat deur die Raad verleen is, op die datum begin waarop so 'n werknemer kragtens genoemde Ooreenkoms of vrystelling op verlof geregtig geword het;

(b) in die geval van 'n werknemer wat voor die aanvangsdatum van hierdie Ooreenkoms in diens was, wat in bogenoemde subparagraaf (a) genoem word en op wie genoemde Ooreenkoms van toepassing is, maar wat nie op die verlof kragtens die bepalings daarvan geregtig geword het nie of kragtens enige vrystelling van die bepalings van genoemde Ooreenkoms, wat deur die Raad verleen is, op die datum begin waarop sodanige diens 'n aanvang geneem het;

(c) in die geval van enige ander werknemer, op die datum begin waarop die werknemer by sy werkgewer in diens getree het of, na gelang van die jongste datum, vanaf die inwerkingtreding van hierdie Ooreenkoms.

(6) Die tydperk van jaarlikse verlof wat in hierdie klousule voorgeskryf is, mag nie saamval met 'n tydperk waarin die werknemer verplig is om militêre opleiding te ondergaan nie.

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet sy werknemer wat na twee maande diens by hom van sy werk afwesig is weens ongeskiktheid, altesaam tien werkdage siekteverlof gedurende 'n jaar diens by hom toestaan en moet hom t.o.v. die tydperk van afwesigheid ingevalge hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het; met dien verstande dat—

(i) 'n werkgewer, as 'n voorgestelde voorwaarde dat hy 'n bedrag moet betaal wat 'n werknemer t.o.v. 'n tydperk van afwesigheid van meer as twee dae weens ongesteldheid geëis het, kan eis dat die werknemer 'n sertifikaat voorleë wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongesteldheid uiteensit;

(ii) as daar kragtens 'n ooreenkoms tussen die werkgewer en sy werknemers of tussen 'n werkgewer en 'n behoorlik geregistreerde vakvereniging 'n siektebystand- of voorsorgsfonds in 'n inrigting bestaan of gestig gaan word, waarvan die werkgewer t.o.v. elkeen van sy werknemers 'n bedrag bydra van minstens die bedrag wat die werknemer betaal of moet betaal, en uit welke fonds 'n werknemer in die geval van afwesigheid van werk weens siekte of ongeval, geregtig is om t.o.v. so 'n afwesigheid of afwesighede altesaam in 'n jaar minstens 'n bedrag te ontvang wat gelyk is aan sy volle loon vir vier weke, by afwesigheid of afwesighede onder omstandighede wat wesenlik vir die werknemer nie minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie;

(iii) as 'n werkgewer by wet verplig word om geld te betaal vir hospitaal- of geneeskundige behandeling t.o.v. 'n werknemer en hy dié geld betaal, die bedrag aldus betaal afgetrek kan word van die besoldiging verskuldig t.o. ongesteldheid ingevalge hierdie klousule;

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

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

(3) Sick leave and annual leave shall not run concurrently.

(4) For the purpose of this clause the expression "Incapacity" means inability to work owing to sickness other than that caused by an employee's own misconduct or an injury sustained in an accident compensable under the Workmen's Compensation Act, 1941, as amended.

9. UNIFORMS.

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

10. EXISTING CONTRACTS.

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

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

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

12. PROPORTION OR RATIO.

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

(6) For the purposes 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 and area may be deemed to be a qualified employee.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) *Period of Notice*.—Subject to—

(a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient;

(b) the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or two weeks' as the case may be;

(c) the provisions of sub-clause (8) of this clause: An employer and his employees shall, in the case of weekly paid employees, give not less than one week's notice and in the case of a monthly paid employee, not less than two weeks' notice, of his intention to terminate the contract of employment.

(2) *Payment or Forfeiture in Lieu of Notice*.—In the event of an employer or an employee failing to give notice as provided in sub-clause (1) hereof, he shall pay or forfeit respectively—

(a) in the case of a weekly paid employee, one week's pay;

(b) in the case of a monthly paid employee, two week's pay; at the rate of pay which such employee was receiving immediately before the date of such termination.

(iv) as 'n werkgewer t.o.v. 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, verplig is om 'n werknemer kragtens enige ander wet sy volle loon te betaal, en hy die loon aldus betaal, die bepaling van hierdie klousule nie van toepassing is nie.

(2) Vir die toepassing van hierdie klousule het die uitdrukking "dieselfde werkgewer" en "diens" dieselfde betekenis as in klousule 7 (6).

(3) Siekteverlof en jaarlikse verlof mag nie saamval nie.

(4) Vir die toepassing van hierdie klousule beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens siekte, uitgesonderd siekte veroorsaak deur 'n werknemer se eie wangedrag of 'n besering opgedoen in 'n ongeluk wat vergoedbaar is ingevolge die Ongevallewet, 1941, soos gewysig.

9. UNIFORMS.

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

10. BESTAANDE KONTRAKTE.

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

11. VERBOD OP INDIENSNEMING VAN PERSONE ONDER VYFTIEN JAAR.

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

12. GETALLEVERHOUDING.

(1) *Chemie-tegnikus*.—'n Werkgewer mag nie 'n leerling-chemie-tegnikus in diens neem nie tensy hy 'n gekwalifiseerde chemie-tegnikus in sy diens het, en vir elke gekwalifiseerde chemie-tegnikus in sy diens kan hoogstens een ongekwalifiseerde chemie-tegnikus deur hom in diens geneem word; met dien verstande dat 'n chemikus of apteker en drogis vir die toepassing van hierdie subklousule as 'n gekwalifiseerde chemie-tegnikus beskou kan word.

(2) *Versendingsklerk*.—'n Werkgewer moet 'n gekwalifiseerde versendingsklerk in diens hê voordat hy 'n ongekwalifiseerde versendingsklerk in diens neem en hy kan hoogstens drie ongekwalifiseerde versendingsklerke in diens neem vir elke gekwalifiseerde versendingsklerk in sy diens.

(3) *Vroulike klerklike werknemer*.—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike klerklike werknemer in diens neem nie tensy hy 'n gekwalifiseerde vroulike of manlike klerklike werknemer in diens het, en vir elke gekwalifiseerde vroulike klerklike werknemer in sy diens kan hy hoogstens een ongekwalifiseerde vroulike klerklike werknemer in diens neem.

(4) *Manlike klerklike werknemer*.—'n Werkgewer mag nie 'n ongekwalifiseerde manlike klerklike werknemer in diens neem nie tensy hy 'n gekwalifiseerde manlike klerklike werknemer in diens het en vir elke gekwalifiseerde manlike klerklike werknemer in sy diens kan hy hoogstens een ongekwalifiseerde vroulike of manlike klerklike werknemer in diens neem.

(5) *Graad I-werknemer*.—'n Werkgewer mag nie 'n ongekwalifiseerde graad I-werknemer in diens neem nie tensy hy 'n gekwalifiseerde graad I-werknemer in diens het en vir elke bykomende twee gekwalifiseerde graad I-werknemers in sy diens kan hy hoogstens een ongekwalifiseerde graad I-werknemer in diens neem.

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

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) *Opseggingstyd*.—Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing om enige regsgeldige rede te beëindig;

(b) die bepaling van enige skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van diensopsegging van gelyke duur aan albei kante en vir langer as een week of twee weke, na gelang van die geval;

(c) die bepaling van subklousule (8) van dié klousule;

moet 'n werkgewer en sy werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens een week kennis gee en in die geval van 'n maandeliks besoldigde werknemer, minstens twee weke kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring in plaas van kennisgewing*.—Ingeval 'n werkgewer of 'n werknemer versuim om kennis te gee soos voorgeskryf in subklousule (1) hiervan, moet hy onderskeidelik die volgende betaal of verbeur:—

(a) in die geval van 'n weekliks besoldigde werknemer, een weke se loon;

(b) in die geval van 'n maandeliks besoldigde werknemer, twee weke se loon;

teen die skaal van besoldiging wat sodanige werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het.

(3) Notwithstanding anything to the contrary in this Agreement, should any money be owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clauses (1), (4) and (5) of clause 7 of this Agreement shall also be regarded as a benefit in the process of accrual.

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

(5) *Date of Operation of Notice.*

(i) *Weekly paid Employees.*—Notice referred to in sub-clause (1) of this clause shall be given not later than and shall take effect from the usual pay-day of the establishment.

(ii) *Monthly paid Employees.*—Notice referred to in sub-clause (1) of this clause shall be given on or before, and shall take effect from the first or the fifteenth day of a calendar month.

(6) For the purpose of this section, a week's notice shall mean a working week of 45 hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-clause (3).

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

(8) *Trial Periods.*—The provisions of this clause shall not apply in respect of the first two weeks of employment. Such two weeks shall be deemed to be a period of trial during which employment may be terminated by the employer or the employee as the case may be, at—

- (i) four hours' notice in the case of weekly paid employees;
- (ii) twenty-four hours' notice in the case of monthly paid employees.

14. PREMIUMS.

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

15. CERTIFICATES OF SERVICE.

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

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

16. EXEMPTIONS.

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) retain a copy of each licence issued; and
- (b) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgewer die reg om, indien die loon wat aan 'n werknemer verskuldig is, onvoldoende is vir die bedrag wat ingevolge subklousule (2) hierbo verbeur word, die bedrag af te trek van ander bedrae (as daar is) wat by diensbeëindiging in die werknemer se naam opgeloopt het.

Vir die toepassing van hierdie subartikel word 'n bedrag wat 'n werknemer ingevolge subklousules (1), (4) en (5) van klousule 7 van hierdie Ooreenkoms toekom, beskou as bedrae wat besig is om op te loop.

(4) As 'n ooreenkoms kragtens subklousule (1) van hierdie klousule gesluit is, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die termyn van diensopsegging waarvoor ooreengekom is.

(5) *Datum van inwerkingtreding van kennisgewing.*

(i) *Weekliks besoldigde werknemers.*—Die kennisgewing genoem in subklousule (1) van dié klousule moet gegee word op of voor, en word van krag vanaf, die gewone betaaldag van die inrigting.

(ii) *Maandeliks besoldigde werknemers.*—Die kennisgewing genoem in subklousule (1) van dié klousule moet gegee word op of voor, en word van krag vanaf, die eerste of die vyftiende dag van 'n kalendermaand.

(6) Vir die toepassing van dié artikel beteken 'n week kennisgewing 'n werkweek van 45 uur, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoud is van toepassing op die tydperk van kennisgewing wat voorgeskryf word of waarvoor onderling ooreengekom is, ingevolge subklousule (3).

(7) Die kennisgewing genoem in subklousule (1) van dié klousule, mag nie saamval met jaarlikse verlof of siekteverlof nie.

(8) *Proeftydperke.*—Die bepalings van dié klousule is nie gedurende die eerste twee weke diens van toepassing nie. Die twee weke word as 'n proeftyd beskou waarin diens deur die werkgewer of die werknemer, na gelang van die geval, beëindig kan word met—

- (i) vier uur kennisgewing in die geval van weekliks besoldigde werknemers;
- (ii) vier-en-twintig uur kennisgewing in die geval van maandeliks besoldigde werknemers.

14. PREMIES.

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

15. DIENSSERTIFIKATE.

'n Werkgewer moet by die beëindiging van die dienskontrak van 'n lid van enige klas van sy werknemers, uitgesonderd 'n los werknemer, 'n dienssertifikaat aan die werknemer uitreik wat die volgende meld:—

- (a) Die naam en adres van die werkgewer voluit;
- (b) die naam van die werknemer voluit;
- (c) die beroep van die werknemer;
- (d) die aanvangsdatum van die dienskontrak;
- (e) die datum van die beëindiging van die dienskontrak;
- (f) die skaal van besoldiging op die datum van beëindiging.

16. VRYSTELLINGS.

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

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

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

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvoor vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig die bepalings van subartikel (2) van hierdie artikel vasgestel is en waarvoor die vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) 'n afskrif van elke sertifikaat hou wat uitgereik word; en
- (b) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

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

17. COUNCIL FUNDS.

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

On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, threepence shall be deducted by each employer from the wages of each of his employees for whom minimum wages are prescribed in this Agreement. The total amount so deducted together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council month by month and not later than the 15th day of each month together with a statement showing—

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

The provisions of this clause shall not apply to employees in receipt of £780 per annum or more, including cost-of-living allowance.

18. AGENTS.

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

It shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

19. EXHIBITION OF AGREEMENT.

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

20. COST OF LIVING ALLOWANCES.

In addition to the wages prescribed in clause 4 (1), an employer shall pay to each of his employees for whom a wage is prescribed a cost of living allowance amounting to not less than the amounts shown in the said clause or the allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, whichever is the greater, provided that the additional cost of living allowance prescribed in clause 4 (1) shall be absorbed wholly or partly by any increase in the War Measure rates subsequent to the 11th August, 1959, depending on whether any such increase is 5s. per week or less.

21. TRADE UNION SUBSCRIPTIONS.

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

Signed at Cape Town on behalf of the parties this 8th day of June, 1959.

BRIAN HARDY,
Chairman of the Council.

T. PETERSEN,
Vice-chairman of the Council.

G. J. NEL,
Assistant Secretary of the Council.

No. 1831.]

[6 November 1959.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

CHEMICAL INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Chemical Industry (Cape), published under Government Notice No. 1830 of the 6th November, 1959, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

17. RAADFONDS.

Voorsiening vir die fondse van die Raad wat by die Raad berus en deur hom beheer word, word soos volg gemaak:—

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke daaropvolgende betaaldag, moet elke werkgever drie pennies aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag wat aldus afgetrek word, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet deur laasgenoemde maandeliks en op of voor die 15de dag van elke maand aan die Sekretaris van die Raad gestuur word, saam met 'n staat wat die volgende aantoon:—

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

Die bepaling van hierdie klousule is nie van toepassing op werknemers wat £780 per jaar of meer ontvang nie, lewenskostetoelae ingesluit.

18. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om uitvoering te gee aan die bepaling van hierdie Ooreenkoms.

Elke werkgever en elke werknemer is verplig om dié agente toe te laat om navrae te doen en boeke en/of dokumente te ondersoek en om persone te ondervra wat vir hierdie doel nodig kan wees.

19. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale, in die vorm wat in die regulasies ingevolge die Wet voorgeskryf is, in sy inrigting vertoon hou op 'n plek wat vir sy werknemer maklik toeganklik is.

20. LEWENSKOSTETOELAE.

Benewens die lone voorgeskryf in klousule 4 (1), moet 'n werkgever aan elkeen van sy werknemers vir wie 'n loon voorgeskryf is, 'n lewenskostetoelae betaal van minstens die bedrae aangetoon in die betrokke klousule, of die toelae betaalbaar kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, naamlik die grootste met die voorbehoud dat die bykomende lewenskostetoelae voorgeskryf in klousule 4 (1) geheel of gedeeltelik deur enige vermeerdering in die Oorlogsmaatreëltariewe na 17 Augustus 1959 geabsorbeer word; dit hang daarvan af of sodanige vermeerdering 5s. per week of minder is.

21. VAKVERENIGINGLEDEGELD.

Op die skriftelike versoek van sy werknemer kan 'n werkgever 'n bedrag of bedrae weekliks van sy werknemer se besoldiging aftrek wat in so 'n skriftelike versoek genoem word en wat aan die fondse van die vakvereniging betaal moet word, en dié bedrag of bedrae wat aldus afgetrek word, op of voor die 15de dag van elke maand waarin die aftekkings gemaak word, aan die Sekretaris van genoemde vakvereniging stuur.

Namens die partye op hede die 8ste dag van Junie 1959.

BRIAN HARDY,
Voorsitter van die Raad.

T. PETERSEN,
Ondervoorsitter van die Raad.

G. J. NEL,
Assistent-sekretaris van die Raad.

No. 1831.]

[6 November 1959.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

CHEMIKALIEËNYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepaling van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid (Kaap) gepubliseer by Goewermentskennisgewing No. 1830 van 6 November 1959 vir die persone wie se werke daarby gereël word, nie minder gunstig as die ooreenstemmende bepaling van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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