

BUITENGEWONE



EXTRAORDINARY

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 411.]

[15 Maart 1968.]

WET OP NYWERHEIDSVERSOENING, 1956.

CHEMIKALIEËNYWERHEID (KAAP).

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Chemikalieënywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1970 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (7) (g), 18, 20 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1970 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die munisipale gebied van Kaapstad en in die landdrosdistrik Bellville (uitgesonderd daardie gedeelte van die landdrosdistrik Bellville wat voor die publikasie van Goewermentskennisgewing No. 2102 gedateer 2 November 1945 binne die landdrosdistrik Wynberg geval het, maar met inbegrip van daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van Goewermentskennisgewings Nos. 171 en 283 van 8 Februarie 1957 en 2 Maart 1962 onderskeidelik binne die landdrosdistrik Bellville geval het); en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (7) (g), 18, 20 en 21, vanaf die tweede Maandag na die datum van publikasie

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 411.]

[15 March 1968.]

INDUSTRIAL CONCILIATION ACT, 1956.

CHEMICAL INDUSTRY (CAPE).

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Chemical Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st July 1970, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (7) (g), 18, 20 and 21, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st July 1970, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Municipal Area of Cape Town and in the Magisterial District of Bellville (excluding that portion of the Magisterial District of Bellville which prior to the publication of Government Notice No. 2102 dated the 2nd November, 1945, fell within the Magisterial District of Wynberg, but including those portions of the Magisterial Districts of Malmesbury and Stellenbosch which prior to the publication of Government Notices Nos. 171 and 283 of the 8th February 1957, and the 2nd March 1962, respectively, fell within the Magisterial District of Bellville); and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Municipal Area of Cape Town and in the Magisterial District of Bellville (excluding that portion of the Magisterial District of Bellville which

van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1970 eindig, in die munisipale gebied van Kaapstad en in die landdrosdistrik Bellville (uitgesonderd daardie gedeelte van die landdrosdistrik Bellville wat voor die publikasie van Goewermentskennisgewing No. 2102 gedateer 2 November 1945 binne die landdrosdistrik Wynberg geval het, maar met inbegrip van daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van Goewermentskennisgewings Nos. 171 en 283 van 8 Februarie 1957 en 2 Maart 1962 onderskeidelik binne die landdrosdistrik Bellville geval het) *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie engeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE CHEMIKALIEË- NYWERHEID (KAAP).

OOREENKOMS

ingevoel die bepalings van die Wet op Nywerheidsversoenig van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

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

Chemical and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Chemikalieënywerheid (Kaap).

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Kaapstad en die landdrosdistrik Bellville (uitgesonderd daardie gedeelte van die landdrosdistrik Bellville wat voor die publikasie van Goewermentskennisgewing No. 2102 van 2 November 1945 binne die landdrosdistrik Wynberg geval het maar met inbegrip van daardie gedeeltes van die landdrosdistrik Malmesbury en Stellenbosch wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 en No. 283 van 2 Maart 1962 onderskeidelik binne die landdrosdistrik Bellville geval het) deur alle werkgewers nagekom word wat lede van die werkgewersorganisasie is en die Chemikalieënywerheid beoefen, en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir die tydperk eindigende 31 Julie 1970 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, No. 28 van 1956, soos gewysig, omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings daarvan bedoel; met woorde wat die manlike geslag aandui, word ook vrouens bedoel; en voorts, tensy onbestaanbaar met die sinsverband, beteken—

„assistent-voorman” ’n werknemer wat die voorman help met die uitvoering van sy pligte en wat in sy afwesigheid namens hom optree;

„ketelbediener” ’n werknemer wat die waterstand en stoomdruk in ’n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag stook, uithaal, hark of met ’n vuuryster mag bewerk;

prior to the publication of Government Notice No. 2102 dated the 2nd November, 1945, fell within the Magisterial District of Wynberg, but including those portions of the Magisterial Districts of Malmesbury and Stellenbosch which prior to the publication of Government Notices Nos. 171 and 283 of the 8th February, 1957 and the 2nd March 1962, respectively, fell within the Magisterial District of Bellville); and from the second Monday after the date of publication of this notice and for the period ending the 31st July, 1970, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (7) (g), 18, 20 and 21, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY (CAPE).

AGREEMENT

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

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

Chemical and Allied Workers' Union

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

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

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the municipal area of Cape Town and the Magisterial District of Bellville (excluding that portion of the Magisterial District of Bellville which prior to the publication of Government Notice No. 2102 dated the 2nd November 1945, fell within the Magisterial District of Wynberg, but including those portions of the Magisterial Districts of Malmesbury and Stellenbosch which prior to the publication of Government Notices Nos. 171 and 283 of the 8th February 1957, and the 2nd March 1962, respectively, fell within the Magisterial District of Bellville), by all employers who are members of the employers' organisation and are engaged in the Chemical Industry and by all employees who are members of the trade union and are employed in the said Industry.

(b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of subsection (1) of section *forty-eight* of the Act, and shall remain in force for the period ending 31st July 1970, or for such a period as may be determined by him.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Industrial Conciliation Act No. 28 of 1956, as amended, shall have the same meaning as in that Act and any reference to an Act includes any amendment thereof; words importing the masculine gender shall include females; further, unless inconsistent with the context—

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

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

„baasjong of ploegbaas” ’n werknemer wat die leier van ’n span arbeiders is;

„los werknemer” ’n werknemer wat vir hoogstens drie dae in ’n week deur dieselfde werkgever in diens geneem word;

„gediplomeerde chemietegnikus” ’n werknemer, uitgesonderd ’n apteker en drogis of ’n chemikus, wat chemiese werk verrig en wat in besit is van ’n goedgekeurde diploma of sertifikaat in Chemie of Laboratoriumtegnologie;

„onderbaas of spanopsigter” ’n werknemer wat, onder die toesig van ’n voorman of assistent-voorman, aan die hoof staan van graad I-werknemers en wat ook aan die hoof mag staan van arbeiders;

„chauffeur” ’n werknemer wat ’n motorvoertuig bestuur wat bedoel is om passasiers te vervoer en gebruik word vir die vervoer van sy werknemer of van personeel, klante of besoekers en wat gebruik kan word vir die vervoer van dokumente of pakkies wat nie die produkte van die bedryfsinrigting bevat nie, behalwe wanneer die produkte gebruik of bedoel word om as monsters te dien;

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

Geneeskundige preparate wat bedoel is vir gebruik deur mens of dier, toiletpreparate, parfuim of reukwater, antiseptiese middels, reukverdrywers, chemiese produkte vir fotografiese doeleindes, bakpoeder en/of die bestanddele daarvan, gis, gelatien, ekstrakte, geursels en kleurstowwe vir eetware.

„chemietegnikus” ’n werknemer, uitgesonderd ’n gediplomeerde chemietegnikus, apteker en drogis of chemikus, wat chemiese werk verrig en omvat dit ook ’n masjien—en/of installasiebediener, ’n proseswerker en ’n toetser;

„chemietegnikus, gekwalifiseer,” ’n chemietegnikus wat minder as ses jaar ondervinding het of geag word minder as 4 jaar ondervinding te hê;

„chemiese werk” die uitvoering van chemiese behandelings, die opstel en aanpassing van die formules van stowwe en die analitiese kontrole oor die chemiese prosesse vir ru- of half-vervaardigde of afgewerkte produkte;

„chemikus” ’n werknemer, uitgesonderd ’n apteker en drogis, wat in besit is van ’n graad of ’n gelykwaardige diploma in Chemie en wat daarbenewens minstens drie jaar ondervinding het van chemiese werk soos hierin omskryf en wat sodanige werk verrig;

„apteker en drogis” ’n werknemer wat ingevolge die Wet op Geneesher, Tandartse en Aptekers, 1928, as ’n apteker en drogis geregistreer is en wat chemiese werk verrig;

„klerk” ’n werknemer wat uitsluitlik of hoofsaaklik skryfwerk, tikwerk of enige ander soort klerklike werk verrig, en ook ’n versendingsklerk, pakhuisman of magasynmeester, telefonis en ’n kassier;

„gekwalifiseerde vroulike klerk” ’n vroulike klerk met minstens 4 jaar ondervinding;

„ongekwalifiseerde vroulike klerk” ’n vroulike klerk met minder as 4 jaar ondervinding;

„gekwalifiseerde manlike klerk” ’n manlike klerk met minstens 5 jaar ondervinding;

„ongekwalifiseerde manlike klerk” ’n manlike klerk met minder as 5 jaar ondervinding;

„versendingsklerk” ’n werknemer wat verantwoordelik is vir die ontvangs van goedere uit ’n voorraadkamer of pakhuis of van afdelings vir versending, en wat toesig mag hou oor die verpakking en/of bymeekaarmaak van sodanige goedere, die nagaan van pakkette en die weeg of adresseer daarvan;

„noodwerk” enige werk wat weens onvoorsiene oorsake soos ’n brand, storm, ongeluk, gewelddaad of diefstal sonder versuim gedoen moet word en ook die werk wat verbonde is aan of in verband staan met die laai of aflaai van trokke of voertuie wat aan die Suid-Afrikaanse Spoorweë en Hawens behoort of van voertuie wat deur ’n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

„bedryfsinrigting” enige perseel waarin of in verband waarmee een of meer werknemers in die Chemikalieënywerheid betrokke is;

„ondervinding”—

(a) met betrekking tot ’n chemietegnikus en ’n leerlingchemietegnikus, die totale tydperk of tydperke wat sodanige werknemer chemiese werk verrig het soos hierin omskryf of wat hy as ’n masjien- en/of installasiebediener of ’n toetser werksaam was;

(b) met betrekking tot ’n klerk en ’n handelsreisiger, die totale tydperk of tydperke wat sodanige werknemer onderskeidelik as ’n klerk en ’n handelsreisiger werksaam was;

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

„casual employee” means an employee who is employed by the same employer on not more than 3 days in any week;

„certificated chemical technician” means an employee, other than a Chemist and Druggist or a Chemist, who is engaged in chemical work and who is the holder of an approved diploma or certificate in Chemical or Laboratory Technology;

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

„chauffeur” means an employee who is engaged in driving a motor vehicle which is intended to carry passengers and used for the conveyance of his employer or of staff, clients or visitors and which may be used for the conveyance of documents or parcels not containing the products of the establishment, except where such products are used or intended for use as samples;

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

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

„chemical technician” means an employee other than a certified chemical technician, chemist and druggist or a chemist, who is engaged in chemical work, and includes a machine and/or plant operator, a process worker and a tester;

„chemical technician, qualified,” means a chemical technician who has had or is deemed to have had less than 4 years experience;

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

„chemist” means an employee, other than a chemist and druggist, who is the holder of a degree or an equivalent diploma in chemistry and who in addition has had not less than 3 years’ experience in and is engaged in chemical work as herein defined;

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

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

„qualified female clerical employee” means a female clerical employee who has had not less than 4 years’ experience;

„unqualified female clerical employee” means a female clerical employee who has had less than 4 years’ experience;

„qualified male clerical employee” means a male clerical employee who has had not less than 5 years’ experience;

„unqualified male clerical employee” means a male clerical employee who has had less than 5 years’ experience.

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

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

„establishment” means any premises in or in connection with which one or more employees are engaged in the Chemical Industry;

„experience” means—

(a) in relation to a chemical technician and a learner chemical technician, the total period or periods of employment which an employee has had in chemical work as herein defined; or a machine and/or plant operator, a process worker or a tester;

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

(c) met betrekking tot 'n graad I-werknemer, die totale tydperk of tydperke wat sodanige werknemer in die Chemikalieënywerheid werksaam was in ander beroepe as dié gespesifiseer in paragrawe (a), (b) en (d) van hierdie woordomskriving;

(d) met betrekking tot 'n arbeider, die totale tydperk of tydperke wat sodanige werknemer as 'n arbeider in die Chemikalieënywerheid werksaam was;

„voorman” 'n werknemer in bevel van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting wat beheer oor dié werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hulle werk doeltreffend doen;

„graad I-werknemer” 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(a) Houers wat gevul met, of wat geneeskundige preparate wat vir gebruik deur mens of dier bedoel is, toiletpreparate, parfuum of reukwater, antiseptiese middels, reukverdrywers, chemiese produkte vir fotografiese doeleindes, bakpoeier en/of dié bestanddele daarvan, gis, gelatien, ekstrakte, geursels en kleurstowwe vir eetware bevat, vul en of etiketteer met die hand of deur middel van 'n semi-outomatiese masjien.

(b) 'n Outomatiese pakmasjien bedien.

(c) Doppe of houers deur middel van 'n semi-outomatiese masjien riefel of verseël of dig toemaak.

(d) Sakke, bottels of ander houers deur middel van hitte of vlamme verseël.

(e) Houers en/of dié inhoud daarvan inspekteer ten einde vas te stel of geen vreemde materiaal daarin is nie.

(f) Materiaal of produkte vorm in voorafgemaakte vorms, vlam-, en fatsuoneerwerk.

(g) Gevormde produkte en/of dié houers gespesifiseer in (a) hierbo, met die hand of deur middel van 'n semi-outomatiese masjien toedraai.

(h) 'n Kragaaangedrewe outomatiese masjien bedien wat nie spesifiek hierbo genoem word nie en wat gebruik word vir dié verpakking van daardie handelsartikels wat onder „Chemikalieënywerheid” genoem word.

(i) Verfraaiings vir dose, bottels of houers bymekaarmaak in invoeg of aanheg en/of regnsy of maak.

(j) Dose of kartonhouers met 'n masjien stik.

(k) Houers lugleeg maak en verseël en/of onder druk verseël.

(l) Meters of temperatuurkaarte nagaan en druk en/of vakuum kontroleer.

(m) Deur middel van handdrukwerk of 'n meganiese aangedrewe masjien op etikette, bottels of ander houers druk.

(n) Etikette of ander drukwerk druk.

(o) Woorde of letters set vir rubberstempels, handdrukwerk of kragaaangedrewe drukmasjien.

(p) Perforeer- of kodemasjiene stel.

(q) Karton of ander materiaal sny deur middel van semi-outomatiese of outomatiese snymasjien.

(r) Sjablone een vir een met die hand of 'n masjien sny en/of sjablone uitsoek of sorteer.

(s) Bestellings opmaak met behulp van verpakkingsstate of afleweringsewysse.

(t) Bestellings verpak vir versending.

„graad I-werknemer, gekwalifiseer,” 'n graad I-werknemer met minstens 2 jaar ondervinding;

„graad I-werknemer, ongekwalifiseer,” 'n graad I-werknemer met minder as 2 jaar ondervinding;

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

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

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

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

(d) laai of aflaai;

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

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

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

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

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

(j) tee of soortgelyke drankte maak;

(k) op afleweringsewysse help;

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

(c) in relation to a grade I employee, the total period or periods of employment which an employee has had in the Chemical Industry in occupations, other than those specified in paragraphs (a), (b) and (d) of this definition;

(d) in relation to a labourer, the total period or periods of employment which an employee has had in the Chemical Industry as a labourer;

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

„grade I employee” means an employee engaged in one or more of the following:—

(a) Filling and/or labelling by hand or by semi-automatic machine such containers as are being filled with or contain medical preparations intended for human or animal use, toilet preparations, perfumes or scents, antiseptics, deodorants, chemical products for photographic purposes, baking powder, and/or its constituents, yeast, gelatine, essences, flavourings and colouring for foodstuffs.

(b) Attending an automatic packaging machine.

(c) Crimping or sealing or tightening caps or containers by semi-automatic machine.

(d) Heat or flame sealing of bags, bottles or other containers.

(e) Inspecting containers and/or contents for foreign matter.

(f) Moulding materials or products in prepared moulds, flaming and shaping.

(g) Wrapping moulded products and/or such containers specified in (a) above by hand or by semi-automatic machine.

(h) Operating any power-driven semi-automatic machine which is not specifically mentioned above and which is used in the packaging of those commodities listed under „Chemical Industry”.

(i) Assembling or inserting or attaching and/or trimming fancy dressings for boxes, bottles or containers and the preparation thereof.

(j) Stitching boxes or cartons by machine.

(k) Drawing vacuum from and/or pressuring and sealing containers.

(l) Checking gauges or temperature charts and controlling pressure and/or vacuum.

(m) Printing on labels, bottles or other containers by hand-printing or mechanically-operated machine.

(n) Printing labels or other printed matter.

(o) Type-setting of words or letters for rubber stamps, hand-printing or power-driven printing machine.

(p) Setting, perforating or coding machines.

(q) Cutting cardboard or other materials by semi-automatic or automatic guillotine.

(r) Cutting stencils individually by hand or by machine and/or selecting or sorting stencils.

(s) Preparing orders from packing sheets or delivery notes.

(t) Packing orders for despatch;

„grade I employee, qualified” means a grade I employee who has had not less than 2 years' experience;

„grade I employee, unqualified” means a grade I employee who has had less than 2 years' experience;

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

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

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

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

(d) loading or unloading;

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

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

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

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

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

(j) making tea or similar beverages;

(k) assisting on delivery vans;

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

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

(n) tuinmaak;

(o) houters wat vir grootmaathoeveelhede gebruik word, volmaak en/of by die grootmaat afweeg.

(Opmerking.—Onder „grootmaat” word verstaan ’n hoeveelheid van meer as 25 pond aan gewig in die geval van vaste stowwe of vier gellings van volume in die geval van vloeistowwe);

(p) persele of goedere bedags bewaak;

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

„leerling-chemietegnikus” ’n werknemer, uitgesonderd ’n apteker en drogis, ’n chemikus of ’n chemietegnikus, met minder as 4 jaar ondervinding en wat chemiese werk soos hierin omskryf, verrig;

„onderhoudsman of faktotum” ’n werknemer, uitgesonderd ’n werktuigkundige of ’n masjiën- en/of installasiebediener, wat installasie of masjinerie in stand hou en/of herstel;

„masjiën- en/of installasiebediener” ’n werknemer wat enigeen van die volgende kragaangedrewe masjiene bedien (en ook opstel, regstel en laat loop):—

(a) Pil- of tabletmasjiene;

(b) homogenisators;

(c) granuleerders;

(d) disintegrators;

(e) sentrifugale afskeiers en filtreerperse;

(f) kapsulemasjiën;

„werktuigkundige” ’n geskoolde werknemer wat masjinerie opstel, opknap, defekte opspoor en herstel of wat toesig hou oor hierdie werksaamhede;

„motorvoertuig” elke voertuig wat ontwerp of bedoel is vir ’n ander metode van aandrywing as deur die krag van mens of dier en wat gebruik word vir die vervoer van goedere, uitgesonderd ’n handelsreisiger se monsters, en ook ’n voorhaker en ’n trekker;

„motorvoertuigdrywer” ’n werknemer wat uitsluitlik of hoofsaaklik ’n motorvoertuig dryf;

„motorvoertuie dryf” ook alle tydperke wat daar gedryf word en alle tyd deur die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te werk wanneer dit vereis word;

„nagwag” ’n werknemer wat snags persele en/of goedere bewaak en vir die toepassing van hierdie woordomskriving kan „nag” beskou word as die tydperk tussen die sluitings- en die openingstyd van die werkgever se onderneming;

„stukwerk” elke stelsel waarvolgens die werknemer se besoldiging gegrond word op die hoeveelheid of omvang van die werk wat hy verrig het;

„proseswerker” ’n werknemer, uitgesonderd ’n apteker, apteker en drogis of ’n gediplomeerde chemietegnikus, wat hoofsaaklik besig is met die vervaardiging van die kommoditeite omskryf onder „chemikalieënywerheid”;

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

„korttyd” ’n tydelike vermindering van die getal gewone werkuere weens ’n slappe in die handel, ’n tekort aan grondstowwe of ’n algemene onklaarmaking van installasie of masjinerie wat veroorsaak is deur ’n ongeluk of ’n ander onvoorsiene noodgeval;

„pakhuisman of pakskuurman” ’n werknemer wat algemene toesig het oor voorrade of vervaardigde produkte en wat daarvoor verantwoordelik is om goedere in ’n pakskuur of pakhuis te ontvang, te bewaar, bymekaar te maak, te verpak of uit te pak en/of goedere uit ’n pakskuur of pakhuis aan die verbruiksafdeling of vir versending te lewer;

„toetser” ’n werknemer wat onder die toesig van ’n chemikus ’n gediplomeerde chemietegnikus of ’n apteker en drogis uitsluitlik of hoofsaaklik chemiese roetine-toetse uitvoer;

„handelsreisiger” ’n werknemer wat as die reisende verteenwoordiger van ’n bedryfsinrigting bestellings namens die inrigting van persone vra, werf of versoek vir goedere vir herverkoop of vir hul gebruik of verbruik;

„handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens 2 jaar ondervinding;

„handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as 2 jaar ondervinding;

„handelsreisiger se assistent” ’n werknemer wat ’n handelsreisiger op sy rondes vergesel en/of hom help om te bestuur en/of help met die inpak, uitpak en uitstal van monsters;

„uniform” ’n kledingstuk of kledingstukke van onderskeidende ontwerp en kleur;

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

(n) gardening;

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

(Note.—By “bulk” is meant any quantity exceeding 25 lb in weight in the case of solids or 4 gallons in volume in the case of liquids.)

(p) guarding premises or goods by day;

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

“learner chemical technician” means a chemical technician who has had or is deemed to have had less than 4 years experience;

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

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

(a) Pill or tablet making machines;

(b) homogenisers;

(c) granulators;

(d) disintegrators;

(e) centrifugal separators and filter presses;

(f) capsule machines;

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

“motor vehicle” means any vehicle designed or intended for propulsion by other than human or animal power and used for the conveyance of goods other than travellers’ samples and includes a mechanical horse and a tractor;

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

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

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

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

“process worker” means an employee, other than a chemist, chemist and druggist or a certificated chemical technician, who is primarily engaged in the manufacture of the commodities defined under “Chemical Industry”;

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

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

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

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

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

“traveller qualified” means a traveller who has had not less than 2 years’ experience;

“traveller unqualified” means a traveller who has had less than 2 years’ experience;

“travellers assistant” means an employee who accompanies a traveller on his rounds and/or assists him in driving and/or in the packing, unpacking and displaying of samples;

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

„onbelaste gewig” die gewig van ’n motorvoertuig soos gemeld in ’n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa uitgereik is deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik, met dien verstande dat in die geval van twee- of driewielmotorvoertuie (uitgesonderd ’n voorhaker) die onbelaste gewig geag moet word onder 1,000 pond te wees;

met dien verstande dat by die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkoms hy geag moet word in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE.

(1) Behoudens die bepalings van subklousule (11) van hierdie Ooreenkoms, is die minimum weekloon wat aan ondergenoemde klasse werknemers betaal en deur hulle ontvang moet word, soos volg:—

(a) Werknemers, uitgesonderd los werknemers:—

	Loon per week. R c
Assistent-voorman	17 78
Ketelbediener	11 00
Baasjong of ploegbaas	11 00
Gediplomeerde Chemietegnikus (d.w.s. iemand in besit van ’n erkende diploma)	25 00
Onderbaas of spanopsigter; Met ingang van datum van inwerkingtreding van hierdie Ooreenkoms	13 00
Met ingang van 1 Augustus 1968	13 50
Chauffeur of handelsreisiger se assistent	12 00
Chemietegnikus, gekwalifiseer	18 00
Chemietegnikus en/of apteker en drogis	50 00

Klerk, vrou—

Gedurende eerste jaar ondervinding	8 67
Gedurende tweede jaar ondervinding	9 75
Gedurende derde jaar ondervinding	11 14
Gedurende vierde jaar ondervinding	12 62
Daarna	14 50

Klerk, man—

Gedurende eerste jaar ondervinding	10 10
Gedurende tweede jaar ondervinding	12 72
Gedurende derde jaar ondervinding	15 18
Gedurende vierde jaar ondervinding	16 69
Gedurende vyfde jaar ondervinding	18 80
Daarna	21 61

Drywer van ’n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van ’n sleepwa of -waens wat deur sodanige voertuig getrek word:—

Nie meer as 1,000 lb is nie	11 00
Meer as 1,000 lb is maar nie meer as 6,000 lb is nie	17 00
Meer as 6,000 lb is maar nie meer as 10,000 lb is nie	19 00
Meer as 1,000 lb is	23 00
Voorman	24 00
Graad I-werknemer, gekwalifiseer	11 00
Graad I-werknemer, ongekwalifiseer—	

Gedurende die eerste 6 maande ondervinding	6 75
Gedurende die tweede 6 maande ondervinding	7 50
Gedurende die derde 6 maande ondervinding	8 25
Gedurende die vierde 6 maande ondervinding	9 00

Arbeider—

Gedurende die eerste jaar ondervinding	9 00
Gedurende die tweede jaar ondervinding	9 50
Daarna	10 00

Leerling-chemietegnikus—

Gedurende die eerste jaar ondervinding	7 30
Gedurende die tweede jaar ondervinding	9 75
Gedurende die derde jaar ondervinding	13 00
Gedurende die vierde jaar ondervinding	15 80

Onderhoudsman of faktotum

Werktuigkundige

Nagwag

Handelsreisiger—

Gekwalifiseer	30 00
Ongekwalifiseer—	

Gedurende die eerste jaar ondervinding	25 00
Gedurende die tweede jaar ondervinding	27 50

“unladen weight” means the weight of any motor vehicle as expressed in a licence or certificate issued in respect of such a vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles, provided that in the case of a 2 or 3 wheeled motor vehicle (other than a mechanical horse) the unladen weight shall be deemed to be under 1,000 pounds;

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

4. WAGES.

(1) Subject to the provisions of subclause (11) of this clause the minimum weekly wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:—

(a) Employees other than casual employees:—

	Wages per Week. R c
Assistant Foreman	17 78
Boiler Attendant	11 00
Boss Boy or Ganger	11 00
Certificated Chemical Technician (i.e. in possession of recognised diploma)	25 00
Charge-hand or Team Supervisor, from the date of coming into operation of this Agreement	13 00
From 1st August 1968	13 50
Chauffeur or Traveller's Assistant	12 00
Chemical Technician Qualified	18 00
Chemist and/or Chemist and Druggist	50 00

Clerical Employee, Female—

During first year of experience	8 67
During second year of experience	9 75
During third year of experience	11 14
During fourth year of experience	12 62
Thereafter	14 50

Clerical Employee, Male—

During first year of experience	10 10
During second year of experience	12 72
During third year of experience	15 18
During fourth year of experience	16 69
During fifth year of experience	18 80
Thereafter	21 61

Driver of a Motor Vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle:—

Does not exceed 1,000 lb	11 00
Exceeds 1,000 lb but does not exceed 6,000 lb	17 00
Exceeds 6,000 lb but does not exceed 10,000 lb	19 00
Exceeds 10,000 lb	23 00
Foreman	24 00
Grade I Employee Qualified	11 00

Grade I Employee Unqualified—

In the first 6 months of experience	6 75
In the second 6 months of experience	7 50
In the third 6 months of experience	8 25
In the fourth 6 months of experience	9 00

Labourer—

In the first year of experience	9 00
In the second year of experience	9 50
Thereafter	10 00

Learner Chemical Technician—

In the first year of experience	7 30
In the second year of experience	9 75
In the third year of experience	13 00
In the fourth year of experience	15 80
Maintenance Man or Handyman	15 80
Mechanic	30 00
Night Watchman	11 00

Traveller—

Qualified	30 00
Unqualified—	
In the first year of experience	25 00
In the second year of experience	27 50

(b) Los werknemers:—

(i) In die geval van dié werknemers vir wie 'n stygende besoldigingskaal voorgeskryf is: Een-vierde van die hoogste weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat van 'n los werknemer vereis word, vir elke dag of gedeelte van 'n dag gewerk.

(ii) In die geval van alle ander werknemers, een-vierde van die weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat van 'n los werknemer vereis word, vir elke dag of gedeelte van 'n dag gewerk.

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

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

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

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

(6) *Stukwerk*.—(a) 'n Werknemer wat 'n tyd lank stukwerk verrig, moet besoldig word teen die skale waarvoor die werkgewer en sy werknemer ooreengekom het, maar die werknemer se besoldiging moet minstens die besoldiging wees wat aan hom betaalbaar sou gewees het indien hy vir daardie tydperk teen tydloon gewerk het, plus 10 persent.

(b) 'n Lys van die stukwerkskale wat in paragraaf (a) genoem word, moet op 'n opvallende plek in die bedryfsinrigting opgeplak word en mag nie verander word nie tensy een week vooraf kennis gegee is.

(7) (A) *Verblyfstoelae*.—Benewens die loon wat in subklousule (1) voorgeskryf word—

(i) moet 'n handelsreisiger wat 'n reis onderneem ter uitvoering van sy pligte en wat langer as 6 agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, 'n verblyfstoelae betaal word van minstens—

(a) 50 sent vir elke tydperk van afwesigheid wat nie oor 'n nag strek nie;

(b) R2.25 vir elke nag ingeval so 'n tydperk van afwesigheid oor een of meer nagte strek;

(ii) moet 'n handelsreisiger se assistent wat 'n handelsreisiger op 'n reis vergesel wat deur die handelsreisiger onderneem word ter uitvoering van sy pligte en wat vir langer as 6 agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, 'n verblyfstoelae van minstens die volgende betaal word:—

(a) 10 sent vir elke tydperk van afwesigheid wat nie oor 'n nag strek nie;

(b) 50 sent vir elke nag ingeval so 'n afwesigheid oor 1 of meer nagte strek;

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

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

(ii) Die werkgewer moet sy handelsreisiger van wie vereis word om 'n motorvoertuig te verskaf vir die uitvoering van sy pligte, 'n omvattende vervoertoelae betaal van minstens 6½ sent vir elke myl wat ter uitvoering van sy pligte afgelê word.

(b) Casual Employee.—

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

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

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

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

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

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

(6) *Piece-work*.—(a) An employee employed on piece-work for any period shall be paid at the rates agreed upon between the employer and his employee, but such employee's wage shall be not less than the remuneration that would have been payable to him had he been employed on time-work for that period, plus 10 per cent.

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

(7) (A) *Subsistence allowance*.—In addition to the wage prescribed in subclause (1)—

(i) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and employer's establishment for any period in excess of 6 consecutive hours, shall be paid a subsistence allowance of not less than—

(a) 50 cents for each such period of absence not extending over a night;

(b) R2.25 for each night where such period of absence extends over 1 or more nights;

(ii) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of 6 consecutive hours, shall be paid a subsistence allowance of not less than—

(a) 10 cents for each such period of absence not extending over a night;

(b) 50 cents for each night where such period of absence extends over 1 or more nights;

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

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

(ii) A traveller who is required to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than 6½ cents for each mile travelled in the performance of his duties.

(C) Die werkgewer moet alle toelaes of uitgawes wat ingevolge hierdie subklousule aan 'n werknemer betaalbaar is, binne 7 dae na die werknemer se skriftelike eis daarom betaal; met dien verstande dat 'n werknemer nie meer as 1 eis vir sodanige toelaes en uitgawes in 1 week mag indien nie.

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

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

(10) *Voorbehoudsbepalings*.—Geen bepaling van hierdie Ooreenkoms het die uitwerking dat die loon van 'n werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as wat in hierdie klousule vir hom voorgeskryf word, verminder word nie, en sodanige werknemer moet steeds 'n loon betaal word wat nie laer as sodanige hoër loon is nie en is steeds daarop geregtig asof sodanige hoër loon die minimum loon is wat in hierdie artikel vir hom voorgeskryf word.

(11) *Lewenskostoelae*.—(i) Die lone in subklousule (1) van hierdie klousule voorgeskryf vir werknemers wie se lone R15.80 per week of minder is, sluit lewenskostoelae in wat kragtens Oorlogsmaatreël No. 43 van 1942 betaalbaar is, plus R1, met dien verstande dat as die lewenskostoelae kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of enige plaasvervangende wetgewing, met meer as een rand verhoog word, die besoldiging van werknemers dienoreenkomstig verhoog moet word; voorts met dien verstande dat die gekonsolideerde bedrag vir die toepassing van genoemde Oorlogsmaatreël of enige plaasvervangende wetgewing, as lewenskostoelae sal tel.

(ii) Die lone in subklousule (1) van hierdie klousule voorgeskryf vir werknemers wie se lone meer as R15.80 per week is, sluit lewenskostoelae in wat kragtens Oorlogsmaatreël No. 43 van 1942 betaalbaar is, met dien verstande dat indien die lewenskostoelae kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of enige plaasvervangende wetgewing, verhoog word, die besoldiging van werknemers dienoreenkomstig verhoog moet word; voorts met dien verstande dat die gekonsolideerde bedrag vir die toepassing van genoemde Oorlogsmaatreël of enige plaasvervangende wetgewing, as lewenskostoelae sal tel.

5. BETALING VAN BESOLDIGING.

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

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

(3) *Wyse van besoldiging*.—'n Werkgewer moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende die werktid betaal, en sodanige besoldiging moet in 'n verseëlde kovert wees waarop die werkgewer en die werknemer se naam, die werknemer se beroep, die getal gewone en oortydure wat gewerk is, die tydperk waarvoor die besoldiging betaal word en die bedrag daarin, aan die buitekant vermeld moet word. Die besoldiging wat op 'n Sondag verdien word, moet afsonderlik aangetoon word.

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

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

(6) *Etes en huisvesting*.—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, en die Wet op Bantoearbeid, 1964, mag 'n werkgewer nie van 'n werknemer vereis om van hom of van 'n persoon of op 'n plek wat hy aanwys, etes en/of huisvesting aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, aftrekkings ten opsigte van verlof, siekte, versekerings, voorsorgs- of pensioenfondse;

(C) Any allowance or expenses payable to an employee in terms of this subclause shall be paid by his employer within 7 days of the employee's written claim therefor; provided that an employee shall not submit more than 1 claim for any such allowance and expenses in any 1 week.

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

(9) *Calculation of monthly wages*.—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 4½ times the wage prescribed in subclause (1) for an employee of his class.

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

(11) *Cost of living allowance*.—(i) The wages prescribed for employees in subclause (1) of this clause whose wages are R15.80 per week or less includes cost-of-living allowance payable in terms of War Measure No. 43 of 1942, plus R1, provided that if the cost-of-living allowance in terms of War Measure No. 43 of 1942, as amended from time to time or any substituting or superseding legislation is increased by more than R1 the remuneration of employees shall be increased accordingly, provided further that the amount consolidated will for the purpose of the said War Measure or any substituting or superseding legislation count as cost-of-living allowance.

(ii) The wages prescribed for employees in subclause (1) of this clause whose wages are more than R15.80 per week includes cost-of-living allowance payable in terms of War Measure No. 43 of 1942, provided that if the cost-of-living allowance in terms of War Measure No. 43 of 1942, as amended from time to time or any substituting or superseding legislation is increased the remuneration of employees shall be increased accordingly, provided further that the amount consolidated will for the purpose of the said War Measure or any substituting or superseding legislation count as cost-of-living allowance.

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

(6) *Board and lodging*.—Save as proved in the Bantu (Urban Areas) Consolidation Act, 1945, and the Bantu Labour Act, 1964, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee, deductions for holiday, sick, insurance, provident or pension funds;

(b) behoudens die bepalinge van klousule 8 (1), wanneer 'n werknemer van sy werk af wegbly om 'n ander rede as op las of op versoek van sy werkgewer of afwesig is weens 'n ongeluk of siekte, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid;

(c) 'n aftrekking van elke bedrag wat 'n werkgewer ingevolge of kragtens 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;

(d) bydraes ingevolge die bepalinge van klousule 17 van hierdie Ooreenkoms;

(e) wanneer 'n werknemer instem om etes en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die volgende bedrae:—

	Per week.	Per maand.
	c	R c
(i) Etes.....	30	1 30
(ii) Huisvesting.....	20	0 86½
(iii) Etes en huisvesting.....	50	2 16½

(f) wanneer korttyd in 'n bedryfsinrigting ingevoer word, 'n aftrekking ten opsigte van elke uur van sodanige korttyd, van die weekloon voorgeskryf in klousule 4 vir 'n werknemer van sy klas, gedeel deur 42½, met dien verstande dat—

(i) geen bedrag afgetrek mag word nie t.o.v. die eerste uur korttyd wat veroorsaak word deur 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

(ii) geen bedrag in die geval van korttyd wat deur 'n slapte in die bedryf veroorsaak word, afgetrek mag word nie tensy die werkgewer sy werknemer minstens 24 uur vooraf kennis gee het van sy voorneme om korttyd in te voer;

(g) met die skriftelike toestemming van sy werknemer, bydraes, as ledegelde, aan die fondse van die Vakvereniging.

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

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

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer—

(i) 42½ in 'n week van Maandag tot en met Vrydag;

(ii) 8½ op 'n dag; met dien verstande dat die weeklikse ure nie meer as 42½ mag wees nie;

(b) in die geval van 'n los werknemer, 8½ uur op 'n dag.

(2) 'n Werkgewer mag nie van sy werknemer vereis om langer as 5 uur aaneen sonder 'n pouse van minstens 1 uur te werk nie; met dien verstande dat—

(i) as sodanige pouse langer as 1 uur duur, alle tyd langer as 1 uur geag word gewone werkure te wees;

(ii) 'n werknemer van wie vereis word of wat toegelaat word om vir twee of meer tydperke wat deur 'n pouse van minder as 1 uur onderbreek is, te werk, uitgesonderd 'n pouse wat in subklousule (3) genoem word, en genoemde werktye altesaam meer as 5 uur beloop, geag moet word langer as 5 uur aaneen te gewerk het;

(iii) daar nie van 'n vroulike werknemer vereis mag word om tussen 6 nm. en 6 vm. te werk nie.

(3) *Ruspouses.*—'n Werkgewer moet 'n ruspouse van minstens 10 minute aan elkeen van sy werknemers, uitgesonderd 'n naggewag, 'n motorvoertuigdrywer, 'n werknemer wat boodskappe of goedere aflewer of persele of goedere gedurende die dag bevaak, toestaan so na as moontlik aan—

(a) die middel van elke oggendskof;

(b) die middel van elke namiddagskof as dié tydperk langer as 3 uur is;

waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige ruspouse moet geag word deel van die gewone werkure te wees.

(4) *Werkure moet aaneenlopend wees.*—Behoudens die bepalinge van subklousules (2) en (3), moet alle werkure aaneenlopend wees.

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

(b) save as provided in clause 8 (1) when his employee absents himself from work other than on the instructions or at the request of his employer or is absent owing to accident or ill-health a deduction proportionate to the period of such absence;

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

(d) contributions in terms of clause 17 of this Agreement;

(e) when an employee agrees to accept board and/or lodging from his employer a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	c	R c
(i) Board.....	30	1 30
(ii) Lodging.....	20	0 86½
(iii) Board and Lodging.....	50	2 16½

(f) whenever short-time is introduced in an establishment a deduction in respect of each hour of such short-time, of the weekly wage prescribed in clause 4 for an employee of his class divided by 42½, provided that—

(i) no deduction shall be made in respect of the first hour of short-time caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;

(ii) in the case of short-time due to slackness of trade, no deduction shall be made unless the employer has given his employee not less than 24 hours' notice of his intention to introduce short-time.

(g) with the written consent of his employee subscriptions to the Funds of the Trade Union.

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

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

(a) in the case of an employee other than a casual employee—

(i) 42½ in any week from Monday to Friday, inclusive;

(ii) 8½ in any day; provided that the weekly hours do not exceed 42½;

(b) in the case of a casual employee 8½ in any day.

(2) An employer shall not require his employee to work more than 5 hours continuously without an interval of at least 1 hour; provided that—

(i) if such interval be for longer than 1 hour any period in excess of 1 hour shall be deemed to be ordinary hours of work;

(ii) an employee who is required or permitted to work for 2 or more periods broken by intervals of less than 1 hour other than an interval referred to in subclause (3), the said periods of work totalling more than 5 hours shall be deemed to have been employed for more than 5 hours continuously;

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

(3) *Rest Intervals.*—An employer shall grant to each of his employees other than a night watchman, a driver of a motor vehicle, an employee engaged in delivering messages or goods or guarding premises or goods by day, a rest interval of not less than 10 minutes as nearly as practicable—

(a) the middle of each morning work period;

(b) the middle of each afternoon work period where such period is longer than 3 hours;

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

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

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

(6) *Bepanking van oortyd.*—(1) 'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer oortyd te werk nie as—

- (a) 10 uur in 'n week;
- (b) 2 uur op 'n dag van Maandag tot en met Vrydag;
- (c) 5 uur op 'n Saterdag, behoudens die bepalings van (a).

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

- (a) Vir langer as 2 uur op 'n dag;
- (b) op meer as 3 agtereenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) vir langer as 1 uur na voltooiing van haar gewone werkure op 'n dag, tensy hy haar—
 - (i) voor 12-uur middag daarvan in kennis gestel het; of
 - (ii) 'n toereikende ete verskaf het voordat sy met die oortydwerk moet begin; of
 - (iii) betyds 25 sent betaal het om haar in staat te stel om 'n ete te nuttig voordat sy met die oortyd moet begin.

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

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, $1\frac{1}{2}$ maal die werknemer se gewone besoldiging;
 - (b) in die geval van 'n los werknemer, $1\frac{1}{2}$ maal die besoldiging wat in klousule 4 (1) (b) voorgeskryf is, gedeel deur 8 $\frac{1}{2}$;
- met dien verstande dat oortyd op 'n daaglikse basis bereken moet word, en wanneer minder as 30 minute oortyd op 'n dag verrig is, daarvoor as 'n halfuur betaal moet word.

(8) *Sondae en alle wetlike openbare vakansiedae en Tweede Nuwejaarsdag.*—(i) *Sondae.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom die volgende betaal:—

(a) Minstens 2 maal die loon wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of minstens 2 maal sy gewone loon ten opsigte van die totale tydperk wat hy op Sondag gewerk het, naamlik die grootste bedrag; of

(b) $1\frac{1}{2}$ maal sy weekloon, gedeel deur 42 $\frac{1}{2}$, vir elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het, en hom binne 7 dae vanaf sodanige Sondag 'n dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal.

(ii) *Wetlike openbare vakansiedae en Tweede Nuwejaarsdag.*—Vir tyd wat daar op enigteen van die wetlike openbare vakansiedae wat in klousule 7 (4) genoem word of op Tweede Nuwejaarsdag gewerk word, moet daar soos volg betaal word:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, teen sy gewone besoldiging t.o.v. elke uur of gedeelte van 'n uur wat daar gewerk is, benewens 1 dag se besoldiging ingevolge klousule 4 (1) (a);

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

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

(9) *Voorbehoudsbepalings.*—Die bepalings van hierdie klousule is nie van toepassing nie op—

- (i) handelsreisigers en chauffeurs;
- (ii) nagwagte en handelsreisigers se assistente wie se werkgewer hulle 'n vry dag van 24 agtereenvolgende ure verleen ten opsigte van elke week diens; met dien verstande—

(a) dat die werkgewer geen bedrag ten opsigte daarvan van die loon van sy wag of handelsreisiger se assistent mag aftrek nie;

(b) dat die werkgewer, in plaas daarvan dat hy sodanige vry dag aan sy wag of handelsreisiger se assistent verleen, die wag of handelsreisiger se assistent die loon moet betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige dag wat nie aan hom verleen is nie;

(iii) ondergenoemde klasse werknemers, nl. bestuurders, onderbestuurders, senior bestuurs-, professionele en administratiewe personele en voormanne, soos omskryf in Goewermenskennisgewing No. R. 564 van 28 April 1967, wat 'n gereelde besoldiging van minstens R2,400 per jaar ontvang; met dien verstande dat 'n lewenskostoelae ontvang wat meer is as die hoogste wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf is, en alle verblyf- en reiskoste wat ontvang is, nie as besoldiging geag moet word nie.

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

- (a) 10 hours in any week;
- (b) 2 hours in any day, from Monday to Friday inclusive;
- (c) 5 hours on any Saturday, subject to the provision of (a).

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

- (a) for more than 2 hours on any day;
- (b) on more than 3 consecutive days;
- (c) on more than 60 days in any year;
- (d) after completion of her ordinary working hours for more than 1 hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or

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

(iii) paid such employee 25 cents in sufficient time to enable the employee to obtain a meal before overtime is due to commence.

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

- (a) in the case of an employee, other than a casual employee $1\frac{1}{2}$ times the employee's ordinary wage;
- (b) in the case of a casual employee $1\frac{1}{2}$ times the wage prescribed in clause 4 (1) (b) divided by 8 $\frac{1}{2}$;

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

(8) *Sundays and all Statutory Public Holidays and Second New Year's Day.*—(i) *Sundays.*—Whenever an employee works on a Sunday, his employer shall—

(a) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day, or at a rate not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, whichever is the greater; or

(b) pay to him $1\frac{1}{2}$ times his weekly wage divided by 42 $\frac{1}{2}$ for each hour or part of an hour worked by him on such day and grant him one day's leave within 7 days of such Sunday and pay him in respect thereof not less than his daily wage.

(ii) *Statutory Public Holidays and Second New Year's Day.*—Time worked on any of the statutory public holidays referred to in clause 7 (4) or on Second New Year's Day, shall be paid for at the following rates:—

(a) In the case of an employee other than a casual employee, at his ordinary rate of wages in respect of each hour or part of an hour worked, in addition to one day's pay in terms of clause 4 (1) (a);

(b) in the case of a casual employee, double the wage prescribed in clause 4 (1) (b) for each day or part thereof worked; provided that this shall not apply in respect of any statutory public holiday or Second New Year's Day falling on a Saturday, in which case the payment due shall be in accordance with the provisions of subclause (7) of this clause.

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

- (i) travellers and chauffeurs;
- (ii) night watchmen and traveller's assistants whose employer grants them a day of rest of 24 consecutive hours in respect of every week of employment; Provided—

(a) that the employer makes no deduction from his watchmen's or travellers assistant's wage in respect thereof;

(b) that the employer may, in lieu of granting his watchmen or traveller's assistants the wage which they would have received if they had not worked on such day, plus an amount of not less than their daily wage in respect of such day not granted.

(iii) the following classes of employees, viz. managers, sub-managers, senior managerial, professional and administrative personnel and foremen, as defined in Government Notice No. R. 564 of the 28th April, 1967 who are in receipt of regular remuneration at a rate of not less than R2,400 per annum; provided that any cost-of-living allowance received in excess of the highest rate prescribed in terms of War Measure No. 43 of 1942, as amended, and any subsistence and transport allowance received, shall not be regarded as remuneration.

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

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

(a) (i) 'n werknemer, uitgesonderd 'n nagwag, 'n handelsreisiger of 'n handelsreisiger se assistent, wat op 15 Desember van elke jaar 1 jaar ononderbroke diens by sy werkgever voltooi het, moet minstens 2 agtereenvolgende weke verlof toegestaan word en ten opsigte van elke week van sodanige verlof minstens die weekloon betaal word waarop hy onmiddellik voor die begin van sodanige verlof geregtig was.

(ii) 'n Nagwag, 'n handelsreisiger of 'n handelsreisiger se assistent, wat op 15 Desember elke jaar 1 jaar ononderbroke diens by sy werkgever voltooi het, moet minstens 3 opeenvolgende weke verlof toegestaan word en moet ten opsigte van elke week daarvan minstens die weekloon betaal word wat hy onmiddellik vóór die aanvang van die verlof ontvang het.

(b) Indien 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag binne die tydperk van dié verlof val, moet nog 'n dag verlof met volle besoldiging ten opsigte van elke sodanige dag by die betrokke tydperk van 2 of 3 weke gevoeg word; met dien verstande dat as so 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op sodanige dag van toepassing is nie.

(c) 'n Werknemer wat op 15 Desember van enige jaar nie twaalf (12) maande ononderbroke diens by sy werkgever voltooi het nie en wie se diens nie beëindig is nie, moet besoldig word teen—

(i) (A) In die geval van 'n werknemer genoem in paragraaf (1) (a) (i) van hierdie klousule, vir elke voltooië week diens in daardie jaar tot op 15 Desember, minstens die weekloon wat hy op genoemde 15 Desember ontvang het, gedeel deur 26;

(B) In die geval van 'n nagwag, 'n handelsreisiger of 'n handelsreisiger se assistent, vir elke voltooië week diens in daardie jaar tot op 15 Desember, minstens die weekloon wat hy op genoemde 15 Desember ontvang het, gedeel deur 17;

(ii) 'n bedrag gelyk aan die weekloon wat hy ontvang het op die dag waarop die bedryfsinrigting met die oog op die jaarlikse vakansie gesluit het, gedeel deur 5 vir enige wetlike openbare vakansiedag of Tweede Nuwejaarsdag wat binne die tydperk val waarin die inrigting gesluit is met die oog op die jaarlikse vakansie tydperk; met dien verstande dat as so 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie subparagraaf nie ten opsigte van so 'n dag van toepassing is nie.

(d) By diensbeëindiging moet 'n werknemer ten opsigte van die voltooië week diens, bereken vanaf 15 Desember van die vorige jaar of die datum van indiensneming, naamlik die jongste datum, betaal word teen minstens die weekloon wat hy ontvang het onmiddellik voor die diensbeëindiging, gedeel deur—

(i) In die geval van 'n werknemer genoem in paragraaf (1) (a) (i) van hierdie klousule, 26; en

(ii) in die geval van 'n nagwag, 'n handelsreisiger of 'n handelsreisiger se assistent, 17.

(e) Indien 'n werknemer se diens beëindig word onmiddellik voor een van die wetlike openbare vakansiedae of Tweede Nuwejaarsdag wat tussen 15 Desember van elke jaar en 14 Januarie van die daaropvolgende jaar val, is hy geregtig op betaling vir sodanige vakansiedae; met dien verstande dat hulle binne 'n verlengde tydperk val wat soos volg bereken word:—

Een werkdag t.o.v. elke voltooië maand diens (bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, naamlik die jongste datum) moet gevoeg word by die datum waarop die werknemer se diens eindig, en indien 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag binne so 'n bygevoegde tydperk val, moet die werknemer t.o.v. elke sodanige vakansiedag of Tweede Nuwejaarsdag minstens die weekloon betaal word wat hy net voor die datum van diensbeëindiging ontvang het, gedeel deur 5; met dien verstande dat as sodanige wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op so 'n dag van toepassing is nie.

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

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

(a) (i) Every employee, other than a night watchman, a traveller, or a traveller's assistant who, on the 15th December each year has completed 1 year's continuous employment with his employer, shall be granted not less than 2 consecutive weeks' leave and shall be paid in respect of each week thereof not less than the weekly remuneration which he was receiving immediately before the commencement of such leave.

(ii) A night watchman, a traveller, or a traveller's assistant who, on the 15th December each year has completed 1 year's continuous employment with his employer, shall be granted not less than 3 consecutive weeks' leave and shall be paid in respect of each week thereof not less than the weekly remuneration which he was receiving immediately before the commencement of such leave.

(b) When any statutory public holiday or Second New Year's Day falls within the period of such leave, a further day's leave with full pay shall be added to the said period of 2 or 3 consecutive weeks in respect of each such day; provided that if any such statutory public holiday or Second New Year's Day falls on a Saturday, the provisions of this paragraph shall not apply in respect of such day.

(c) Any employee who on the 15th December of any year has not completed twelve (12) months' continuous employment with his employer and whose employment has not been terminated shall be paid—

(i) (A) In the case of an employee mentioned in paragraph (1) (a) (i) of this clause, for each completed week of employment in that year up to the 15th December not less than the weekly remuneration he was receiving on the said 15th December divided by 26;

(B) In the case of a night watchman, a traveller, or a traveller's assistant, for each completed week of employment in that year up to the 15th December not less than the weekly remuneration he was receiving on the said 15th December divided by 17;

(ii) for any statutory public holiday or Second New Year's Day which falls within the period during which the establishment is closed for the annual holiday period, an amount equal to the weekly remuneration which he was receiving on the day the establishment closed for the annual holiday period divided by 5; provided that if any such statutory public holiday or Second New Year's Day falls on a Saturday the provisions of this subparagraph shall not apply in respect of such day.

(d) Upon termination of employment an employee shall be paid in respect of each completed week of employment calculated from the 15th December of the previous year or the date of engagement, whichever is the shorter period, not less than the weekly remuneration he was receiving immediately before termination of service divided by—

(i) in the case of an employee mentioned in paragraph (1) (a) (i) of this clause, 26; and

(ii) in the case of a night watchman, a traveller, or a traveller's assistant, 17.

(e) Where an employee's service terminates immediately before any of the statutory public holidays or Second New Year's Day falling between the 15th December of each year and the 14th January of the following year, he shall be entitled to payment for such public holidays and Second New Year's Day, provided they fall within an extended period calculated as follows:—

One working day in respect of each completed month of service (calculated from the 15th December of the previous year or from date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any statutory public holiday or Second New Year's Day falls within such added period, the employee shall be paid in respect of each such holiday or Second New Year's Day not less than the weekly remuneration he was receiving immediately prior to the date of termination of service divided by 5; provided that if any such statutory public holiday or Second New Year's Day falls on a Saturday the provisions of this paragraph shall not apply in respect of such day.

(2) 'n Werkgewer kan met sy klerklike werknemer, die personeel van sy versendingsafdeling of nagwag onderling ooreenkom om hul 2 agtereenvolgende weke verlof jaarliks te neem op 'n tydperk wat nie tussen 15 Desember en die daaropvolgende 14 Januarie val nie, en in daardie geval is onderstaande voorwaardes van toepassing:—

(a) Die verlof moet op 'n tydstop toegestaan word wat die werkgewer vasstel; met dien verstande dat—

(i) 'n werkgewer van sy werknemer mag vereis om sy jaarlikse verlof te neem voor die einde van die diensjaar waarop dit betrekking het;

(ii) indien sodanige verlof nie vroeër toegestaan is nie, dit binne 4 maande voor die einde van die jaar waarop dit betrekking het, toegestaan moet word; met dien verstande dat, as 'n werknemer skriftelik daarmee ingestem het voordat genoemde tydperk van 4 maande verstryk het, sy werkgewer sodanige verlof aan hom mag verleen met ingang van 'n datum wat nie later as 2 maande na verstryking van genoemde tydperk van 4 maande mag wees nie;

(iii) indien 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag binne die tydperk van sodanige verlof val, nog 'n dag verlof met volle besoldiging t.o.v. elke sodanige openbare vakansiedag of Tweede Nuwejaarsdag by die jaarlikse verlof gevoeg moet word; met dien verstande dat as so 'n wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op so 'n dag van toepassing is nie.

(b) 'n Werknemer wie se dienskontrak eindig—

(i) in die eerste jaar diens by dieselfde werkgewer en voor die voltooiing van die diensjaar;

(ii) in 'n daaropvolgende diensjaar by dieselfde werkgewer en voor die end van die diensjaar;

moet by diensbeëindiging t.o.v. elke voltooide week diens betaal word teen minstens die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur—

(A) in die geval van 'n werknemer genoem in paragraaf (1)

(a) (i) van hierdie klousule, 26; en

(B) in die geval van 'n nagwag, 'n handelsreisiger of 'n handelsreisiger se assistent, 17.

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

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

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

(a) „dieselfde werkgewer” in die geval waar die besigheid uitgesonderd 'n insolvente besigheid, verkoop word, ook ten opsigte van items (i), (iii) en (iv) die nuwe eienaar van die besigheid vir die tydperk wat die nuwe eienaar die besigheid waarin die betrokke werknemer in diens is, voortsit; en

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

(i) kragtens subklousules (1) en (2) met verlof afwesig is;

(ii) verplig word om militêre opleiding ingevolge die Verdedigingswet, 1957, te ondergaan;

(iii) op las of op versoek van sy werkgewer van sy werk afwesig is;

(iv) kragtens klousule 8 met siekteverlof afwesig is;

wat ten opsigte van items (i), (iii) en (iv) altesaam hoogstens 10 weke en ten opsigte van item (ii) altesaam hoogstens 4 maande in 'n jaar behoort; en „diens” word geag te begin—

(a) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkom op verlof geregtig geword het kragtens die Ooreenkom wat by Goewermentskennisgewing No. 91 van 15 Januarie 1965 gepubliseer is of kragtens enige vrystelling van die bepalings van genoemde Ooreenkom; wat deur die Raad verleen is—op die datum waarop so 'n werknemer kragtens genoemde Ooreenkom of vrystelling op verlof geregtig geword het;

(2) An employer and his clerical employee, the personnel of his despatch department or night watchman may by mutual agreement decide that such employees may take their annual leave at a period other than between the 15th December and the ensuing 14th January and in that event the following conditions shall apply:—

(a) The leave shall be granted at a time to be fixed by the employer; provided that—

(i) an employer may require his employee to take his annual leave before the completion of the year of employment to which it relates;

(ii) if such leave has not been granted earlier it shall be granted within 4 months of the completion of the year to which it relates, provided that if an employee has agreed thereto, in writing, before the expiration of the said period of 4 months, his employer may grant such leave to him as from a date not later than 2 months after the expiration of the said period of 4 months;

(iii) if any statutory holiday or Second New Year's Day falls within the period of such leave a further day's leave on full pay shall be added to the annual leave in respect of each such public holiday or Second New Year's Day; provided that if any such statutory public holiday or Second New Year's Day falls on a Saturday the provisions of this paragraph shall not apply in respect of such day.

(b) An employee, whose contract of employment terminates—

(i) in the first year of employment with the same employer before the completion of such year;

(ii) in any subsequent year of employment with the same employer before the completion of such year;

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

(A) in the case of an employee mentioned in paragraph (1)

(a) (i) of this clause, 26, and

(B) in the case of a night watchman, a traveller or a traveller's assistant, 17.

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

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

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

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

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

((i) absent on leave in terms of subclauses (1) and (2);

((ii) required to undergo military training in pursuance of the Defence Act, 1957;

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

((iv) absent on sick leave in terms of clause 8; amounting in the aggregate to not more than 10 weeks in respect of items (i), (iii) and (iv), and not more than 4 months in the aggregate in any year in respect of item (ii) and “employment” shall be deemed to commence—

(a) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of the Agreement, published under Government Notice No. 91, dated the 15th January 1965, or in terms of any exemption granted by the Council from the provisions of the said Agreement from the date on which such employee became entitled to such leave under the said Agreement or exemption;

(b) die geval van 'n werknemer wat voor die inwerking-treding van die Ooreenkoms bedoel in bogenoemde subpara-graaf (a), in diens was en op wie genoemde Ooreenkoms van toepassing is maar wat nie op die verlot kragtens die bepalings daarvan of kragtens enige vrystelling van die bepalings van genoemde Ooreenkoms, wat deur die Raad verleen is, geregtig geword het nie—op die datum waarop sodanige diens 'n aan-vang geneem het;

(c) in die geval van enige ander werknemer—op die datum waarop die werknemer by sy werkgever in diens getree het of vanaf die inwerkingtreding van hierdie Ooreenkoms, naam-lik die jongste datum.

(6) Die tydperk van jaarlikse verlot wat in hierdie klousule voorgeskryf is, mag nie saamval met 'n tydperk waarin die werknemer verplig is om militêre opleiding ingevolge die Verdedigings-wet, 1957, te ondergaan nie.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van sy werk afwesig is, minstens 20 werkdae siekteverlot altesaam gedurende elke kring-loop van 24 opeenvolgende maande diens by hom toestaan en dié werknemer t.o.v. enige tydperk van afwesigheid ingevolge hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande—

(a) dat 'n werknemer in die eerste 24 opeenvolgende maande diens nie geregtig is nie op siekteverlot met volle besoldiging teen 'n tempo van meer as 1 werkdag ten opsigte van elke voltooide maand diens, behoudens 'n maksimum van 10 werkdae gedurende die eerste tydperk van 12 maande diens en 'n verdere 10 werkdae gedurende die tweede tydperk van 12 maande diens;

(b) dat 'n werkgever, as 'n vooropgestelde voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis t.o.v. 'n tydperk van afwesigheid van meer as 2 dae weens ongeskiktheid kan vereis dat die werknemer 'n sertifikaat voorle wat deur 'n geneesheer onder-teken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig;

(c) dat hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer wanneer en so lank as wat sy werkgever bydraes doen ooreenkomstig 'n skriftelike versoek van die werknemer aan enige fonds of organisasie deur die werk-nemer benoem, 'n fonds of organisasie wat aan die werk-nemer, ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die betaling aan hom waarborg van minstens sy loon vir 20 werkdae in elke kringloop van 24 maande diens, behoudens, gedurende die eerste 24 maande diens, die ophopingstempo wat in die eerste voorbehoud in hierdie subklousule genoem word;

(d) dat as 'n werkgever by wet verplig is om gelde te betaal vir die hospitaal- of geneeskundige behandeling van 'n werk-nemer en hy sodanige gelde betaal, die bedrag aldus betaal, afgetrek mag word van die besoldiging verskuldig t.o.v. ongesteldheid ingevolge hierdie klousule;

(e) dat as 'n werkgever t.o.v. 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, verplig is om 'n werk-nemer kragtens enige ander wet sy volle loon te betaal, en hy die loon aldus betaal, die bepalings van hierdie klousule nie van toepassing is nie;

(f) dat die loon betaalbaar aan 'n werknemer wat aansporingsloonwerk verrig, vir enige tydperk van afwesigheid met siekteverlot kragtens hierdie klousule, bereken moet word op 'n pro rata grondslag wat betrekking het op die besoldiging wat aan dié werknemer betaalbaar is op sy laaste betaaldag wat onmiddellik die afwesigheid voorafgaan.

(2) Wanneer 'n werknemer weens ongeskiktheid afwesig is vir enige tydperk wat langer is as die siekteverlot wat ten tye van sodanige ongeskiktheid opgehoop het, is hy geregtig op besoldi-ging slegs ten opsigte van die siekteverlot wat aldus opgehoop het maar indien dit gebeur gedurende die eerste kringloop van 24 maande diens, is hy daarop geregtig, by verstryking van die 24 maande diens of by diensbeëindiging vóór sodanige verstry-king dat sy werkgever hom besoldig t.o.v. sodanige langer tyd-perk van afwesigheid weens ongeskiktheid in die mate waarin siekteverlot opgehoop het wat, ten tye van sodanige verstryking of diensbeëindiging, nie geneem is nie.

(3) Vir die toepassing van hierdie klousule het die uitdrukking „dieselfde werkgever” en „diens” dieselfde betekenis as in klousule 7 (5).

(4) Siekteverlot en jaarlikse verlot mag nie saamval nie.

(5) Vir die toepassing van hierdie klousule beteken die uit-drukking „ongeskiktheid” onvermoë om te werk weens siekte, uitgesonderd siekte veroorsaak deur 'n werknemer se eie wan-gedrag of 'n besering opgedoen in 'n ongeluk wat vergoedbaar is ingevolge die Ongevalwet, 1941, soos gewysig.

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

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

(6) The period of annual leave prescribed in this clause shall not be concurrent with any period during which the employee is required to undergo military training in pursuance of the Defence Act, 1957.

8. SICK LEAVE.

(1) 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 24 consecutive months of employment with him and shall pay to 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; pro-vided—

(a) that in 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 1 workday in respect of each completed month of employment, subject to a maximum of 10 work days during the first period of 12 months of employment and a further 10 work days during the second period of 12 months of employment;

(b) that an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any period of absence in excess of 2 work days owing to incapacity, require the employee to produce a certificate signed by a medical practitioner con-firming the nature and duration of the employee's incapacity;

(c) that this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such employee to any fund or organisation nominated by the employee, which fund or organisation 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 his wage for 20 work days in each cycle of 24 months of employment, subject during the first 24 months of employment to the rate of accrual set out in the first proviso to this subclause;

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

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

(f) that the wage payable to an employee who is employed on incentive rates work for any period of absence on sick leave in terms of this clause, shall be calculated on a pro rata basis related to the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) Where an employee is absent due to incapacity for a period in excess of the sick leave accrued at the time of such incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but should this occur during the first cycle of 24 months of employment he shall, at the expiry of the 24 months of employment or on termination of employment before such expiry, be entitled to be paid by his employer in respect of such excess period of absence due to incapacity to the extent to which sick leave accrued at such expiry or termination had not been taken.

(3) For the purpose of this clause the expression “the same employer” and “employment” shall have the same meaning as in clause 7 (5).

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

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

9. UNIFORMS.

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

10. BESTAANDE KONTRAKTE.

Enige dienskontrak wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree of wat ná sodanige datum aangegaan word, is onderworpe aan die bepalings van hierdie Ooreenkoms.

11. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

'n Werkgewer mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.

12. GETALVERHOUDING.

(1) *Chemietegnikus*.—'n Werkgewer mag nie 'n leerling-chemietegnikus in diens neem nie tensy hy 'n gekwalifiseerde chemietegnikus in sy diens het, en vir elke gekwalifiseerde chemietegnikus in sy diens mag hoogstens 1 ongekwalifiseerde chemietegnikus deur hom in diens geneem word; met dien verstande dat 'n chemikus of apteker en drogis vir die toepassing van hierdie subklousule geag word 'n gekwalifiseerde chemietegnikus te wees.

(2) *Versendingsklerk*.—'n Werkgewer moet 'n gekwalifiseerde versendingsklerk in diens hê voordat hy 'n ongekwalifiseerde versendingsklerk in diens neem en hy mag hoogstens 3 ongekwalifiseerde versendingsklerke in diens neem vir elke gekwalifiseerde versendingsklerk in sy diens.

(3) *Vroulike klerk*.—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike klerk in diens neem nie tensy hy 'n gekwalifiseerde vroulike of manlike klerk in sy diens het, en vir elke gekwalifiseerde vroulike klerk in sy diens mag hy hoogstens 1 ongekwalifiseerde vroulike klerk in diens neem.

(4) *Manlike klerk*.—'n Werkgewer mag nie 'n ongekwalifiseerde manlike klerk in diens neem nie tensy hy 'n gekwalifiseerde manlike klerk in sy diens het, en vir elke gekwalifiseerde manlike klerk in sy diens mag hy hoogstens 1 ongekwalifiseerde vroulike of manlike klerk in diens neem.

(5) *Graad I-werknemer*.—'n Werkgewer mag nie 'n ongekwalifiseerde graad I-werknemer in diens neem nie tensy hy 'n gekwalifiseerde graad I-werknemer in sy diens het, en vir elke addisionele 2 gekwalifiseerde graad I-werknemers in sy diens mag hy hoogstens 1 ongekwalifiseerde graad I-werknemer in diens neem.

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

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) *Opseggingstermyn*.—Behoudens—

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

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n opseggingstermyn wat vir albei partye ewe lank en langer is as 1 week of 2 weke, na gelang van die geval;

(c) die bepalings van subklousule (8) van hierdie klousule; moet 'n werkgewer en sy werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens 1 week kennis gee en in die geval van 'n maandeliks besoldigde werknemer, minstens 2 weke kennis gee van sy voorneme om die dienskontrak te beëindig.

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

(a) In die geval van 'n weekliks besoldigde werknemer, 1 week se loon;

(b) in die geval van 'n maandeliks besoldigde werknemer, 2 weke se loon;

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

9. UNIFORMS.

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

10. EXISTING CONTRACTS.

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

11. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS.

An employer shall not employ any person under the age of 15 years.

12. PROPORTION OR RATIO.

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

(2) *Despatch Clerk*.—An employer shall employ a qualified despatch clerk before he may employ an unqualified despatch clerk and he shall not employ more than 3 unqualified despatch clerks for each qualified despatch clerk employed by him.

(3) *Female Clerical Employee*.—An employer shall not employ an unqualified female clerical employee unless he has in his employ a qualified female or male clerical employee and for each qualified female clerical employee not more than 1 unqualified female clerical employee may be employed by him.

(4) *Male Clerical Employee*.—An employer shall not employ an unqualified male clerical employee unless he has in his employ a qualified male clerical employee, and for each qualified male clerical employee employed not more than 1 unqualified female or male clerical employee may be employed by him.

(5) *Grade I Employee*.—An employer shall not employ an unqualified grade I employee unless he has in his employ a qualified grade I employee and for each additional 2 qualified grade I employees employed not more than 1 unqualified grade I employee may be employed by him.

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) *Period of Notice*. Subject to—

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

(b) the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than 1 week or 2 weeks, as the case may be;

(c) the provisions of subclause (8) of this clause;

an employer and his employees shall, in the case of weekly-paid employee give not less than 1 week's notice and in the case of a monthly-paid employee, not less than 2 weeks' notice of his intention to terminate the contract of employment.

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

(a) in the case of a weekly-paid employee, 1 week's pay;

(b) in the case of monthly-paid employee, 2 weeks' pay;

at the rate of pay which such employee was receiving immediately before the date of such termination.

(3) ondanks andersluitende bepalinge in hierdie ooreenkoms, het 'n werkgewer die reg om, indien die loon wat aan 'n werknemer verskuldig is, kleiner is as die bedrag wat ingevolge subklousule (2) hierbo verbeur word, die bedrag wat kort kom af te trek van ander bedrae (as daar is) wat by diensbeëindiging in die werknemer se naam opgeloo het.

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

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

(5) Datum van inwerkingtreding van kennisgewing:—

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

(ii) *Maandeliks besoldigde werknemers.*—Die kennisgewing genoem in subklousule (1) van hierdie klousule, moet ingedien word op, en word van krag vanaf, die eerste of die 15de dag van 'n kalendermaand.

(6) Vir die toepassing van hierdie klousule, beteken 'n week kennisgewing 'n werkweek van 42½ uur, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoud is van toepassing op die tydperk van kennisgewing wat voorgeskryf word of waaroor daar onderling ooreengekom is soos bepaal in subklousule (3).

(7) Die kennisgewing genoem in subklousule (1) van hierdie klousule, mag nie met jaarlikse verlof, siekteverlof of met 'n tydperk waarin 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, saamval nie.

(8) *Proeftydperke.*—Die bepalinge van hierdie klousule is nie gedurende die eerste 2 weke diens van toepassing nie. Sodanige twee weke word as 'n proeftyd beskou waarin diens deur die werkgewer of die werknemer, na gelang van die geval, beëindig kan word met—

(i) 4 uur kennisgewing in die geval van weeklikse besoldigde werknemers;

(ii) 24 uur kennisgewing in die geval van maandeliks besoldigde werknemers.

14. PREMIES.

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

15. DIENSSERTIFIKATE.

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

- Die volle naam en adres van die werkgewer;
- die volle naam van die werknemer;
- die beroep van die werknemer;
- die aanvangsdatum van die dienskontrak;
- die datum van beëindiging van die dienskontrak;
- skaal van besoldiging op die datum van beëindiging.

16. VRYSTELLINGS

(1) Die Raad kan, weens die ouderdom of swaakheid van 'n werknemer of om enige afdoende rede, vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling van klousule 6 (2) (iii) van hierdie Ooreenkoms verleen mag word nie tensy dit geskied met die doel om vroulike werknemers toe te laat om werk te verrig wat deur 'n noodtoestand genoodsaak word of wat nodig mag wees om te voorkom dat grondstowwe wat vinnig bederf, in die loop van verwerking verlore gaan.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop vrystelling verleen word en die tydperk waarvoor daardie vrystelling van krag is, vasstel; met dien verstande dat die Raad na goedvinde en met 1 week skriftelike kennisgewing aan die betrokke persoon 'n vrystelling-sertifikaat mag herroep afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

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

- Die volle naam van die betrokke persoon;
- die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;

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

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

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

(5) Date of operation of notice:—

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

(ii) *Monthly-paid Employees.*—Notice referred to in subclause (1) of this clause shall be given on or before, and shall take effect from the first or the 15th day of a calendar month.

(6) For the purpose of this clause, a week's notice shall mean a working week of 42½ hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of subclause (3).

(7) The notice referred to in subclause (1) of this clause, shall not run concurrently with annual leave, sick leave, or whilst an employee is absent on military training in pursuance of the Defence Act, 1957.

(8) *Trial Periods.*—The provisions of this clause shall not apply in respect of the first 2 weeks of employment. Such 2 weeks shall be deemed to be a period of trial during which employment may be terminated by the employer or the employee as the case may be, at—

- 4 hours' notice in the case of weekly-paid employees;
- 24 hours' notice in the case of monthly-paid employees.

14. PREMIUMS.

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

15. CERTIFICATES OF SERVICE.

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

- the full name and address of the employer;
- the full name of the employee;
- the occupation in which the employee was engaged;
- date of commencement of contract of employment;
- date of termination of contract of employment;
- rate of remuneration at the date of such termination.

16. EXEMPTIONS.

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

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

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

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;

(c) die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel is en waarop die vrystelling verleen word; en

(d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) 'n afskrif hou van elke sertifikaat wat uitgereik word; en

(b) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur.

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

17. FONDSE VAN DIE RAAD.

(a) Daar word soos volg voorsiening gemaak vir die fondse van die Raad, wat die eiendom van die Raad is en deur hom geadminestreer word:—

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke daaropvolgende betaaldag, moet elke werkgever 3 sent aftrek van die weekloon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat, waar 'n werknemer maandeliks besoldig word, 'n bedrag van 13 sent van die werknemer se maandloon afgetrek moet word. Die totale bedrag wat aldus afgetrek word, tesamé met 'n bedrag wat daaraan gelyk is en deur die werkgever bygedra moet word, moet deur laasgenoemde maandeliks en wel voor of op die 15de dag van elke maand aan die Sekretaris van die Raad gestuur word, saam met 'n staat wat die volgende aantoon:—

(a) Die naam en adres van die werkgever;

(b) die tydperk waarop die bedrag betrekking het;

(c) die getal werknemers wat gedurende die betrokke tydperk in diens was;

(d) die totale bedrag wat vir die betrokke tydperk van die loon van die werknemers afgetrek is;

(e) die werkgever se bydrae ingevolge hierdie bepaling;

(f) die totale bedrag.

(b) Die bepalings van hierdie klousule is nie van toepassing nie op werknemers wat R1,560 per jaar of meer ontvang.

18. AGENTE.

Die Raad moet 1 of meer aangewese persone as agente aanstel om uitvoering te gee aan die bepalings van hierdie Ooreenkoms.

Dit is die plig van elke werkgever en elke werknemer om sodanige agente toe te laat om navrae te doen en boeke en/of dokumente te ondersoek en om persone te ondervra wat vir hierdie doel nodig mag wees.

19. VERTONING VAN OOREENKOMS.

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

20. VAKVERENIGINGSWERK.

Werkgewers moet vakverenigingsbeamptes toelaat om hulle bedryfsinrigting op tye soos met etensontbrekings, wat vir die werkgever gerieflik is, binne te gaan met die doel om werknemers te organiseer; met dien verstande dat sodanige beamptes die werkgever vooruit in kennis moet stel van hul voorneme om dit te doen.

21. LEDEGELDE VIR VAKVERENIGING.

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

Namens die partye op hede die 22ste dag van Augustus 1967 te Kaapstad onderteken.

G. J. VAN WELIE, *Voorsitter.*

T. PETERSEN, *Ondervoorsitter.*

A. A. DAVIS, *Assistent-sekretaris.*

(c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) retain a copy of each licence issued; and

(b) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

17. COUNCIL FUNDS.

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

On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, 3 cents shall be deducted by each employer from the weekly wages of each of his employees for whom minimum wages are prescribed in this Agreement: Provided that where an employee is paid monthly, an amount of 13 cents shall be deducted from the employee's monthly wage. The total amount so deducted together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council month by month and not later than the 15th day of each month together with a statement showing—

(a) name and address of the employer;

(b) the period in respect of which the amount relates;

(c) the number of employees employed during the period concerned;

(d) the total amount deducted from the employees for the period concerned;

(e) the employer's contribution in terms thereof;

(f) total amount.

(b) The provisions of this clause shall not apply to employees in receipt of a wage of R1,560 per annum, or more.

18. AGENTS.

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

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

19. EXHIBITION OF AGREEMENT.

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

20. TRADE UNION FACILITIES.

Employers shall permit trade union officials to enter their establishments at times, such as lunch-breaks, convenient to the employer for the purpose of organising employees, provided such officials give prior notice of their intention to do so to the employer.

21. TRADE UNION SUBSCRIPTIONS.

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

Signed at Cape Town on behalf of the parties this 22nd day of August 1967.

G. J. VAN WELIE, *Chairman.*

T. PETERSEN, *Vice-Chairman.*

A. A. DAVIS, *Assistant Secretary.*

No. R. 412.]

[15 Maart 1968.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGS-MAATREËL No. 43 VAN 1942.

CHEMIKALIEËNYWERHEID, KAAP.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby, kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Chemikalieënywerheid wat by Goewermentskennisgewing No. R. 411 van 15 Maart 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 413.]

[15 Maart 1968.

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

CHEMIKALIEËNYWERHEID, KAAP.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid, gepubliseer by Goewermentskennisgewing No. R. 411 van 15 Maart 1968 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 412]

[15 March 1968

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

CHEMICAL INDUSTRY, CAPE.

I, Marais Viljoen, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Chemical Industry, published under Government Notice No. R. 411 of the 15th March 1968.

M. VILJOEN,
Minister of Labour.

No. R. 413.]

[15 March 1968.

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

CHEMICAL INDUSTRY, CAPE.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare that the provisions of the Agreement and notice relating to the Chemical Industry, published under Government Notice No. R. 411 of the 15th March 1968 to be, on the whole, not less favourable to the employees 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.

M. VILJOEN,
Minister of Labour.

INHOUD.

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The first deposit need be no more than 10c.

The rate of interest on current accounts is $4\frac{1}{2}\%$ per annum calculated on the monthly balance. Interest up to R200 per annum is free of income tax.

Amounts in units of R200 may be transferred from current accounts for investment in Savings Bank Certificates. Such investments earn interest at the rate of $5\frac{1}{2}\%$ per annum, and is credited to the investors current account on the 1st January and 1st July of each year. Interest up to R400 per annum is free of income tax.

Deposits and withdrawals can be made at any one of more than 1,600 post offices in the Republic of South Africa and South West Africa, irrespective of where the account was originally opened.

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates



Wapen van die
Republiek van Suid-Afrika

In Kleure

Groot 11½ duim by 9 duim

+
Herdruk volgens plan opgemaak
deur die Kollege van Heraldiek

+
PRYS:

R1.10 per kopie, posvry in die Republiek

R1.15 per kopie, buite die Republiek

+
Verkrygbaar by die Staatsdrukker
Pretoria en Kaapstad



Republic of South Africa

Coat of Arms

In Colours

Size 11½ inches by 9 inches

+
Reprinted to design prepared
by the College of Heraldry

+
PRICE:

R1.10 per copy, post free within the Republic

R1.15 per copy, outside the Republic

+
Obtainable from the Government Printer
Pretoria and Cape Town

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

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