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GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 164.]

[2 Februarie 1962.

WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.PLATWARE-AFDELING VAN DIE GLAS- EN GLAS-
WARENYWERHEID. — JOHANNESBURG EN
GERMISTON.Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1), soos toe-
gepas by subartikel (9) 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 Plat-
ware-afdeling van die Glas- en Glaswarenywerheid
betrekking het, vanaf die tweede Maandag na die
datum van publikasie van hierdie kennisgewing en
vir 'n tydperk van ses maande bindend is vir die
werkgewersorganisasie, die werkgewer en vakveren-
iging wat genoemde Ooreenkoms aangegaan het en
vir die werkgewers en werknemers wat lede van
daardie organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) soos toe-
gepas by subartikel (9) van artikel *agt-en-veertig*
van genoemde Wet dat die bepalings van genoemde
Ooreenkoms, uitgesonderd dié vervat in klousules
1 en 2, vanaf die tweede Maandag na die datum van
publikasie van hierdie kennisgewing en vir 'n tyd-
perk van ses maande bindend is vir alle ander werk-
gewers en werknemers as dié vermeld in paragraaf
(a) van hierdie kennisgewing, wat betrokke is by of
in diens is in genoemde Nywerheid in dié munisi-
pale gebiede van Johannesburg en Germiston; en
- (c) kragtens paragraaf (a) van subartikel (3), soos toe-
gepas by subartikel (9) van artikel *agt-en-veertig*
van genoemde Wet, dat die bepalings van genoemde
Ooreenkoms, uitgesonderd dié vervat in klousules
1, 2 en 6 (e), vanaf die tweede Maandag na die
datum van publikasie van hierdie kennisgewing en
vir 'n tydperk van ses maande in die munisipale
gebiede van Johannesburg en Germiston *mutatis*
mutandis bindend is vir alle Naturelle in diens in
genoemde Nywerheid by dié werkgewers vir wie
enigeen van genoemde bepalings ten opsigte van
werknemers bindend is, en vir daardie werkgewers
ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-Minister van Arbeid.**GOVERNMENT NOTICES.****DEPARTMENT OF LABOUR.**

No. 164.]

[2 February 1962.

INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.FLATWARE SECTION OF THE GLASS AND GLASS-
WARE MANUFACTURING INDUSTRY.—
JOHANNESBURG AND GERMISTON.On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) as
applied by sub-section (9) of section *forty-eight* of
the Industrial Conciliation Act, 1956, as amended,
declare that all the provisions of the Agreement
which appears in the Schedule hereto and which
relates to the Flatware section of the Glass and
Glassware Manufacturing Industry, shall be bind-
ing from the second Monday after the date of pub-
lication of this notice and for a period of six
months, upon the employers' organisation, the
employer 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) as
applied by sub-section (9) of section *forty-eight* of
the said Act, declare that the provisions of the said
Agreement, excluding those contained in clauses 1
and 2, shall be binding from the second Monday
after the date of publication of this notice and for
a period of six months, upon all employers and
employees, other than those referred to in para-
graph (a) of this notice, who are engaged or
employed in the said Industry, in the Municipal
Areas of Johannesburg and Germiston; and
- (c) in terms of paragraph (a) of sub-section (3) as
applied by sub-section (9) of section *forty-eight* of
the said Act, declare that in the Municipal Areas of
Johannesburg and Germiston, and from the second
Monday after the date of publication of this notice
and for a period of six months, the provisions of
the said Agreement, excluding those contained in
clauses 1, 2 and 6 (e), 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.

M. VILJOEN,
Deputy-Minister of Labour.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

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

OOREENKOMS

ingevoel die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen—

The Glass Workers' Union

(hieronder die „werknemers” genoem), aan die een kant,
en

The South African National Flat Glass Association

en

die firma B. Berold en Kie., Bpk., Germiston

(hieronder die „werkgewers” genoem), aan die ander kant,
wat die partye is by die Versoeningsraad vir die Platwaresektor van die Glas- en Glaswarenywerheid.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebiede Johannesburg en Germiston nagekom word deur die werkgewers wat partye is by hierdie Ooreenkoms en deur die werknemers wat lede van die vakvereniging is en vir wie minimum lone in die Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

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

3. WOORDOMSKRYWING.

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

- „assistent-voorman” 'n werknemer wat die voorman help met die verrigting van sy werk en wat in sy afwesigheid namens hom mag optree;
- „motorglasmonteur” 'n werknemer wat glas in motorvoertuie aanbring;
- „motorglasmonteur, gekwalifiseer,” 'n werknemer met minstens twee jaar ondervinding as 'n motorglasmonteur in die nywerheid;
- „motorglasmonteur, ongekwalifiseer,” 'n werknemer met minder as twee jaar ondervinding as 'n motorglasmonteur in die nywerheid;
- „stoomketelbediener” 'n werknemer wat, onder die toesig van 'n voorman, of assistent-voorman, verantwoordelik is vir die instandhouding van die waterstand en stoomdruk van 'n stoomketel in 'n inrigting en wat die vuur in sodanige stoomketel mag stook, hark en uithaal;
- „los werknemer” 'n werknemer wat vir hoogstens twee dae in 'n week deur dieselfde werkgever in diens geneem word;
- „klerk” 'n werknemer, uitgesonderd 'n fabrieksklerk, wat skryf-, tik-, of 'n ander vorm van klerklike werk verrig, en ook 'n pakhuisman, versendingsklerk en telefonis;
- „klerk, man, gekwalifiseer,” 'n manlike klerk met minstens vyf jaar ondervinding;
- „klerk, man, ongekwalifiseer,” 'n manlike klerk met minder as vyf jaar ondervinding;
- „klerk, vrou gekwalifiseer,” 'n vroulike klerk met minstens vier jaar ondervinding;
- „klerk, vrou, ongekwalifiseer,” 'n vroulike klerk met minder as vier jaar ondervinding;
- „dag” die tydperk van 24 uur gereken vanaf die tyd waarop die werknemer met sy werk begin;
- „ontwerpbriljantsnyer” 'n werknemer wat 'n gekwalifiseerde glasafskuinsers is en gebruik word om ontwerpbriljante te sny;
- „versendingsklerk” 'n werknemer, uitgesonderd 'n verpakker, wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking weeg en/of bymekaarmaak van sodanige goedere, die nagaan van pakkies en die merk en adresseer daarvan;
- „bedryfsinrigting” 'n perseel waarin of in verband waarmee een of meer werknemers werksaam is in die platwaresektor van die Glas- en Glaswarenywerheid;
- „ondersoeker” 'n werknemer wat glas finaal inspekteer ten einde defekte te ontdek voordat dit versilwer word en wat bepaal watter kant versilwer moet word;
- „ondervinding”—

(a) in verband met 'n klerk, die totale tydperk of tydperke wat die werknemer as 'n klerk diens gedoen het, afgesien van die bedryf waarin sodanige ondervinding opgedoen is;

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

CONCILIATION BOARD AGREEMENT FOR THE FLAT- WARE SECTION OF THE GLASS AND GLASSWARE MANUFACTURING INDUSTRY.

AGREEMENT

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

The Glass Workers' Union

(hereinafter referred to as “the employees”), of the one part,
and

The South African National Flat Glass Association
and

Messrs. B. Berold & Co., Ltd., Germiston

(hereinafter referred to as “the employers”), of the other part,
being parties to the Conciliation Board for the Flatware Section of the Glass and Glassware Manufacturing Industry.

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Areas of Johannesburg and Germiston by the employers who are parties to this Agreement and the employees who are members of the trade union and for whom minimum wages are prescribed in the Agreement.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for a period of three years or for such period as the Minister may determine.

3. DEFINITIONS.

(1) Unless the contrary intention appears any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

- „assistant foreman” means an employee who assists the foreman in the performance of his duties and who may act for him in his absence;
- „auto-glass fitter” means an employee who fits glass to motor vehicles;
- „auto-glass fitter, qualified,” means an employee who has had not less than two years' experience in the industry as an auto-glass fitter;
- „auto-glass fitter, unqualified,” means an employee who has had less than two years' experience in the industry as an auto-glass fitter;
- „boiler attendant” means an employee who, under the supervision of a foreman or assistant foreman, is responsible for maintaining the water level and steam pressure of a boiler in an establishment and who may stoke, rake and draw the fire in such boiler;
- „casual employee” means an employee who is employed by the same employer on not more than two days in any week;
- „clerical employee” means an employee, other than a factory clerk, engaged in writing, typing or other form of clerical work, and includes a storeman, despatch clerk and telephone operator;
- „clerical employee, male, qualified,” means a male clerical employee who has had not less than five years' experience;
- „clerical employee, male, unqualified,” means a male clerical employee, who has had less than five years' experience;
- „clerical employee, female, qualified,” means a female clerical employee who has had not less than four years' experience;
- „clerical employee, female, unqualified,” means a female employee who has had less than four years' experience;
- „day” means the period of twenty-four hours calculated from the time the employee commences work;
- „design brilliant cutter” means an employee who is a qualified glass beveller employed on design brilliant cutting;
- „despatch clerk” means an employee, other than a packer, who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and the marking and addressing thereof;
- „establishment” means any premises in or in connection with which one or more employees are employed in the flatware section of the Glass and Glassware Manufacturing Industry;
- „examiner” means an employee who makes a final inspection of glass for defects prior to silvering and who determines which side is to be silvered;
- „experience” means—

(a) in relation to a clerical employee, the total period or periods of employment which the employee has had as a clerical employee, irrespective of the trade in which such experience was gained;

(b) in verband met 'n handelsreisiger, motorglasmonteur, ontwerpbriljantsnyer, glassnyer, glasafskuinser, glasversilweraar, poleerder, fynskuurder of rougeerder, verfspuiter en/of sandblaser, mengselbereier, hoogoonndman, masjienoperateur, sorteerder, hoogoonndoperateur, randslyper en handpoleerder, operateur van 'n randslyp- en poleermasjien, fabrieksklerk en proseswerker, die totale tydperk of tydperke wat die werknemer onderskeidelik as 'n handelsreisiger, motorglasmonteur, ontwerpbriljantsnyer, glassnyer, glasafskuinser, glasversilweraar, poleerder, fynskuurder of rougeerder, verfspuiter en/of sandblaser, mengselbereier, hoogoonndman, masjienoperateur, sorteerder, hoogoonndoperateur, randslyper en handpoleerder, operateur van 'n randslyp- en poleermasjien, fabrieksklerk en proseswerker werksaam was in die platwaresektor van die Glas- en Glaswarenywerheid;

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

vir die doel van hierdie omskrywing beteken „platglas” ook alle soorte glas wat in motorvoertuie aangebring word;

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

„glasafskuinser” 'n werknemer, uitgesonderd 'n poleerder, fynskuurder of rougeerder, wat glas in enigen of al die prosesse daarvan afskuins en wat sjablone mag sny vir versierwerk;

„glasafskuinser, gekwalifiseer,” 'n glasafskuinser met minstens drie jaar ondervinding;

„glasafskuinser, ongekwalifiseer,” 'n glasafskuinser met minder as drie jaar ondervinding;

„glassnyer” 'n werknemer wat glas sny;

„glassnyer, gekwalifiseer,” 'n glassnyer met minstens vier jaar ondervinding;

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

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

„glasversilweraar, gekwalifiseer,” 'n glasversilweraar met minstens drie jaar ondervinding;

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

„arbeider” 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede werksaam is:—

- (1) Persele, diere, masjinerie, implemente, gereedskap, gerei, voertuie of ander artikels skoonmaak; glas na en/of voor verwerking of versilwering skoonmaak;
- (2) kampongs, latrines, stalle, buitegeboue en dergelike geboue of bouwerke afwit;
- (3) oplaai en aflaai;
- (4) artikels dra, verskuif of opstapel; 'n voertuig stoot of trek;
- (5) vure maak of in stand hou, vure hark, stook, uithaal of met 'n oondstok bewerk; afval en as verwyder; sinters sorteer;
- (6) klip, grond, klei of sand losmaak, uithaal, breek of uitsprei, slote en fondamente grawe of ander uitgrawingswerk doen;
- (7) bome of plantegroei afkap, vernietig of verwyder;
- (8) geboue of ander bouwerke sloop;
- (9) goedere in masjiene voer of dit daaruit wegneem;
- (10) dagha, beton, klip of bitumen met die hand meng en beton of bitumen met 'n skopgraaf, hark, vork of kruisbaars uitsprei;
- (11) deure, kiste, pakkies, bale, sakkies of sakke oop- of toemaak, lê kartonhouers regmaak vir gebruik in pakwerk en sodanige houters verseël;
- (12) lewende hawe of pluimvee versorg; voertuie oppas;
- (13) bottels, sakke, sakkies of ander houters vul en bottels of ander houters toekurk of toedraai;
- (14) kiste, bottels, bale, sakke of ander houters of pakkies merk, brandmerk, sjabloner of etikette daarop plak; vate of dromme met die hand verf (uitgesonderd spuitverfwerk);
- (15) op 'n gestelde skaal afweeg; met 'n gestelde maat afmeet;
- (16) sement of beton in vorms stamp of vasstamp of beton in fondamente vasstamp;

(b) in relation to a traveller, auto-glass fitter, design brilliant cutter, glass cutter, glass-beveller, glass-silverer, polisher, buffer or rouger, paint sprayer and/or sand-blasted, batchman, furnaceman, operator of a machine, sorter, furnace operator, edge grinder and polisher by hand, operator of an edge grinding and polishing machine, factory clerk and process hand, the total period or periods of employment which the employee has had as a traveller, auto-glass fitter, design brilliant cutter, glass cutter, glass-beveller, glass-silverer, polisher, buffer or rouger, paint sprayer and/or sand-blasted, batchman, furnaceman, operator of a machine, sorter, furnace operator, edge grinder and polisher by hand, operator of an edge grinding and polishing machine, factory clerk and process worker, respectively, in the flatware section of the Glass and Glassware Manufacturing Industry;

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

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

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

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

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

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

„glass cutter” means an employee who is engaged in cutting glass;

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

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

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

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

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

„labourer” means an employee who is engaged in one or more of the following duties or capacities:—

- (1) Cleaning premises, animals, machinery, implements, tools, utensils, vehicles or other articles; cleaning off glass before and/or after processing or silvering;
- (2) limewashing compounds, latrines, stables, outbuildings and similar buildings or structures;
- (3) loading and unloading;
- (4) carrying, moving or stacking articles; pushing or pulling a vehicle;
- (5) making or maintaining fires; raking, stoking, drawing or slicing fires; removing refuse and ash; sorting clinkers;
- (6) loosening, taking out, breaking or spreading stone, soil, clay or sand, digging trenches, foundations or other excavation work;
- (7) cutting down, destroying or removing trees or vegetation;
- (8) demolishing buildings or other structures;
- (9) feeding into or taking off from machines;
- (10) mixing mortar, concrete, stone or bitumen by hand and spreading concrete or bitumen by shovel, rake, fork or barrow;
- (11) opening or closing doors, boxes, packages, bales, sacks or bags, sealing or preparing empty cardboard containers for use in packing;
- (12) tending livestock or poultry; minding vehicles;
- (13) filling bottles, bags, sacks or other containers and corking or wrapping bottles or other containers;
- (14) marking, branding, stencilling or affixing labels on boxes, bottles, bales, sacks or other containers or packages; painting casks or drums by hand (other than spray painting);
- (15) weighing to a set scale; measuring to a fixed gauge;
- (16) ramming or tamping cement or concrete in moulds or ramming concrete in foundations;

- (17) briewe, boodskappe of goedere te voet of deur middel van 'n fiets, driewieler of handaangedrewe voertuig aflewer, kontant in verband met K.B.A.-verkope invorder; skriftelike bestellings van klante aanneem;
 - (18) rantsoene kook of tee of dergelike dranke berei;
 - (19) masjinerie en voertuie olie en smeer;
 - (20) tuinwerk (d.w.s. onder toesig plant, spit, hark, maai, sprei, meng, natmaak);
 - (21) sakke sorteer, uitskud en/of heelmaak;
 - (22) gelyktallige artikels van dieselfde grootte verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat, uitgesonderd die verpakking van goedere vir vervoer of aflewering in die platwaresektor van die nywerheid;
 - (23) 'n handpomp bedien;
 - (24) 'n vervoerband was;
 - (25) 'n goederehyser of handhystoestel bedien;
 - (26) puimsteenpoeier en/of polysrooisel op wiele voer;
 - (27) 'n trilsif onder toesig aansit of stopsit deur middel van 'n drukknop;
 - (28) mengsels deur middel van 'n skopgraaf aanmaak;
 - (29) vreemde stowwe uit gebreke glas op lopende bande uitsoek;
 - (30) krane oopmaak;
 - (31) ou verf van die agterkante van spieëls verwyder;
 - (32) kleurstof of emaljepoeier met die hand op houers aanbring;
- „masjienoperateur” 'n werknemer wat 'n kragaangedrewe masjien bedien, aansit en stopsit en wat kleinere herstellings of verstellings daaraan mag uitvoer en/of stowwe in so 'n masjien invoer of daarvan verwyder, en die uitdrukking „'n masjien bedien of versorg” het 'n ooreenstemmende betekenis;
- „werktuigkundige” 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die doel van hierdie omskrywing beteken „geskoolde ambagsman” 'n persoon wat sy vakleerlingskap uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees of wat 'n sertifikaat van bevoegdheid besit wat deur die Registrateur van Vakleerlinge aan hom uitgereik is ooreenkomstig die bepalings van artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat wat deur genoemde Registrateur ooreenkomstig die bepalings van artikel twee (7) of artikel sewe (3) van genoemde Wet aan hom uitgereik is;
- „milêre opleiding” die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikel (1) en (2) van artikel twee-en-twintig, van die Verdieningswet, 1957, moet ondergaan maar dit omvat geen opleiding wat hy verkies om ooreenkomstig die bepalings van artikel drie-en-twintig van genoemde Wet te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;
- „motorvoertuig” 'n meganies aangedrewe voertuig wat uitgerus of bedoel is vir die vervoer van goedere en/of passasiers en ook 'n voorhaker of trekker;
- „bestuurder van 'n motorvoertuig” 'n werknemer wat 'n motorvoertuig bestuur, en vir die doel van hierdie omskrywing sluit „'n motorvoertuig bestuur” alle tydperke in waarin daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed te bestuuer;
- „verpakker” 'n werknemer wat onder die toesig van 'n voorman, assistent-voorman of gekwalifiseerde klerk, goedere verpak vir vervoer of aflewering en wat krate mag maak of aanmekeer mag sit;
- „verfspuiters en/of sandblaser, gekwalifiseer,” 'n verfspuiters en/of sandblaser met minstens ses maande ondervinding;
- „verfspuiters en/of sandblaser, ongekwalifiseer,” 'n verfspuiters en/of sandblaser met minder as ses maande ondervinding;
- „deeltydse bestuurder van 'n motorvoertuig” 'n werknemer wat gewoonlik ander werk verrig as om 'n motorvoertuig te bestuur, maar van wie vereis word of wat toegelaat word om vir hoogstens 12-uur altesaam in 'n week en, mits sodanige weeklikse beperking nie oorskry word nie, vir hoogstens drie-uur altesaam op 'n dag 'n motorvoertuig te bestuur, uitgesonderd 'n motorvoertuig waarvan die onbelaste gewig minder as 1,000 lb. is, en vir die doel van hierdie omskrywing omvat „'n motorvoertuig bestuur” alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder bestee terwyl hy vir die voertuig verantwoordelik is of wat hy bestee aan werk in verband met die voertuig of die vraag;
- „stukwerk of taakwerk” 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid of omvang van die werk wat hy verrig het;
- „poleerder, fynskuurder of rougeerder” 'n werknemer wat die rande van glas met die hand of 'n masjien poleer, fynskuur of rougeer;
- „poleerder, fynskuurder of rougeerder, gekwalifiseer,” 'n poleerder, fynskuurder of rougeerder met minstens twee jaar ondervinding;
- „poleerder, fynskuurder of rougeerder, ongekwalifiseer,” 'n poleerder, fynskuurder of rougeerder met minder as twee jaar ondervinding;

- (17) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle, collecting cash on C.O.D. sales; accepting written orders from customers;
 - (18) cooking rations or making tea or similar beverages;
 - (19) oiling and greasing machinery and vehicles;
 - (20) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering);
 - (21) sorting, shaking out and/or mending sacks;
 - (22) packing articles of a uniform size and number in receptacles specially made to contain such articles other than packing goods for transport or delivery in the flatware section of the industry;
 - (23) operating handpump;
 - (24) washing conveyor belt;
 - (25) operating a goods lift or hand hoist;
 - (26) feeding pumice powder and/or rouge on to wheels;
 - (27) starting or stopping a vibrating screen by means of pressing a button, under supervision;
 - (28) mixing batches by means of a shovel;
 - (29) picking out foreign matter from broken glass on moving belts;
 - (30) opening taps;
 - (31) removing old paint from backs of mirrors;
 - (32) applying pigment or enamel powder to containers by hand;
- „machine operator” means an employee who operates, attends, starts and stops a power-driven machine and who may make minor repairs and adjustments thereto and/or feed or take off from such machine, and the expression „operating or attending a machine” has a corresponding meaning;
- „mechanic” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression „skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of section two (7) or section seven (3) of the said Act.
- „military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, 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 a mechanically propelled vehicle equipped or intended for the transport of goods and/or passengers and includes a „mechanical horse” or tractor;
- „motor vehicle driver” means an employee engaged in driving a motor vehicle and for the purpose of this definition „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- „packer” means an employee who, under the supervision of a foreman, assistant foreman or qualified clerical employee, is engaged in packing goods for transport or delivery and who may make and/or assemble crates;
- „paint sprayer and/or sand-blasters, qualified”, means a paint sprayer and/or sand-blasters who has had not less than six months' experience;
- „paint sprayer and/or sand-blasters, unqualified”, means a paint sprayer and/or sand-blasters who has had less than six months' experience;
- „part-time motor vehicle driver” means an employee who is ordinarily engaged on duties other than driving a motor vehicle, but who is required or permitted for not more than 12 hours in the aggregate in any week and, subject to such weekly limitations not being exceeded, not more than three hours in the aggregate on any day to drive a motor vehicle, other than a motor vehicle the unladen weight of which is less than 1,000 lb. and for the purpose of this definition „driving a motor vehicle” includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;
- „piece-work or task-work” means any system under which an employee's remuneration is based upon the quantity or output of work done;
- „polisher, buffer or rouger” means an employee engaged in polishing, buffing or rouging the edges of glass by hand or machine;
- „polisher, buffer or rouger, qualified,” means a polisher, buffer or rouger who has had not less than two years' experience;
- „polisher, buffer or rouger, unqualified,” means a polisher, buffer or rouger who has had less than two years' experience;

„korttyd” ’n tydelike vermindering in die getal gewone werkeure weens ’n brand, slapte in die bedryf, tekort aan spoorwegtrekke of grondstowwe, siegte weer of ’n algemene onklaarraking van installasie of masjinerie of ’n dreigende onklaarraking van geboue weens ’n ongeluk of ander onvoorziene noodtoestand;

„pakhuisman” ’n werknemer wat oor die algemeen toesig hou oor voorrade en wat verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in ’n pakhuis of paksuur en/of vir die aflewering van goedere uit ’n pakhuis of paksuur aan die verbruiksafdelings van ’n bedryfsinrigting of vir versending;

„handelsreisiger” ’n werknemer wat, as die reisende verteenwoordiger van ’n bedryfsinrigting, namens sodanige bedryfsinrigting bestellings vir die verkoop en/of lewering van goedere van persone vra of werf;

„handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens vier jaar ondervinding;

„handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as vier jaar ondervinding;

„onbelaste gewig” die gewig van ’n motorvoertuig, soos aangegeven op ’n lisensie of sertifikaat wat uitgereik is deur ’n owerheid wat by wet bevoeg is om lisensies vir motorvoertuie uit te reik; met dien verstande dat, in die geval van ’n twee- of driewielvoertuig, ten opsigte waarvan genoemde owerheid nie sodanige gewig in die lisensie of sertifikaat aangegeven het nie, die onbelaste gewig van sodanige voertuig geag moet word minder as 1,000 lb. te wees;

„loon” die geldbedrag wat ingevolge klousule 4 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos voorgeskryf in klousule 7 (1) (i) en 7 (2); met dien verstande dat, as ’n werkgever ’n werknemer gereeld ten opsigte van sodanige gewone werkeure ’n hoër bedrag betaal as die voorgeskryf in klousule 4 (1), dat sodanige hoër bedrag beteken;

„wag” ’n werknemer wat persele, geboue, hekke of ander eiendom bewaak;

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

4. LONE.

(1) Die minimum loon wat ’n werkgever aan elke lid van ondergenoemde klasse werknemers moet betaal, is soos hieronder uiteengesit:—

(a) *Werknemers, uitgesonderd los werknemers:—*

	Per Week. R c
Motorglasmonteur:—	
Gedurende die eerste jaar ondervinding	5 00
Gedurende die tweede jaar ondervinding	6 00
Daarna	7 00
* Stoomketelbediener	4 75
Bestuurder van—	
(i) ’n voertuig waarvan die onbelaste gewig minder as 1,000 lb. is	5 50
(ii) ’n voertuig waarvan die onbelaste gewig 1,000 lb. of meer maar minder as 6,000 lb. is	8 50
(iii) ’n voertuig waarvan die onbelaste gewig 6,000 lb. of meer maar minder as 10,000 lb. is	11 00
(iv) ’n voertuig waarvan die onbelaste gewig 10,000 lb. of meer is	14 00
(v) deeltydse bestuurder van ’n motorvoertuig, uitgesonderd ’n voertuig waarvan die onbelaste gewig minder as 1,000 lb. is	6 00
Ondersoeker	7 72
Klerk, man, gekwalifiseer	11 55
Klerk, man, ongekwalifiseer:—	
Gedurende die eerste jaar ondervinding	3 70
Gedurende die tweede jaar ondervinding	5 31
Gedurende die derde jaar ondervinding	6 93
Gedurende die vierde jaar ondervinding	8 55
Gedurende die vyfde jaar ondervinding	10 15
Klerk, vrou, gekwalifiseer	6 93
Klerk, vrou, ongekwalifiseer:—	
Gedurende die eerste jaar ondervinding	3 70
Gedurende die tweede jaar ondervinding	4 62
Gedurende die derde jaar ondervinding	5 55
Gedurende die vierde jaar ondervinding	6 46
Ontwerpbriljantsnyer	11 45
Voorman	16 00
Assistent-voorman	13 00
Glassnyer, gekwalifiseer	13 24
Glassnyer, ongekwalifiseer:—	
Gedurende die eerste jaar ondervinding	4 07
Gedurende die tweede jaar ondervinding	6 36
Gedurende die derde jaar ondervinding	8 64
Gedurende die vierde jaar ondervinding	10 93
Glasafskuinsner, gekwalifiseer	9 93

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

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

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

„traveller, qualified,” means a traveller who has had not less than four years’ experience;

„traveller, unqualified,” means a traveller who has had less than four years’ experience;

„unladen weight” means the weight of a motor vehicle as recorded on a licence or certificate issued by an authority empowered by law to issue licences for motor vehicles provided that, in the case of a two- or three-wheeled vehicle in respect of which the said authority does not record such weight in the licence or certificate, the unladen weight of such vehicle shall be deemed to be less than 1,000 lb.;

„wage” means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clauses 7 (1) (i) and 7 (2). Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in Clause 4 (1), it means such higher amount;

„watchman” means an employee engaged in guarding premises, buildings, gates or other property.

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

4. WAGES.

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

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

	Per Week. R c
Auto-glass fitter:—	
During the first year of experience	5 00
During the second year of experience	6 00
Thereafter	7 00
* Boiler attendant	4 75
Driver of—	
(i) a vehicle of which the unladen weight is less than 1,000 lb.	5 50
(ii) a vehicle of which the unladen weight is 1,000 lb. or more but less than 6,000 lb.	8 50
(iii) a vehicle of which the unladen weight is 6,000 lb. or more but less than 10,000 lb.	11 00
(iv) a vehicle of which the unladen weight is 10,000 lb. or more	14 00
(v) part-time driver of a vehicle other than a vehicle of which the unladen weight is less than 1,000 lb.	6 00
Examiner	7 72
Clerical employee, male, qualified	11 55
Clerical employee, male, unqualified:—	
During the first year of experience	3 70
During the second year of experience	5 31
During the third year of experience	6 93
During the fourth year of experience	8 55
During the fifth year of experience	10 15
Clerical employee, female, qualified	6 93
Clerical employee, female, unqualified:—	
During the first year of experience	3 70
During the second year of experience	4 62
During the third year of experience	5 55
During the fourth year of experience	6 46
Design brilliant cutter	11 45
Foreman	16 00
Assistant foreman	13 00
Glass cutter, qualified	13 24
Glass cutter, unqualified:—	
During the first year of experience	4 07
During the second year of experience	6 36
During the third year of experience	8 64
During the fourth year of experience	10 93
Glass beveller, qualified	9 93

	Per week. R c
Glasafskuinser, ongekwalifiseer:—	
Gedurende die eerste jaar ondervinding ...	4 07
Gedurende die tweede jaar ondervinding ...	6 00
Gedurende die derde jaar ondervinding ...	7 99
Glasversilweraar, gekwalifiseer ...	9 93
Glasversilweraar, ongekwalifiseer:	
Gedurende die eerste jaar ondervinding ...	4 07
Gedurende die tweede jaar ondervinding ...	6 00
Gedurende die derde jaar ondervinding ...	7 99
Arbeider, 18 jaar oud of ouer ...	4 25
Arbeider jonger as 18 jaar ...	3 20
Werktuigkundige ...	14 95
Verpakker ...	5 52
Verfspuiter en/of sandblaser, gekwalifiseer ...	5 52
Verfspuiter en/of sandblaser, ongekwalifiseer:—	
Gedurende die eerste drie maande ondervinding ...	4 07
Gedurende die tweede drie maande ondervinding ...	4 80
Poleerder, fynskuurder en/of rougeerder, gekwalifiseer ...	8 27
Poleerder, fynskuurder of rougeerder, ongekwalifiseer:—	
Gedurende die eerste ses maande ondervinding ...	4 07
Gedurende die tweede ses maande ondervinding ...	5 12
Gedurende die derde ses maande ondervinding ...	6 17
Gedurende die vierde ses maande ondervinding ...	7 21
Handelsreisiger, gekwalifiseer ...	20 77
Handelsreisiger, ongekwalifiseer:—	
Gedurende die eerste ses maande ondervinding ...	11 55
Gedurende die tweede ses maande ondervinding ...	12 70
Gedurende die derde ses maande ondervinding ...	13 85
Gedurende die vierde ses maande ondervinding ...	15 00
Gedurende die vyfde ses maande ondervinding ...	16 15
Gedurende die sesde ses maande ondervinding ...	17 31
Gedurende die sewende ses maande ondervinding ...	18 46
Gedurende die agste ses maande ondervinding ...	19 62
Wag of polisiejong ...	4 75
Werknemers nie spesifiek vermeld nie ...	6 00

Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal word, verlaag nie, en 'n werknemer wat op genoemde datum 'n loon ontvang wat hoër is as dié wat vir die betrokke klas in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy in dieselfde beroep by dieselfde werkgever in diens is.

(b) *Los werknemer*.—Vir elke dag of gedeelte van 'n dag gewerk, een-vyfde van die hoogste weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as die werk wat van die los werknemer vereis word.

(2) *Kontrakgrondslag*.—Vir die toepassing van hierdie klousule, is die dienskontrakgrondslag van 'n werknemer, uitgesonderd 'n los werknemer, weklíks, en behoudens die bepaling van subklousule (3) en klousule 6 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, betaal word afgesien daarvan of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in klousule 7 (1) (i), of minder gewerk het.

(3) *Differensiële loon*.—'n Werkgever wat van 'n lid van 'n bepaalde klas werknemer vereis of hom toelaat om altesaam vir langer as een uur op 'n dag, hetsy benewens of in plaas van sy eie werk, werk te verrig van 'n ander klas waarvoor daar—

(a) of 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas.

in subklousule (1) voorgeskryf word moet aan sodanige werknemer vir al die gewone werkure van die bedryfsinrigting op daardie dag die volgende loon betaal—

(i) in die geval genoem in paragraaf (a), 'n loon vir elke uur wat gelyk is aan of hoër is as die weekloon gedeel deur die getal gewone ure wat sodanige werknemer in 'n week werk;

(ii) in die geval genoem in paragraaf (b), 'n loon vir elke uur wat gelyk is aan die weekloon wat vir 'n werknemer van sy klas en in sy gebied voorgeskryf is, plus 30 persent, gedeel deur die getal gewone ure wat sodanige werknemer in 'n week werk; met dien verstande dat sodanige werknemer nie ten opsigte van die dag waarop hy sodanige werk verrig, op altesaam 'n groter bedrag geregtig is nie as die bedrag wat 'n gekwalifiseerde werknemer in sodanige hoër klas sou toekom teen die loon wat in subklousule (1) vir hom voorgeskryf is;

(iii) wanneer daar van 'n deeltydse bestuurder van 'n motorvoertuig vereis word of wanneer hy toegelaat word om 'n motorvoertuig vir meer as 12 uur altesaam in 'n week of vir meer as drie uur op 'n dag te bestuur, moet hy ten opsigte van die hele week of dag (na gelang van die geval) waarin of waarop hy aldus bestuur het en ten opsigte van enige oortydwerk wat hy gedurende sodanige week of op sodanige dag (na gelang van die geval) verrig het, minstens die minimum loon en oortyd betaal word wat vir 'n voltydse bestuurder van 'n motorvoertuig van dieselfde gewig as dié wat sodanige deeltydse bestuurder bestuur het, voorgeskryf word;

	Per Week. R c
Glass beveller, unqualified:—	
During the first year of experience ...	4 07
During the second year of experience ...	6 00
During the third year of experience ...	7 99
Glass silverer, qualified ...	9 93
Glass silverer, unqualified:—	
During the first year of experience ...	4 07
During the second year of experience ...	6 00
During the third year of experience ...	7 99
Labourer of the age of 18 years or over ...	4 25
Labourer under the age of 18 years ...	3 20
Mechanic ...	14 95
Packer ...	5 52
Paint sprayer and/or sand-blasters, qualified ...	5 52
Paint sprayer and/or sand-blasters, unqualified:—	
During the first three months of experience ...	4 07
During the second three months of experience ...	4 80
Polisher, buffer or rouger, qualified ...	8 27
Polisher, buffer or rouger, unqualified:—	
During the first six months of experience ...	4 07
During the second six months of experience ...	5 12
During the third six months of experience ...	6 17
During the fourth six months of experience ...	7 21
Traveller, qualified ...	20 77
Traveller, unqualified:—	
During the first six months of experience ...	11 55
During the second six months of experience ...	12 70
During the third six months of experience ...	13 85
During the fourth six months of experience ...	15 00
During the fifth six months of experience ...	16 15
During the sixth six months of experience ...	17 31
During the seventh six months of experience ...	18 46
During the eighth six months of experience ...	19 62
Watchman or police boy ...	4 75
Employees not specifically referred to ...	6 00

Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee on the date on which this Agreement comes into force and any employee who, on the said date, is in receipt of a wage in excess of that prescribed for the class concerned in the Agreement shall continue to receive such higher wage whilst employed by the said employer in the same occupation.

(b) *Casual Employee*.—For each day or part of a day of employment one-fifth of the highest weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) *Basis of Contract*.—For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (3) and in clause 6 (6) an employee shall be paid in respect of any week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 7 (1) (i) or less.

(3) *Differential Wage*.—An employer who requires or permits a member of any particular class of his employees to perform for longer than one hour in the aggregate on any day, whether in addition to or in substitution for his own work, work of another class for which either—

(a) a wage higher than that of his own class; or

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

is prescribed in sub-clause (1) shall pay to such employee a wage for all the ordinary hours of work of the establishment on that day—

(i) in the case referred to in paragraph (a), at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

(ii) in the case referred to in paragraph (b), at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area plus thirty per cent, divided by the number of ordinary hours worked by such employee in a week, provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-clause (1);

(iii) whenever a part-time motor vehicle driver is required or permitted to drive a motor vehicle for more than 12 hours in the aggregate in any week or more than three hours in any day he shall in respect of the whole of such week or day (as the case may be) and in respect of any overtime worked during such week or such day (as the case may be) be paid not less than the minimum wage and overtime prescribed for a full-time driver, driving a motor vehicle of the same weight as that driven by such part-time driver;

met dien verstande dat, waar die enigste verskil tussen klasse ooreenkomstig die bepalings van subklousule (1) op ondervinding, geslag of ouderdom gegrond is, die bepalings van hierdie subklousule nie van toepassing is nie.

(4) *Fietstoelae*.—'n Werkgever wat van 'n werknemer vereis om sy eie fiets vir die verrigting van sy werk te gebruik, moet die volgende aan hom betaal:—

(a) in die geval van 'n ander werknemer as 'n los werknemer, minstens 25 sent per week;

(b) in die geval van 'n los werknemer, minstens vyf sent per dag;

benewens die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(5) *Vervoer- en/of onderhoudstoelae*.—Benewens die loon voorgeskryf in subklousule (1), moet die volgende aan 'n handelsreisiger betaal word:—

(i) 'n Onderhoudstoelae van minstens R2 ten opsigte van elke nag wat hy gedurende enige reis wat in verband met die uitvoering van sy pligte onderneem is, van sy hoofstandplaas afwesig was;

(ii) (a) alle redelike vervoerkoste wat hy in die uitoefening van sy pligte aangegaan het; of

(b) wanneer sy werkgever dit van hom vereis of hom toelaat om sy eie motor vir die verrigting van sy dienste te gebruik, 'n toelae van minstens 5c per myl vir elke myl wat hy in sodanige motor in verband met sodanige pligte afgelê het.

(6) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is, ooreenkomstig die bepalings van klousule 4 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen vier en een-derde maal die weekloon voorgeskryf in subklousule (1) vir 'n werknemer van sy klas en gebied.

5. LEWENSKOSTETOELAE.

Benewens die lone voorgeskryf in klousule 4 van hierdie Ooreenkoms, moet daar aan elke werknemer 'n weeklikse lewenskostoelae van minstens die bedrae gemeld in die lys hieronder, betaal word met dien verstande dat toelae aldus betaal, nie minder mag wees nie as dié voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig:—

LYS.

Gewone weeklikse besoldiging	Lewenskostoelae betaalbaar
	R c
Tot R2.00	1 28
Meer as R2.00 tot R2.50	1 55
Meer as R2.50 tot R3.00	1 65
Meer as R3.00 tot R3.50	2 00
Meer as R3.50 tot R4.00	2 18
Meer as R4.00 tot R4.50	2 48
Meer as R4.50 tot R5.00	2 68
Meer as R5.00 tot R5.50	2 98
Meer as R5.50 tot R6.00	3 30
Meer as R6.00 tot R6.50	3 65
Meer as R6.50 tot R7.00	4 00
Meer as R7.00 tot R7.50	4 40
Meer as R7.50 tot R8.00	4 80
Meer as R8.00 tot R9.00	5 28
Meer as R9.00 tot R10.00	5 75
Meer as R10.00 tot R11.00	6 25
Meer as R11.00 tot R12.00	6 78
Meer as R12.00 tot R13.00	7 33
Meer as R13.00 tot R29.20	8 15
Meer as R29.20 tot R36.00	Verskil tussen gewone besoldiging en R36.00.

6. BETALING VAN BESOLDIGING.

(1) *Ander werknemers as los werknemers*.—Behoudens die bepalings van klousule 8 (3), moet enige bedrag wat aan 'n werknemer uitgesonderd 'n los werknemer, verskuldig is, weekliks of, as die werkgever en sy werknemer daarvoor skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure of binne 30 minute nadat die werk op dié gewone betaaldag van die bedryfsinrigting gestaak is of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet ingesluit word in 'n koëvert of ander houer waarop die volgende gemeld word of waaraan 'n staat geheg is wat die volgende meld: Die werkgever se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se beroep, die getal gewone en oortydure gewerk, dié besoldiging wat verskuldig is en die tydperk ten opsigte waarvan sodanige bedrag betaal word.

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

(3) *Premies*.—Geen werknemer mag ten opsigte van die indiensneming of opleiding van 'n werknemer of regstreeks of onregstreeks betaal word of betaling aanneem nie.

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

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

(a) in the case of an employee, other than a casual employee, not less than twenty-five cents per week;

(b) in the case of a casual employee, not less than five cents per day; in addition to the wage prescribed in sub-clause (1) for an employee of his class and area.

(5) *Transport and/or Subsistence Allowance*.—In addition to the wage prescribed in sub-clause (1) a traveller shall be paid—

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

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

(b) when his employer requires or permits him to use his own car in the performance of his duties, an allowance of not less than five cents per mile for every mile travelled in such car in connection with such duties.

(6) *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.

5. COST OF LIVING ALLOWANCE.

In addition to the rates prescribed in clause 4 of this Agreement every employee shall be paid a weekly cost of living allowance of not less than the amounts set out in the Schedule hereunder, provided that the allowance so paid shall not be less than that prescribed under War Measure No. 43 of 1942, as amended from time to time:—

SCHEDULE.

Ordinary Weekly Remuneration	C.o.l.a. Payable
	R c
Up to R2.00	1 28
Above R2.00 to R2.50	1 55
Above R2.50 to R3.00	1 65
Above R3.00 to R3.50	2 00
Above R3.50 to R4.00	2 18
Above R4.00 to R4.50	2 48
Above R4.50 to R5.00	2 68
Above R5.00 to R5.50	2 98
Above R5.50 to R6.00	3 30
Above R6.00 to R6.50	3 65
Above R6.50 to R7.00	4 00
Above R7.00 to R7.50	4 40
Above R7.50 to R8.00	4 80
Above R8.00 to R9.00	5 28
Above R9.00 to R10.00	5 75
Above R10.00 to R11.00	6 25
Above R11.00 to R12.00	6 78
Above R12.00 to R13.00	7 33
Above R13.00 to R29.20	8 15
Above R29.20 to R36.00	Difference between ordinary remuneration and R36.00.

6. PAYMENT OF REMUNERATION.

(1) *Employee other than a Casual Employee*.—Save as provided in clause 8 (3) any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, if the employer and his employee have agreed thereto, in writing, monthly during the hours of work, or within thirty minutes of ceasing work on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day and shall be contained in an envelope or other container on which must be reflected or which shall be accompanied by a statement showing the employer's name, the employee's name or pay roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

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

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

(5) *Kos en huisvesting.*—Behoudens die bepalings van die Natu-
relle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie
van sy werknemer vereis om kos en/of huisvesting van hom of
van 'n persoon of op 'n plek wat hy aanwys, aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag nie sy werk-
nemers beboet nie en hy mag ook geen bedrae van sy werk-
nemers se besoldiging aftrek nie, met uitsondering van die
volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n
bedrag vir 'n vakansie-, siekte-, versekerings-, spaar-,
voorsorgs- of pensioenfonds; met dien verstande dat, in
die geval van 'n bedrag wat ooreenkomstig die bepalings
van klousule 9 (1) (b) vir 'n siekte- of voorsorgsfonds
afgetrek word, die skriftelike toestemming van die werk-
nemer nie verkry hoef te word nie;
- (b) behoudens andersluidende bepalings in hierdie Ooreenkoms,
wanneer 'n werknemer van sy werk afwesig is weens 'n
ander rede as in opdrag of op versoek van sy werkgewer,
'n bedrag wat eweredig is aan die tydperk van sy afwesig-
heid, bereken op grondslag van die loon wat sodanige
werknemer ten opsigte van sy gewone werkure tydens
sodanige afwesigheid ontvang het;
- (c) 'n bedrag wat 'n werkgewer ingevolge of kragtens 'n wet of
'n bevel van 'n bevoegde hof moet of mag aftrek;
- (d) 'n bedrag ten opsigte van enige ander openbare vakansie-
dag as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemel-
vaartsdag, Gelofte-dag of Kersdag, waarop 'n werknemer
op sy eie versoek toegelaat word om nie te werk nie, wat
gelyk is aan die loon wat hy sou ontvang het as hy op
sodanige dag gewerk het;
- (e) 'n bedrag gelyk aan die bydraes tot die fondse van die
Glass Workers' Union;
- (f) wanneer 'n werknemer daarmee instem of wanneer daar
ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet,
1945, van hom vereis word om kos en/of huisvesting van
sy werkgewer te ontvang, hoogstens die bedrae hieronder
gespesifiseer:—

	Per week.	Per maand.
	R c	R c
Kos	0 40	1 73
Huisvesting	0 20	0 87
Kos en huisvesting	0 60	2 60

- (g) wanneer die gewone werkure soos voorgeskryf in klousule
7, weens korttyd verminder word, 'n bedrag ten opsigte
van elke uur van sodanige vermindering wat van die
werknemer se weekloon, gedeel deur die getal gewone
werkure wat sodanige werknemer in 'n week werk, afgetrek
moet word; met dien verstande dat geen bedrag afgetrek
mag word nie—

- (i) in die geval van korttyd wat ontstaan as gevolg van
'n tydelike slapte in die handel of 'n tekort aan
spoorwegtrokke of grondstowwe tensy die werkgewer
sy werknemer minstens 24 uur vooraf kennis gegee
het van sy voorneme om die gewone werkure aldus te
verminder;
- (ii) in die geval van korttyd wat ontstaan as gevolg van
'n brand, slegte weer of 'n algemene onklaarraking
van uitrusting of masjinerie of 'n dreigende onklaar-
raking van geboue weens 'n ongeluk of ander onvoor-
sienbare noodgeval, ten opsigte van die eerste uur nie
gewerk nie tensy die werkgewer sy werknemer op die
vorige dag kennis gegee het dat daar geen werk
beskikbaar sal wees nie.

7. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK.

(1) *Gewone werkure.*—(i) Die gewone werkure van 'n werk-
nemer, uitgesonderd 'n los werknemer, mag nie meer wees nie
as—

- (a) 44 in enige week van Maandag tot en met Vrydag;
- (b) nege op enige dag.

(ii) Geen werk hoegenaamd mag op 'n Saterdag verrig word
nie.

(iii) Die gewone werkure van 'n deeltydse bestuurder van 'n
motorvoertuig mag nie meer wees nie as—

- (a) 44 in enige week, met inbegrip van werk wat verrig is in
verband met sodanige werknemer se gewone pligte (d.w.s.
die ander werk as om 'n motorvoertuig te bestuur), en
altesaam 12 in enige week ten opsigte van sy bestuurwerk
alleen;
- (b) behoudens die bepalings van paragraaf (a) hiervan en ten
opsigte van sy bestuurwerk alleen, drie uur altesaam op
enige dag; en
- (c) behoudens die bepalings van paragraaf (a) hiervan en met
inbegrip van die werk verrig in verband met sodanige
werknemer se gewone pligte, nege uur per dag.

(2) Die gewone werkure van 'n los werknemer mag nie meer
as nege op enige dag wees nie.

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

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

- (a) With the written consent of his employee a deduction for
holiday, sick, insurance, savings, provident or pension
funds, provided that in case of a deduction for sick or
provident funds, in terms of clause 9 (1) (b), the written
consent of the employee need not be obtained;
- (b) except where otherwise provided in this Agreement when-
ever an employee is not at work, other than on the instruc-
tions of or at the request of his employer, a deduction
proportionate to the period of his absence calculated on
the basis of the wage which such employee was receiving
in respect of his ordinary hours of work at the time
thereof;
- (c) a deduction of any amount which an employer by any law
or any order of any competent court is required or per-
mitted to make;
- (d) a deduction in respect of any public holiday other than
New Year's Day, Good Friday, Easter Monday, Ascension
Day, Day of the Covenant or Christmas Day on which an
employee at his own request is permitted not to work of
the wage which he would have received had he worked
on such day;
- (e) a deduction of contributions to the funds of the Glass
Workers' Union;
- (f) when an employee agrees or is required in terms of the
Natives (Urban Areas) Consolidation Act, 1945, to accept
board and/or lodging from his employer, a deduction not
exceeding the amounts specified hereunder:—

	Per Week	Per Month.
	R c	R c
Board	0 40	1 73
Lodging	0 20	0 87
Board and lodging	0 60	2 60

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

- (i) in the case of short-time arising out of a temporary
slackness of trade or shortage of railway trucks or
raw material unless the employer has given his
employee not less than 24 hours' notice of his intention
so to reduce the ordinary hours of work;
- (ii) in the case of short-time arising out of fire, vagaries
of the weather or a general breakdown of plant or
machinery or a threatened breakdown of buildings due
to accident or other unforeseen emergency, in respect
of the first hour not worked, unless the employer has
given his employee notice on the previous day that
no work will be available.

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

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

- (a) Forty-four in any week from Monday to Friday inclusive;
- (b) Nine in any day.

(ii) No work whatsoever shall be performed on a Saturday.

(iii) The ordinary hours of work of a part-time motor vehicle
driver shall not exceed—

- (a) Forty-four in any week, inclusive of work performed in
relation to such employee's ordinary duties (i.e. the work
other than that of driving a motor vehicle), and 12 in the
aggregate in any week in respect of his driving duties only;
- (b) subject to paragraph (a) hereof and in respect of his driv-
ing duties only, three hours in the aggregate on any day;
and
- (c) subject to paragraph (a) hereof and inclusive of the work
performed in relation to such employee's ordinary duties
nine hours per day.

(2) The ordinary hours of work of a casual employee shall
not exceed nine in any day.

(3) *Etenspouses*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir meer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar geen werk verrig word nie en sodanige pouse word nie geag deel van die gewone werkure of oortydwerk uit te maak nie; met dien verstande dat—

- (i) indien sodanige pouse langer as een uur duur, enige tydperk van langer as 1½ uur geag word gewone werkure te wees;
- (ii) werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees.

(4) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n handelsreisiger, bestuurder van 'n motorvoertuig of deeltydse bestuurder van 'n motorvoertuig, 'n ruspouse van minstens 10 minute toestaan so na as moontlik—

- (a) aan die middel van elke eerste werktydperk op 'n dag; en
- (b) aan die middel van elke tweede werktydperk op 'n dag; waarin daar nie van 'n werknemer vereis mag word of hy nie toegelaat mag word om werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure uit te maak.

(5) *Werkure moet aaneenlopend wees*.—Behoudens die bepalings van subklousules (3) en (4), moet alle werkure aaneenlopend wees.

(6) *Oortyd*.—Alle werk wat daar langer gewerk word as die getal ure wat in subklousules (1) en (2) ten opsigte van 'n dag of 'n week voorgeskryf word, word geag oortyd te wees.

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

- (a) tien uur in 'n week;
- (b) drie uur op 'n dag; te werk nie.

(8) *Vroulike werknemers*.—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat—

- (a) om tussen 6 nm. en 6 vm. te werk nie;
- (b) om na 1 nm. op meer as vyf dae in 'n week te werk nie;
- (c) om oortyd vir meer as twee uur op 'n dag te werk nie;
- (d) om oortyd op meer as drie agtereenvolgende dae te werk nie;
- (e) om oortyd op meer as 60 dae in 'n jaar te werk nie;
- (f) om na voltooiing van haar gewone werkure vir meer as 'n uur op 'n dag oortyd te werk nie tensy hy—

(i) voor die middag kennis daarvan aan sodanige werknemer gegee het;

- (ii) sodanige werknemer voorsien het van 'n toereikende ete voordat sy met sodanige oortyd moet begin; of
- (iii) aan sodanige werknemer 25c betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry voordat sy met sodanige oortyd moet begin.

(9) *Betaling vir oortydwerk*.—'n Werkgewer moet sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van alle oortyd wat hy gewerk het, besoldig teen minstens een en 'n half maal sy gewone loon gedeel deur 44 ten opsigte van elke uur of 'n pro rata betaling ten opsigte van 'n gedeelte van 'n uur altesaam in enige week gewerk. In die geval van 'n los werknemer, is die betaling 1½ maal sy dagloon gedeel deur nege ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk op enige dag.

(10) *Voorbehoudbepalings*.—Die bepalings van hierdie klousule is nie op 'n wag van toepassing nie; die bepalings van subklousules (7) en (9) is nie op 'n handelsreisiger van toepassing nie en die bepalings van subklousules (3), (4), (5) en (7) is nie op 'n werknemer wat werk verrig wat deur 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval genoodsaak word, van toepassing nie.

8. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer soos volg verlof met volle betaling toestaan ten opsigte van elke volle jaar diens by hom;—

- (a) In die geval van 'n handelsreisiger en 'n wag, drie agtereenvolgende weke;
- (b) in die geval van elke ander werknemer, twee weke plus drie werkdae, wat almal agtereenvolgend moet wees.

(2) Die verlof genoem in subklousule (1), moet toegestaan word op 'n tyd wat die werkgewer bepaal; met dien verstande dat—

- (i) indien sodanige verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande vanaf die voltooiing van die jaar diens waarop dit betrekking het;
- (ii) die tydperk van sodanige verlof nie mag saamval nie met siekteverlof wat ooreenkomstig die bepalings van klousule 9 toegestaan is of met enige tydperk waarin daar van die werknemer vereis word om militêre opleiding te ondergaan;
- (iii) indien Nuwejaarsdag, Goie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, 'n ander dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle betaling.

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

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

(4) *Rest intervals*.—An employer shall grant to each of his employees, other than a traveller, motor vehicle driver or part-time motor vehicle driver, a rest interval of not less than ten minutes at as nearly as practicable:—

- (a) in the middle of each first work period in a day, and

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

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

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

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

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

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

- (a) to work between 6 p.m. and 6 a.m.;
- (b) to work after 1 p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day;
- (d) to work overtime on more than three consecutive days;
- (e) to work overtime on more than sixty days in any year;
- (f) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- (i) before midday given notice thereof to such employee;
- (ii) provided such employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such employee twenty-five cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for overtime*.—An employer shall pay to his employee, other than a casual employee, in respect of all overtime worked by him remuneration at a rate not less than one-and-one-half times his ordinary wage divided by forty-four in respect of each hour or a pro rata payment in respect of a part of an hour worked in the aggregate in any week. In the case of a casual employee, the payment shall be one-and-one-half times his daily wage divided by nine in respect of each hour or part of an hour so worked on any day.

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

8. ANNUAL LEAVE.

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

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

on full pay.

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

- (i) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 9 nor with any period during which the employee is required to undergo military training;
- (iii) if New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;

(iv) 'n werkgewer enige dag geleentheidsverlof met volle betaling wat hy gedurende die 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het, op die skriftelike versoek van sodanige werknemer aan hom toegestaan het, mag aftrek van sodanige tydperk van verlof.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof genoem in subklousule (1), moet voor of op die laaste werkdag voor die begindatum van sodanige verlof betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of gedurende 'n daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die tydperk van verlof genoem in subklousule (1), opgehoop het, moet, behoudens die bepalings van die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging minstens die volgende betaal word in plaas van die verlof en ten opsigte van elke voltooide maand van sodanige tydperk van minder as een jaar:—

(a) In die geval van 'n handelsreisiger of 'n wag, een kwart van die weekloon;

(b) in die geval van alle ander werknemers, een volle dag se loon; wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

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

(6) Vir die toepassing van hierdie klousule, sluit die uitdrukking „diens” enige tydperk in ten opsigte waarvan 'n werkgewer, ooreenkomstig die bepalings van subklousule (1) van klousule 16 'n werknemer betaal in plaas van kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer—

(a) afwesig is met verlof ooreenkomstig die bepalings van subklousule (1);

(b) militêre opleiding moet ondergaan;

(c) van sy werk afwesig is in opdrag of op versoek van sy werkgewer;

(d) afwesig is met siekteverlof ooreenkomstig die bepalings van klousule 9; wat altesaam hoogstens 10 weke in enige jaar beloop ten opsigte van items (a), (c) en (d) plus enige tydperk van militêre opleiding wat hy daardie jaar ondergaan het, en sy diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms kragtens enige wet op verlof geregtig geword het—vanaf die datum waarop sodanige werknemer laas kragtens sodanige wet op sodanige verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms in werking getree het en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie ooreenkomstig die bepalings van sodanige wet op sodanige verlof geregtig geword het nie—vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer—vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het of vanaf die datum waarop hierdie Ooreenkoms in werking getree het, naamlik die jongste datum.

9. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat van sy werk afwesig is weens onvermoë om te werk, siekteverlof van minstens 20 werkdade altesaam gedurende elke kringloop van 24 agtereenvolgende maande diens by hom toestaan en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ooreenkomstig die bepalings hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande—

(a) dat 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke volle tydperk van vyf weke diens;

(b) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer 'n bedrag wat minstens gelyk is aan dié wat die werknemer bydra, aan 'n fonds of organisasie betaal wat deur die werknemer aangewys word, naamlik 'n fonds of organisasie wat aan die werknemer waarborg dat hy, ingeval van sy onvermoë om te werk onder die omstandighede soos in hierdie klousule omskryf, altesaam minstens die ekwivalent van sy loon vir 20 werkdade in elke kringloop van 24 maande diens betaal sal word, behalwe dat gedurende die eerste 24 maande ten opsigte waarvan die werknemer bydraes betaal, die gewaarborgde betaling nie ten opsigte van 'n groter getal dae hoef te geskied nie as die oploosyfer genoem in die eerste voorbehoudsbepaling van hierdie subklousule;

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

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

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

(a) in the case of a traveller or a watchman, one-quarter of the weekly wage;

(b) in the case of all other employees, one full day's pay;

based on the rate of wages he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon termination be paid the amount which he would have received in respect of the leave had the leave been granted to him on the date of termination.

(6) For the purpose of this clause the expression “employment” shall include any period in respect of which an employer, in terms of sub-clause (1) of clause 16, pays an employee in lieu of notice and also any period or periods during which an employee is—

(a) absent on leave in terms of sub-clause (1);

(b) required to undergo military training;

(c) absent from work on the instructions of or at the request of his employer;

(d) absent on sick leave in terms of clause 9;

amounting in the aggregate to not more than ten weeks in any year in respect of items (a), (c) and (d) plus any period of military training undergone in that year and employment shall be deemed to commence—

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

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

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

9. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, not less than 20 work days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period, provided—

(a) that during the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed period of five weeks of employment;

(b) that this clause shall not apply to an employee at whose written request an employer makes contributions at least equal to those made by the employee to any fund or organisation nominated by the employee, namely a fund or organisation which guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 20 work days in each cycle of 24 months' employment except that during the first 24 months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;

- (e) dat, waar 'n werkgewer by enige wet vereis word om gelde vir die hospitaal- of geneeskundige behandeling van 'n werknemer te betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek mag word van die betaling wat verskuldig is ten opsigte van afwesigheid, ooreenkomstig die bepalings van hierdie klousule, weens onvermoë om te werk;
- (d) dat, indien daar by enige ander wet van 'n werkgewer vereis word om ten opsigte van enige tydperk van onvermoë om te werk, wat deur hierdie klousule gedek word, aan 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie;
- (e) dat die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is vir enige tydperk van afwesigheid met siekteverlof ooreenkomstig die bepalings van hierdie klousule, bereken moet word op grondslag van die besoldiging wat aan sodanige werknemer betaal is op sy laaste betaaldag onmiddellik voor sodanige afwesigheid.

(2) 'n Werkgewer mag, 'n voorafgestelde voorwaarde vir die betaling van enige bedrag wat 'n werknemer kragtens hierdie klousule mag eis ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, vereis dat die werknemer 'n sertifikaat moet indien wat deur 'n geneeskundige praktisyn onderteken is en wat die aard en duur van die werknemer se onvermoë bevestig; met dien verstande dat wanneer 'n werknemer by twee of meer geleenthede gedurende enige tydperk van agt agtereenvolgende weke betaling kragtens hierdie klousule geeis het vir tydperke van drie agtereenvolgende kalenderdae of minder sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die daaropvolgende agt weke as 'n voorafgestelde voorwaarde vir die betaling van enige bedrag wat sodanige werknemer kragtens hierdie klousule mag eis, van sodanige werknemer mag vereis om so 'n sertifikaat in te dien, afgesien van die duur van sodanige afwesigheid.

(3) Waar 'n werknemer gedurende die eerste kringloop van 24 maande diens by dieselfde werkgewer weens onvermoë om te werk, afwesig is vir 'n tydperk wat langer is as die siekteverlof wat ten tyde van sodanige onvermoë opgeloop het, is hy geregtig op betaling ten opsigte van slegs dié siekteverlof wat aldus opgeloop het, maar sy werkgewer moet, as hy dit nie alreeds gedoen het nie, by die verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, hom betaal ten opsigte van dié siekteverlof wat opgeloop het by sodanige verstryking of beëindiging en wat hy nie gedurende sy afwesigheid weens onvermoë om te werk, geneem het nie.

(4) Vir die toepassing van hierdie klousule—

- (a) beteken „loon” 'n werknemer se loon plus sy lewenskoste-toelae;
- (b) het „diens” dieselfde betekenis as wat in subklousule (6) van klousule 8 daaraan geheg word; met dien verstande dat enige tydperk van diens wat 'n werknemer voor die datum waarop hierdie Ooreenkoms in werking getree het, by dieselfde werkgewer gehad het, vir die toepassing van hierdie klousule geag word diens kragtens hierdie Ooreenkoms te wees en dat enige siekteverlof met volle betaling wat gedurende sodanige tydperk aan sodanige werknemer verleen is, geag word toegestaan te gewees het kragtens die bepalings van hierdie Ooreenkoms;
- (c) beteken „onvermoë om te werk” onvermoë weens 'n siekte of besering, uitgesonderd dié wat veroorsaak is deur 'n werknemer se eie wangedrag; met dien verstande dat onvermoë om te werk, wat veroorsaak is deur 'n ongeluk ten opsigte waarvan vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, geag word onvermoë te wees slegs ten opsigte van enige tydperk van onvermoë waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

10. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op en moet verlof met volle betaling verleen word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag en Kersdag; met dien verstande dat daar van 'n werknemer vereis mag word om op enige sodanige dag te werk; en voorts met dien verstande dat wanneer sodanige vakansiedag op 'n Saterdag val, die bepalings van hierdie subklousule nie van toepassing is nie.

(2) *Betaling vir werke op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die bedrag betaal wat in subklousule (1) genoem word, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur 44.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die dagloon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sodanige loon gedeel deur agt.

(c) 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 deducted from the payment due in respect of absence owing to incapacity in terms of this clause;

(d) 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 wage, the provisions of this clause shall not apply;

(e) that the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of the remuneration paid to such employee on his last pay day immediately preceding such absence.

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

(3) Where during the first cycle of 24 months of employment with the same employer an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to payment only in respect of such sick leave as has so accrued, but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave accrued at such expiration or termination has not been taken.

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

- (a) “wage” shall mean an employee's wage plus his cost of living allowance;
- (b) “employment” shall have the same meaning as that assigned to it in sub-clause (6) of clause 8 provided that any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall for the purpose of this clause be deemed to be employment under this Agreement and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;
- (c) “incapacity” means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct, provided that any inability to work caused by an accident in respect of which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

10. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day; provided further that when such holiday falls on a Saturday the provisions of this sub-clause shall not apply.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in sub-clause (1) plus, in respect of each hour or part of an hour so worked, his weekly wage divided by 44.

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

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

- (i) of minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal as hy aldus werk vir 'n tydperk van hoogstens vier uur; of
- (ii) minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of dié besoldiging wat nie minder mag wees nie as dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n werkdag werk, naamlik die grootste bedrag, betaal indien hy aldus werk vir 'n tydperk van langer as vier uur.

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon wat in klousule 4 (1) (b) vir 'n los werknemer voorgeskryf word of minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk gewerk op sodanige Sondag, naamlik die grootste bedrag.

(5) Die bepalings van hierdie klousule is nie op 'n handelsreisiger of 'n wag van toepassing nie.

11. GETALVERHOUDING.

(1) 'n Werkgever moet 'n gekwalifiseerde manlike klerk, 'n gekwalifiseerde vroulike klerk, 'n gekwalifiseerde handelsreisiger, twee gekwalifiseerde motorglasmoniteurs, 'n gekwalifiseerde glas-snyer, 'n gekwalifiseerde glasafskuinser, 'n gekwalifiseerde glasversilweraar, 'n gekwalifiseerde poleerder, fynskuurder of rougeerder of drie arbeiders wat 18 jaar oud of ouer is, in sy diens hê voordat hy onderskeidelik 'n ongekwalifiseerde manlike klerk, 'n ongekwalifiseerde vroulike klerk, 'n ongekwalifiseerde handelsreisiger, 'n ongekwalifiseerde motorglasmoniteur, 'n ongekwalifiseerde glassnyer, 'n ongekwalifiseerde glasafskuinser, 'n ongekwalifiseerde glasversilweraar, 'n ongekwalifiseerde poleerder, fynskuurder of rougeerder of 'n arbeider onder die leeftyd van 18 jaar in diens mag neem.

(2) 'n Werkgever mag nie meer as—

- (a) een ongekwalifiseerde manlike klerk of een ongekwalifiseerde vroulike klerk in diens neem nie vir onderskeidelik een gekwalifiseerde manlike klerk of een gekwalifiseerde vroulike klerk wat by hom in diens is;
- (b) twee ongekwalifiseerde handelsreisigers, een ongekwalifiseerde motorglasmoniteur, twee ongekwalifiseerde glassnyers, twee ongekwalifiseerde glasafskuiners, twee ongekwalifiseerde glasversilweraars, twee ongekwalifiseerde poleerders, fynskuurders of rougeerders of een arbeider wat onder die leeftyd van 18 jaar is, in diens neem nie vir onderskeidelik een gekwalifiseerde handelsreisiger, twee gekwalifiseerde motorglasmoniteurs, een gekwalifiseerde glassnyer, een gekwalifiseerde glasafskuinser, een gekwalifiseerde glasversilweraar, een gekwalifiseerde poleerder, fynskuurder of rougeerder of drie arbeiders van 18 jaar oud of ouer wat by hom in diens is.

(3) Vir die toepassing van hierdie klousule—

- (a) word 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word geag 'n gekwalifiseerde werknemer in daardie klas te wees;
- (b) mag 'n werkgever wat geheel en al of hoofsaaklik die werk van 'n klerk, glassnyer, 'n glasafskuinser, 'n glasversilweraar of 'n poleerder, fynskuurder of rougeerder verrig, geag word 'n gekwalifiseerde klerk, 'n gekwalifiseerde glassnyer, 'n gekwalifiseerde glasafskuinser, 'n gekwalifiseerde glasversilweraar of 'n gekwalifiseerde poleerder, fynskuurder of rougeerder, na gelang van die geval, te wees.

12. STUKWERK OF TAAKWERK.

(1) Behoudens die bepalings van klousule 6 (6), moet 'n werkgever aan sy werknemer wat vir enige tydperk vir stukwerk of taakwerk gebruik word, 'n besoldiging betaal soos ooreengekom tussen die werkgever en sy werknemer; met dien verstande dat, ongeag die hoeveelheid of omvang van die werk verrig is, die werkgever aan sodanige werknemer minstens—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk of taakwerk verrig word, die weekloon moet betaal wat in klousule 4 (1) vir 'n werknemer van sy klas en in sy gebied voorgeskryf word;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk of taakwerk verrig word, die loon moet betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word;

plus vyf persent.

(2) 'n Werkgever moet 'n lys van die stukwerk- of taakwerk-lone genoem in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hê en mag nie sodanige lone verlaag nie tensy hy sy werknemer minstens twee weke vooraf kennis van die voorgename verandering gegee het.

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

- (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week day; or
- (ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater.

(4) Whenever a casual employee works on a Sunday his employer shall pay him not less than double the wage prescribed in clause 4 (1) (b) for a casual employee, or at a rate of not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, whichever is the greater.

(5) The provisions of this clause shall not apply to a traveller or a watchman.

11. PROPORTION OR RATIO.

(1) An employer shall employ a qualified male clerical employee, a qualified female clerical employee, a qualified traveller, two qualified auto-glass fitters, a qualified glass cutter, a qualified glass beveller, a qualified glass silverer, a qualified polisher, buffer or rouger or three labourers of the age of 18 years or over before he may employ an unqualified male clerical employee, an unqualified female clerical employee, an unqualified traveller, an unqualified auto-glass fitter, an unqualified glass cutter, an unqualified glass beveller, an unqualified glass silverer, an unqualified polisher, buffer or rouger or a labourer under the age of 18 years, respectively.

(2) An employer shall not employ more than—

- (a) one unqualified male clerical employee or one unqualified female clerical employee for each one qualified male clerical employee or each one qualified female clerical employee, respectively, employed by him;
- (b) two unqualified travellers, one unqualified auto-glass fitter, two unqualified glass cutters, two unqualified glass bevellers, two unqualified glass silverers, two unqualified polishers, buffers or rougers or one labourer under the age of 18 years for each one qualified traveller, each two qualified auto-glass fitters, each one qualified glass cutter, each one qualified glass beveller, each one qualified glass silverer, each one qualified polisher, buffer or rouger or each three labourers of the age of 18 years or over, respectively, employed by him.

(3) For the purposes of this clause—

- (a) an unqualified employee receiving not less than the wage prescribed in clause 4 (1) for a qualified employee of his class may be deemed to be a qualified employee in that class;
- (b) an employer who is wholly or mainly engaged in performing the work of a clerical employee, a glass cutter, a glass beveller, a glass silverer or a polisher, buffer or rouger may be deemed to be a qualified clerical employee, a qualified glass cutter, a qualified glass beveller, a qualified glass silverer or a qualified polisher, buffer or rouger, as the case may be.

12. PIECE-WORK OR TASK-WORK.

(1) Save as provided in clause 6 (6) an employer shall pay to his employee employed on piece-work or task-work for any period remuneration at the rates agreed upon between the employer and his employee; provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than—

- (a) in the case of an employee other than a casual employee, in respect of each week in which piece-work or task-work is performed, the weekly wage prescribed in clause 4 (1) for an employee of his class and area;
- (b) in the case of a casual employee, in respect of each day on which piece-work or task-work is performed, the wage prescribed in clause 4 (1) for a casual employee;

plus five per cent.

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

13. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke en/of beskermende klere wat hy mag vereis dat sy werknemer moet dra of wat hy by enige wet of regulasie verplig word om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie toestand hou, en sodanige uniforms, oorpakke en beskermende klere bly die eiendom van die werkgewer; met dien verstande dat minstens een oorpak elke ses maande verskaf moet word op die voorwaardes vervat in hierdie klousule en op die verdere voorwaarde dat die ou oorpak aan die werkgewer teruggegee moet word voordat die nuwe uitgereik word.

14. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN VYFTIEN JAAR.

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

15. DIENSSERTIFIKAAT.

Op die versoek van 'n werknemer, moet 'n werkgewer by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volle name van die werkgewer en die werknemer, die aard van die werk, die datum van aanvangs en beëindiging van die kontrak en die besoldiging op die datum van beëindiging gemeld word.

16. BEÏNDIGING VAN KONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste maand diens minstens 24 uur en daarna minstens een week vooraf kennis gee van sy voorneme om die dienskontrak te beëindig of in plaas van sodanige kennisgewing, minstens die volgende betaal of verbeur:—

(a) In die geval waar 24 uur vooraf kennis gegee moet word, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur vyf;

(b) in die geval waar 'n week vooraf kennis gegee moet word, minstens die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het;

met dien verstande dat die volgende nie hierdeur geraak word nie:—

(i) Die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing te beëindig om 'n regsgeldige rede;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as dié voorgeskryf in hierdie klousule;

(iii) die inwerkingtreding van enige verbeuring of boete wat by wet van toepassing is ten opsigte van 'n werknemer wat dros.

(2) Wanneer 'n ooreenkoms aangegaan word ooreenkomstig die bepalings van die tweede voorbehoudsbepaling van subklousule (1), moet die betaling of verbeuring in plaas van kennisgewing in verhouding staan tot die tydperk van kennisgewing waaroor daar ooreengekom is.

(3) Die kennisgewing genoem in subklousule (1), loop vanaf die dag waarop dit gegee word; met dien verstande dat kennis nie gegee mag word nie en die kennisgewingstermyn of die verbeuring nie mag saamval nie met 'n werknemer se afwesigheid met jaarlikse verlof ooreenkomstig die bepalings van klousule 8 of met siekteverlof ooreenkomstig die bepalings van klousule 9 of met 'n werknemer se afwesigheid weens militêre opleiding.

17. VERBOD OP BUITEWERK.

(1) Geen werkgewer en/of werknemer mag werk in 'n ander perseel as dié geregistreer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, onderneem of verrig nie.

(2) Geen perseel mag op 'n Saterdag vir handel oop wees nie.

Op hede die 5de dag van September 1961 te Johannesburg onderteken.

W. ROELAND,
Voorsitter.

H. TAYLOR,
Verteenwoordiger van The South African
National Flat Glass Association en die
firma B. Berold en Kie., Bpk., Germiston.

L. C. SCHEEPERS,
Verteenwoordiger van The Glass Workers'
Union.

Johannesburg.

13. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition, free of charge, any uniforms, overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee and such uniforms, overalls and protective clothing shall remain the property of the employer, provided that at least one overall shall be provided every six months on the conditions set out in this clause and on the further condition that the old overall shall be returned to the employer prior to the issue of a new one.

14. 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.

15. CERTIFICATE OF SERVICE.

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

16. TERMINATION OF CONTRACT.

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

(a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by five;

(b) in the case of a week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

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

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given, provided that notice shall not be given nor shall the period of notice or forfeiture run concurrently with the employee's absence on annual leave in terms of clause 8 or sick leave in terms of clause 9, or while an employee is absent on military training.

17. PROHIBITION OF OUT-WORK.

(1) No employer and/or employee shall undertake or perform any work in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, as amended.

(2) No premises shall be open for trading on a Saturday.

Signed at Johannesburg this 5th day of September, 1961.

W. ROELAND,
Chairman.

H. TAYLOR,
Representing the South African National
Flat Glass Association and Messrs. B.
Berold & Co., Ltd., Germiston.

L. C. SCHEEPERS,
Representing the Glass Workers' Union.

Johannesburg.

No. 165.]

[2 Februarie 1962.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

PLATWARE-AFDELING VAN DIE GLAS- EN GLAS-
WARENYWERHEID, JOHANNESBURG EN
GERMISTON.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Platware-afdeling van die Glas- en Glaswarenywerheid, Johannesburg en Germiston, gepubliseer by Goewerments-kennisgewing No. 164 van 2 Februarie 1962, oor die algemeen vir persone wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die betrokke bepalinge van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 165.]

[2 February 1962.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941, AS AMENDED.

FLATWARE SECTION OF THE GLASS AND GLASS-
WARE MANUFACTURING INDUSTRY.—
JOHANNESBURG AND GERMISTON.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Flatware section of the Glass and Glassware Manufacturing Industry, Johannesburg and Germiston, published under Government Notice No. 164 of the 2nd February, 1962, to be, on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

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