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15 JANUARY

[No. 1004.]

GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 91.]

[15 Januarie 1965.

**WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.****CHEMIKALIEËNYWERHEID, KAAP.**Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat 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 1967 eindig, bindend is vir die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* 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 1967 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die munisipale gebied van Kaapstad en die landdrostdistrik Bellville; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 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 1967 eindig, in die munisipale gebied van Kaapstad en die landdrostdistrik Bellville *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
 Minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 91.]

[15 January 1965.

**INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.****CHEMICAL INDUSTRY, CAPE.**I, ALFRED ERNEST TROLLIP, Minister of Labour,
hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that 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, 1967, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions 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, 1967, 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 the Magisterial District of Bellville; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Municipal Area of Cape Town and the Magisterial District of Bellville, and from the second Monday after the date of publication of this notice and for the period ending the 31st July, 1967, 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.

A. E. TROLLIP,
 Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE CHEMIKALIEË-
NYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening 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 landdrostdistrik Bellville deur alle werkgewers nagekom word wat lede van die werkgewersorganisasie is en die Chemikalieënywerheid uitoefen, 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 slegs van toepassing ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR.

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 'n tydperk van twee jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig is in die Wet op Nywerheidsversoening, 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;

„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 werkgewer in diens geneem word; „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;

„chaffeur” '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 dié bedryfsinrigting bevat nie, behalwe wanneer dié 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 ondergenoemde 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, bakpoeier en/of dié bestanddele daarvan, gis, stysel, gelatien, ekstrakte, geursels en kleurstowwe vir eetware.

„chemieteknikus” 'n werknemer, uitgesonderd 'n apteker en drogis of chemikus, wat chemiese werk verrig en die houer is van 'n diploma of sertifikaat in chemiese of laboratoriumtegnologie;

„chemieteknikus, gekwalifiseer,” 'n chemieteknikus wat minder as ses jaar ondervinding het of geag word minder as ses 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;

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 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 sub-clause (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 sub-section (1) of section forty-eight of the Act, and shall remain in force for the period ending 31st July, 1967, or for such a period as may be determined by him.

3. DEFINITIONS.

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

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

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

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

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

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

“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 preparation, perfumes or scents, antiseptics, deodorants, chemical products for photographic purposes, baking powder, and/or its constituents, yeast, starch, gelatine, essences, flavouring and colouring matter for foodstuffs;

“chemical technician” means an employee other than a chemist and druggist or a chemist, who is engaged in chemical work, and who is the holder of a diploma or certificate in chemical or laboratory Technology;

“chemical technician, qualified,” means a chemical technician who has had or is deemed to have had less than 6 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 three years' experience in and is engaged in chemical work as herein defined;

„apteker en drogis” ’n werknemer wat ingevolge die Wet op Geneeshere, 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;

„lettersetter” ’n werknemer wat lettersetmasjiene bedien, uitgesonderd ’n masjiën vir oordrukke op aptekersetikette en/of wat letters, blokke, plate en/of ander nodige materiaal set of rangskik in ’n posisie vir druk- of reliëfwerk of rubberstempels daarvan maak en/of sodanige materiaal versprei nadat dit gebruik is;

„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 bymekaarmaak 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 verbode 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 chemikus, ’n chemietegnikus en ’n leerlingchemietegnikus, die totale tydperk of tydperke wat sodanige werknemer chemiese werk verrig het soos hierin omskryf;

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

(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 woordskrywing; met dien verstande dat ’n arbeider wat ouer as 18 jaar is en minstens 2 jaar by dieselfde werkgewer as ’n arbeider in diens was, by bevordering tot graad I geag moet word 18 maande ondervinding as ’n graad I-werknemer te gehad het;

(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 die 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, parfüm of reukwater, antiseptiese middels, reukverdrywers, chemiese produkte vir fotografiese doeleindes, bakpoeier en/of die bestanddele daarvan, gis, stysel, gelatien, ekstrakte, geursels en kleurstowwe vir eetware bevat, vul en of etiketteer met die hand of deur middel van ’n semi-automatiese masjiën.

(b) ’n Automatiese pakmasjiën bedien.

(c) Doppe of houers deur middel van ’n semi-automatiese masjiën riefel of verseël of dig toemaak.

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

(e) Houers en/of die 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 fatsoeneerwerk.

(g) Gevormde produkte en/of die houers gespesifiseer in (a) hierbo, met die hand of deur middel van ’n semi-automatiese masjiën toedraai.

(h) ’n Kragaangedrewe automatiese masjiën bedien wat nie spesifiek hierbo genoem word nie en wat gebruik word vir die verpakking van daardie handelsartikels wat onder „Chemikalieënywerheid” genoem word.

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

(j) Dose of kartonhouers met ’n masjiën 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 meganiesaan-gedrewe masjiën op etikette, bottels of ander houers druk.

(n) Etikette of ander drukwerk druk.

(o) Woorde of letters set vir rubberstempels, handdrukwerk of kragaangedrewe drukmasjiën.

(p) Perforeer- of kodemasjiene stel.

„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;

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

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

„emergency work” means any work which, owing to unforeseen causes such as fire, storm, accident, act of violence or theft, must be done without delay, and includes the work of or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours or vehicles used by a cartage contractor in the 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 chemist, a chemical technician and learner chemical technician, the total period or periods of employment which an employee has had in chemical work as herein defined;

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

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

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

„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 scent antiseptics, deodorants, chemical products for photographic purposes, baking power, and/or its constituent yeast, starch, 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 stamp hand-printing or power-driven printing machine.

(p) Setting, perforating or coding machines.

- (q) Karton of ander materiaal sny deur middel van semi-automatiese of outomatiese snymasjiën.
- (r) Sjablone een vir een met die hand of 'n masjiën sny en/of sjablone uitsoek of sorteer.
- (s) Bestellings opmaak met behulp van verpakingsstate of afleweringsbewyse.
- (t) Bestellings verpak vir versending.

„graad I-werknemer, vrou, gekwalifiseer,” ’n vroulike graad I-werknemer met minstens 2 jaar ondervinding;
 „graad I-werknemer, vrou, ongekwalifiseer,” ’n vroulike graad I-werknemer met minder as 2 jaar ondervinding;
 „graad I-werknemer, man, gekwalifiseer,” ’n manlike graad I-werknemer met minstens 2 jaar ondervinding;
 „graad I-werknemer, man, ongekwalifiseer,” ’n manlike 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, filtreerperse of ander artikels skoonmaak en/of was (en ook filtreerperse 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, riffelvelselbord- 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, assistentvoorman, werktuigkundige of onderhoudsman oop- of toemaak; ’n handpomp bedien;
 - (i) kissies, bale, dromme of ander pakkette vir vervoer of aflewering brandmerk, merk, sjabloneer of klaar-gedresseerde etikette daarop plak;
 - (j) rantsoene vir Naturelle kook, tee of soortgelyke drank maak;
 - (k) op afleweringswaens help;
 - (l) briewe, boodskappe of goedere te voet of met ’n fiets, driewieler of handkar aflewer;
 - (m) bestanddele in vate of panne roer, graan of ander ru- of halfvervaardigde materiaal omkeer;
 - (n) tuinmaak;
 - (o) houers wat vir grootmaathoeveelhede gebruik word, volmaak en/of by 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 6 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 krag-aangedrewe masjiene bedien (en ook opstel, regstel en laat loop):—

- (a) Pil- of tabletmasjiene;
- (b) homegenisators;
- (c) granuleerders;
- (d) disintegrators;
- (e) sentrifugale afskeiers en filtreerperse;
- (f) kapsulemasjiene;

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

„militêre opleiding” die ononderbroke opleiding wat ’n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar dit omvat nie opleiding wat hy mag verkies om ingevolge artikel drie-en-twintig van genoemde Wet te ondergaan nie en ook nie ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

„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 monstres, en ook ’n voorhaker en ’n trekker;

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

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

- (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, female, qualified” means a female grade I employee who has had not less than 2 years’ experience;
 „grade I employee, female, unqualified” means a female grade I employee who has had less than 2 years’ experience;
 „grade I employee, male, qualified” means a male grade I employee who has had not less than 2 years’ experience;
 „grade I employee, male, unqualified” means a male 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) cooking rations for Natives, making tea or similar beverages;
 - (k) assisting on delivery vans;
 - (l) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
 - (m) stirring ingredients in vats or pans, turning over grain or other raw or semi-manufactured materials;
 - (n) gardening;
 - (o) filling containers used for bulk quantities and/or weighing in bulk;
- (NOTE.—By “bulk” is meant any quantity exceeding 25 lb. in weight in the case of solids or four gallons in volume in the case of liquids.)
- (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 6 years’ experience;

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

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

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

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

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

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

- „nagwag” ’n werknemer wat snags persele en/of goedere bewaak en vir die toepassing van hierdie woordomschrywing kan „nag” beskou word as die tydperk tussen die sluitings- en die openingstyd van die werkgewer se onderneming;
- „stukwerk” elke stelsel waarvolgens die werknemer se besoldiging gegronde word op die hoeveelheid of omvang van die werk wat hy verrig het;
- „degelpersdrukker” ’n werknemer wat in staat is om werk gereed te maak en op ’n degelpers te druk (uitgesonderd ’n degelpers met ’n outomatiese voerder van meer as 10 duim by 15 duim, of ’n masjien vir die oordruk op aptekersetikette) en ook om die drukvorms in die vormraam vas te draai;
- „proseswerker” ’n werknemer, uitgesonderd ’n apteker of drogis of chemieteknikus, wat hoofsaaklik besig is met die vervaardiging van die kommoditeite omskryf onder „chemikalieënwyerheid”;
- „proseswerker, gekwalifiseer,” ’n proseswerker wat minstens 5 jaar ondervinding het of geag word minstens 5 jaar ondervinding te hê;
- „proseswerker, ongekwalifiseer,” ’n proseswerker wat minder as 5 jaar ondervinding het of geag word minder as 5 jaar ondervinding te hê;
- „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 werkeure weens ’n slapte in die handel, ’n tekort aan grondstowwe of ’n algemene onklaarraking 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 chemieteknikus 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 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 uitstel van monsters;
- „uniform” ’n kledingstuk of kledingstukke van onderskeidende ontwerp en kleur;
- „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 EN LEWENSKOSTETOELAES.

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

	Loon per week.
	R c
(a) Werknemers, uitgesonderd los werknemers:—	
Assistent-voorman.....	15 46
Ketelbediener.....	10 00
Baasjong of ploegbaas.....	10 00
Onderbaas of spanopsigter.....	12 17½
Chaufeur of handelsreisiger se assistent.....	12 00
Chemieteknikus, gekwalifiseer.....	22 80
Chemikus en/of apteker en drogis.....	24 80
Klerk, vrou—	
Gedurende eerste jaar ondervinding.....	7 46
Gedurende tweede jaar ondervinding.....	8 67
Gedurende derde jaar ondervinding.....	9 75
Gedurende vierde jaar ondervinding.....	11 13½
Daarna.....	12 62
Klerk, man—	
Gedurende eerste jaar ondervinding.....	7 46
Gedurende tweede jaar ondervinding.....	10 10
Gedurende derde jaar ondervinding.....	12 72
Gedurende vierde jaar ondervinding.....	15 17½
Gedurende vyfde jaar ondervinding.....	16 68½
Daarna.....	18 79½
Lettersetter.....	19 02

„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;

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

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

„process worker qualified” means a process worker who has had or is deemed to have had not less than 5 years’ experience;

„process worker unqualified” means a process worker who has had or is deemed to have had less than 5 years’ experience;

„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 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;

„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;

„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 two or three wheeled motor vehicle (other than a mechanical horse) the unladen weight shall be deemed to be under 1,000 pounds;

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

4. WAGES.

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

	Wage per Week.
	R c
(a) Employees other than casual employees:—	
Assistant Foreman.....	15 46
Boiler Attendant.....	10 00
Boss-boy or ganger.....	10 00
Charge hand or team supervisor.....	12 17½
Chaufeur or Travellers Assistant.....	12 00
Chemical technician, qualified.....	22 80
Chemist and/or chemist and druggist.....	24 80
Clerical employee, female—	
During first year of experience.....	7 46
During second year of experience.....	8 67
During third year of experience.....	9 75
During fourth year of experience.....	11 13½
Thereafter.....	12 62
Clerical employee, male—	
During first year of experience.....	7 46
During second year of experience.....	10 10
During third year of experience.....	12 72
During fourth year of experience.....	15 17½
During fifth year of experience.....	16 68½
Thereafter.....	18 79½
Compositor.....	19 02

	Loon per week. R c
Drywer van 'n motorvoertuig waarvan die gewig, sonder vrag, tesame met die gewig, sonder vrag, van 'n sleepwa of sleepwaens deur so 'n voertuig getrek—	
(i) nie meer as 1,000 lb. is nie.....	10 00
(ii) meer as 1,000 lb. maar nie meer as 6,000 lb. is nie.....	15 80
(iii) meer as 6,000 lb. maar nie meer as 10,000 lb. is nie.....	17 65
(iv) meer as 10,000 lb. is.....	21 80
Voorman.....	20 72
Graad I-vrou, gekwalifiseer—	
Vir tydperk eindigende 31 Julie 1965.....	9 60
Vir tydperk 1 Augustus 1965 tot 31 Julie 1966.....	9 80
Daarna.....	10 00
Graad I-vrou, gekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	6 13½
Gedurende tweede ses maande ondervinding.....	6 76
Gedurende derde ses maande ondervinding.....	7 48½
Gedurende vierde ses maande ondervinding.....	8 18½
Graad I-man, gekwalifiseer.....	10 00
Graad I-man, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	6 13½
Gedurende tweede ses maande ondervinding.....	6 76
Gedurende derde ses maande ondervinding.....	7 48½
Gedurende vierde ses maande ondervinding.....	8 18½
Arbeider—	
Gedurende eerste jaar ondervinding bereken vanaf 1 Augustus 1964.....	7 32½
Gedurende tweede jaar ondervinding bereken vanaf 1 Augustus 1964.....	7 86
Met meer as twee jaar ondervinding bereken vanaf 1 Augustus 1964.....	8 40
Leerling-chemieteknikus—	
Gedurende eerste jaar ondervinding.....	7 27½
Gedurende tweede jaar ondervinding.....	9 75
Gedurende derde jaar ondervinding.....	13 00
Gedurende vierde jaar ondervinding.....	15 80
Gedurende vyfde jaar ondervinding.....	17 65
Gedurende sesde jaar ondervinding.....	20 80
Met dien verstande dat as 'n leerling-chemieteknikus 'n goedgekeurde of gelykwaardige diploma in chemiese tegnologie behaal het, hy geag moet word vier jaar ondervinding as leerling-chemieteknikus te hê en voorts met dien verstande dat 'n leerling-chemieteknikus, wat nie daarin slaag om 'n goedgekeurde diploma in chemiese tegnologie of 'n gelykwaardige diploma te verwerf nie, nie verder kan vorder as die loon voorgeskryf vir 'n leerling-chemieteknikus in sy vierde jaar ondervinding nie.	
Masjiën- en/of installasiebediener, gekwalifiseer—	
Vir die tydperk eindigende 31 Julie 1965.....	9 95
Vir die tydperk 1 Augustus 1965 tot 31 Julie 1966.....	10 15
Daarna.....	10 35
Masjiën- en/of installasiebediener, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	6 13½
Gedurende tweede ses maande ondervinding.....	6 76
Gedurende derde ses maande ondervinding.....	7 48½
Gedurende vierde ses maande ondervinding.....	8 18½
Onderhoudsman of handlanger.....	15 80
Werktuigkundige.....	22 80
Nagwag.....	10 00
Proseswerker, gekwalifiseer.....	12 00
Proseswerker, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	6 13½
Gedurende tweede ses maande ondervinding.....	6 76
Gedurende derde ses maande ondervinding.....	7 48½
Gedurende vierde ses maande ondervinding.....	8 18½
Gedurende vyfde ses maande ondervinding.....	9 40
Gedurende sesde ses maande ondervinding.....	10 20
Gedurende sewende ses maande ondervinding.....	11 00
Met dien verstande dat 'n Graad I-werknemer wat bevorder word tot gekwalifiseerde proseswerker geag moet word twee jaar ondervinding as 'n proseswerker te hê.	
Toets- en degelpersdrukker—	
Gedurende eerste ses maande ondervinding.....	7 54½
Gedurende tweede ses maande ondervinding.....	8 52
Gedurende derde ses maande ondervinding.....	9 32
Gedurende vierde ses maande ondervinding.....	10 19½
Daarna.....	10 94½
Handelsreisiger—	
Gedurende eerste ses maande ondervinding.....	18 79½
Gedurende tweede ses maande ondervinding.....	20 65
Gedurende derde ses maande ondervinding.....	21 80
Gedurende vierde ses maande ondervinding.....	22 95
Gedurende vyfde ses maande ondervinding.....	24 11
Gedurende sesde ses maande ondervinding.....	25 26
Gedurende sewende ses maande ondervinding.....	26 42
Gedurende agste ses maande ondervinding.....	27 57
Daarna.....	28 72½

	Wage per Week. R c
Driver of motor vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 1,000 lb.....	10 00
(ii) exceeds 1,000 lb. but does not exceed 6,000 lb.....	15 80
(iii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	17 65
(iv) Exceeds 10,000 lb.....	21 80
Foreman.....	20 72
Grade I female, qualified—	
For period ending 31st July, 1965.....	9 60
For period 1st August, 1965, to 31st July, 1966.....	9 80
Thereafter.....	10 00
Grade I female, unqualified—	
During first six months of experience.....	6 13½
During second six months of experience.....	6 76
During third six months of experience.....	7 48½
During fourth six months of experience.....	8 18½
Grade I male, qualified.....	10 00
Grade I male, unqualified—	
During first six months of experience.....	6 13½
During second six months of experience.....	6 76
During third six months of experience.....	7 48½
During fourth six months of experience.....	8 18½
Labourer—	
During first year of experience calculated as from 1st August, 1964.....	7 32½
During second year of experience calculated as from 1st August, 1964.....	7 86
With more than two years experience calculated as from 1st August, 1964.....	8 40
Learner Chemical Technician—	
During first year of experience.....	7 27½
During second year of experience.....	9 75
During third year of experience.....	13 00
During fourth year of experience.....	15 80
During fifth year of experience.....	17 65
During sixth year of experience.....	20 80
Provided that where a Learner Chemical Technician has obtained an approved Diploma in Chemical Technology, or its equivalent, he shall be deemed to have had four years experience as a Learner Chemical Technician, and, provided further that a Learner Chemical Technician who fails to obtain an approved Diploma in Chemical Technology, or its equivalent, shall not progress beyond the wage prescribed for a Learner Chemical Technician in his fourth year of experience	
Machine and/or plant operator, qualified—	
For the period ending 31st July, 1965.....	9 95
For the period 1st August, 1965 to 31st July, 1966.....	10 15
Thereafter.....	10 35
Machine and/or plant operator, unqualified—	
During first six months of experience.....	6 13½
During second six months of experience.....	6 76
During third six months of experience.....	7 48½
During fourth six months of experience.....	8 18½
Maintenance man or handyman.....	15 80
Mechanic.....	22 80
Night Watchman.....	10 00
Process Worker, qualified.....	12 00
Process Worker, unqualified—	
During first six months of experience.....	6 13½
During second six months of experience.....	6 76
During third six months of experience.....	7 48½
During fourth six months of experience.....	8 18½
During third year of experience.....	9 40
During fourth year of experience.....	10 20
During fifth year of experience.....	11 00
Provided that a qualified Grade I employee who is promoted to a Process Worker shall be deemed to have had two years experience as a Process Worker	
Tester and platen-pressman—	
During first six months of experience.....	7 54½
During second six months of experience.....	8 52
During third six months of experience.....	9 32
During fourth six months of experience.....	10 19½
Thereafter.....	10 94½
Traveller—	
During first six months of experience.....	18 79½
During second six months of experience.....	20 65
During third six months of experience.....	21 80
During fourth six months of experience.....	22 95
During fifth six months of experience.....	24 11
During sixth six months of experience.....	25 26
During seventh six months of experience.....	26 42
During eighth six months of experience.....	27 57
Thereafter.....	28 72½

(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 Werkgever 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 dié hoër loon ten opsigte van die hele dag waarop hy dié 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 dié hoër besoldiging verrig is.

(5) *Kontrakbasis.*—'n Werknemer word geag 'n weeklikse werknemer te wees tensy hy binne dié woordomskriving van „los werknemer” val, en behoudens die bepalinge 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 dié werkgever en sy werknemer ooreengekom het, maar dié 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 dié stukwerkskale wat in paragraaf (a) genoem word, moet op 'n opvallende plek in dié 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 ses agtereenvolgende ure van sy woonplek en sy werkgever 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 dié handelsreisiger onderneem word ter uitvoering van sy pligte en wat vir langer as ses agtereenvolgende ure van sy woonplek en sy werkgever 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 een of meer nagte strek;

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

(B) *Reistoelae en -koste.*—(i) 'n Werkgever moet 'n handelsreisiger wat dié werkgever 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 dié vervoer ter uitvoering van sy pligte aangaan, en vir dié toepassing van hierdie subklousule word dié bewaring van dié motorvoertuig snags in 'n garage geag reiskoste te wees.

(ii) Dié werkgever moet sy handelsreisiger van wie vereis word om 'n motorvoertuig te verskaf vir dié uitvoering van sy pligte, 'n omvattende vervoertoelae betaal van minstens ses en 'n kwart sent vir elke myl wat ter uitvoering van sy pligte afgele word.

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

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

(b) Casual Employees:—

- (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 one class of his employees to perform for longer than one hour either in addition to his own work or in substitution therefor, work of another class for which a higher rate of wages is prescribed in sub-clause (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 sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

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

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

(6) *Piece-work.*—(a) An employee employed on piece-work for any period shall be paid at the rates agreed upon between the employer and his employee, but such employee's 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 ten per cent.

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

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

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

(a) 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 one 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 six 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 one or more nights;

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

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

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

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

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

(9) *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 vier en 'n half 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 een rand, 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 bepaling van klousule 13, moet 'n werkgever 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 werkgever en sy werknemer aldus ooreenkom, sodanige besoldiging maandeliks betaal kan word.

(2) *Los werknemers.*—'n Werkgever 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 Werkgever moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende die werktijd betaal, en sodanige besoldiging moet in 'n verseëde koert wees waarop die werkgever 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.

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

(5) *Koop van goedere.*—'n Werkgever 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 bepaling van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, en die Bantoe-arbeid Regeringswet, 1911, mag 'n werkgever 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 Werkgever mag nie sy werknemer boetes ople of bedrae van sy loon aftrek nie, met uitsondering van die volgende:—

- Met die skriftelike toestemming van sy werknemer, aftrekkings ten opsigte van verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse;
- behoudens die bepaling van klousule 8 (1), wanneer 'n werknemer van sy werk af wegby of afwesig is weens 'n ongeluk of siekte, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid;
- 'n aftrekking van elke bedrag wat 'n werkgever ingevolge of kragtens 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;
- bydraes ingevolge die bepaling van klousule 17 van hierdie Ooreenkoms;
- wanneer 'n werknemer instem om etes en/of huisvesting van sy werkgever aan te neem, 'n aftrekking van hoogstens die volgende bedrae:—

	Per week. c	Per maand. 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;

(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 four and one-third times the wage prescribed in sub-clause (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 respect 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 sub-clause (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 one Rand, 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 one rand, 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 sub-clause (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 employer's and the employee's name, the employee's occupation, the number of ordinary and overtime hours worked, the period in respect of which payment is made and the amount contained therein.

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

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

(6) *Board and Lodging.*—Save as provided in the Native (Urban Areas) Consolidation Act, 1945, and the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

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

	Per Week. c	Per Month. 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) 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 gegee het van sy voorneme om korttyd in te voer;

(g) met die skriftelike toestemming van sy werknemer, bydraes, as ledeselde, 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) twee-en-veertig en 'n half in 'n week van Maandag tot en met Vrydag;

(ii) agt en 'n half 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, agt en 'n half uur op 'n dag.

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

(i) as sodanige pouse lange as een uur duur, alle tyd langer as een 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 een uur onderbreek is, te werk, uitgesonderd 'n pouse wat in subklousule (3) genoem word, en genoemde werktye altesaam meer as vyf uur beloop, geag moet word langer as vyf uur aanneem 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 drywer van 'n diervoertuig, 'n werknemer wat boodskappe of goedere aflewer of persele of goedere gedurende die dag bewaak, toestaan so na as moontlik aan—

(a) die middel van elke oggendskof;

(b) die middel van elke namiddagskof as dié tydperk langer as drie 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 bepalings 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.

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

(a) tien uur in 'n week;

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

(c) vyf 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 twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

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

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

(ii) 'n 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, een en 'n derde maal die werknemer se gewone besoldiging;

(b) in die geval van 'n los werknemer, een en 'n derde maal die besoldiging wat in klousule 4 (1) (b) voorgeskryf is, gedeel deur agt en 'n half;

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

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

(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 twenty-four 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) eight and a half in any day; provided that the weekly hours do not exceed forty-two and a half;

(b) in the case of a casual employee eight and one-half in any day.

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

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

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

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

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

(a) the middle of each morning work period;

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

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

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

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

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

(a) ten hours in any week;

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

(c) five 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 two hours on any day;

(b) on more than three consecutive days;

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

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

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

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

(iii) paid such employee twenty-five 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 one and a third times the employee's ordinary wage;

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

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

(8) *Sundays and all Statutory Public Holidays and Second New Year's Day.*—(i) *Sundays.*—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) een en een derde maal sy weekloon, gedeel deur 42½, vir elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het, en hom binne sewe 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 enigeen 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 een dag se besoldiging ingevolge klousule 7 (5);

(b) in die geval van 'n los werknemer, dubbel die besoldiging voorgeskryf in klousule 4 (1) (b), vir elke dag of gedeelte daarvan wat 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, chauffeurs, handelsreisigers se assistente of nagwagte;

(ii) ondergenoemde klasse werknemers, nl. bestuurders, onderbestuurders, senior bestuurs-, professionele en administratiewe personeellede en voormanne, soos omskryf in Goewermentskennisgewing No. R. 381 gepubliseer in Regulasiëkoerant No. 313 van 13 Maart 1964, wat 'n gereelde besoldiging van minstens R1,920 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.

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 een jaar ononderbroke diens by sy werkgever voltooi het, moet minstens twee 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 een jaar ononderbroke diens by sy werkgever voltooi het, moet minstens drie 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 twee of drie 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 voltooide 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 voltooide 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 vyf, vir enige wetlike openbare vakansiedag of Tweede Nuwejaarsdag wat binne die tydperk val waarin die inrigting gesluit is met die oog op die jaarlikse vakansietydperk; 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.

(b) pay to him one and one-third times his weekly wage divided by forty-two and a half for each hour or part of an hour worked by him on such day and grant him one day's leave within seven 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 7 (5);

(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 sub-clause (7) of this clause.

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

(i) travellers, chauffeurs, travellers assistants or night watchmen;

(ii) the following classes of employees, viz. managers, sub-managers, senior managerial, professional and administrative personnel and foremen, as defined in Government Notice No. R. 381, published in the Regulation Gazette No. 313 of the 13th March, 1964, who are in receipt of regular remuneration at a rate of not less than one thousand nine hundred and twenty rand 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.

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

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

(ii) A night watchman, a traveller, or a traveller's assistant who, on the 15th December each year has completed one year's continuous employment with his employer, shall be granted not less than three 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 two or three 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 twenty-six;

(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 seventeen;

(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 five; provided that if any such statutory public holiday or Second New Year's Day falls on a Saturday the provisions of this sub-paragraph shall not apply in respect of such day.

(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 vyf; met dien verstande dat as sodanige wetlike openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die bepaling van hierdie paragraaf nie op so 'n dag van toepassing is nie.

(2) 'n Werkgever kan met sy klerklike werknemer, die personeel van sy versendingsafdeling of nagwag onderling ooreenkom om hul twee 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 werkgever vasstel; met dien verstande dat—

- (i) 'n werkgever 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 vier 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 vier maande verstryk het, sy werkgever sodanige verlof aan hom mag verleen met ingang van 'n datum wat nie later as twee maande na verstryking van genoemde tydperk van vier 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 bepaling 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 werkgever en voor die voltooiing van die diensjaar;
- (ii) in 'n daaropvolgende diensjaar by dieselfde werkgever en voor die end van die diensjaar;

moet by diensbeëindiging t.o.v. elke voltooië 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 bepaling 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 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 bepaling van hierdie subklousule nie t.o.v. so 'n dag van toepassing is nie.

(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, twenty-six, and
- (ii) in the case of a night watchman, a traveller, or a traveller's assistant, seventeen.

(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 five; 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) 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 four 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 four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four 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, twenty-six, and
- (B) in the case of a night watchman, a traveller or a traveller's assistant, seventeen.

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

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

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

- (a) „dieselfde werkgever” 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 te ondergaan;
 - (iii) op las of op versoek van sy werkgever 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 vier maande in ’n jaar beloop; en „diens” word geag te begin—

- (a) in die geval van ’n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms op verlof geregtig geword het kragtens die Ooreenkoms wat by Goewermentskennisgewing No. 72 van 19 Januarie 1962 gepubliseer is of kragtens enige vrystelling van die bepalings van genoemde Ooreenkoms, wat deur die Raad verleen is—op die datum waarop so ’n werknemer kragtens genoemde Ooreenkoms of vrystelling op verlof geregtig geword het;
- (b) in die geval van ’n werknemer wat voor die inwerkingtreding van die Ooreenkoms bedoel in bogenoemde subparagraaf (a), in diens was en op wie genoemde Ooreenkoms van toepassing is maar wat nie op die verlof 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 aanvang 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, naamlik die jongste datum.

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

8. SIEKTEVERLOF.

(1) ’n Werkgever moet aan sy werknemer, uitgesonderd ’n los werknemer, wat weens ongeskiktheid van sy werk afwesig is, minstens 20 werkdag siekteverlof altesaam gedurende elke kringloop van 24 opeenvolgende maande diens by hom toestaan en die 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 nie is op siekteverlof met volle besoldiging teen ’n tempo van meer as een werkdag ten opsigte van elke voltooide maand diens, behoudens ’n maksimum van 10 werkdag gedurende die eerste tydperk van 12 maande diens en ’n verdere 10 werkdag 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 twee dae weens ongeskiktheid, kan vereis dat die werknemer ’n sertifikaat voorle wat deur ’n geneesheer onderteken 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 werknemer benoem, ’n fonds of organisasie wat aan die werknemer, ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die betaling aan hom waarborg van minstens sy loon vir 20 werkdag 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 werknemer 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 werknemer 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 siekteverlof kragtens hierdie klousule, bereken moet word op ’n *pro rata* grondslag wat betrekking het op die besoldiging wat aan die 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 siekteverlof wat ten tye van sodanige ongeskiktheid opgehoop het, is hy geregtig op besoldigingslegs ten opsigte van die siekteverlof wat aldus opgehoop het;

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

- (a) „the same employer” includes in the case of the sale of a business other than an insolvent business, the new owner of the business, for the period during which such new owner continues to carry on the business in which the employee concerned is employed; and
- (b) „employment” shall be deemed to include any period or periods during which an employee is—
 - (i) absent on leave in terms of sub-clauses (1) and (2);
 - (ii) required to undergo military training;
 - (iii) absent from work on the instructions or at the request of his employer;
 - (iv) absent on sick leave in terms of clause 8;

amounting in the aggregate to not more than ten weeks in respect of items (i), (iii) and (iv), and not more than four 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. 72, dated the 19th January, 1962, or in terms of any exemption granted by the Council from the provisions of the said Agreement from the date on which such employee became entitled to such leave under the said Agreement or exemption;
- (b) in the case of an employee who was in employment before the date of commencement of the Agreement referred to in sub-paragraph (a) above and to whom the said Agreement applied but who had become entitled to leave in terms thereof or in terms of any exemption granted by the Council from the provisions of the said Agreement from the date on which such employment commenced;
- (c) in the case of any other employee, from the date such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

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

8. SICK LEAVE.

(1) An employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than twenty work days sick leave in the aggregate during each cycle of twenty-four 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; provided—

- (a) that in the first twenty-four consecutive months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment, subject to a maximum of ten work days during the first period of twelve months of employment and a further ten work days during the second period of twelve 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 two work days owing to incapacity, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;
- (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 twenty work days in each cycle of twenty-four months of employment, subject during the first twenty-four months of employment to the rate of accrual set out in the first proviso to this sub-clause;
- (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 twenty-

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 verstryking, dat sy werkgewer hom besoldig t.o.v. sodanige langer tydperk van afwesigheid weens ongeskiktheid in die mate waarin siekteverlof 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 werkgewer” en „diens” dieselfde betekenis as in klousule 7 (5).

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

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

9. UNIFORMS.

’n Werkgewer wat 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 bepalinge 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 een 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 drie 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 een 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 een 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 twee gekwalifiseerde graad I-werknemers in sy diens mag hy hoogstens een ongekwalifiseerde graad I-werknemer in diens neem.

(6) Vir die toepassing van hierdie klousule kan ’n werkgewer wat uitsluitlik of hoofsaaklik die werk van ’n besondere klas werknemer doen, as ’n gekwalifiseerde werknemer in dié klas beskou word, en ’n ongekwalifiseerde werknemer wat minstens die loon van ’n gekwalifiseerde werknemer van sy klas 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 bepalinge van ’n skriftelik ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir ’n opseggingstermyn wat vir albei partye ewe lank en langer is as een week of twee weke, na gelang van die geval;

(c) die bepalinge van subklousule (8) van hierdie klousule;

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

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

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

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

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

four months of employment he shall, at the expiry of the twenty-four 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.

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 fifteen years.

12. PROPORTION OR RATIO.

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

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

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

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

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

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) *Period of Notice*. Subject to—

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

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

(c) the provisions of sub-clause (8) of this clause;

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

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

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

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

(3) Ondanks andersluidende bepalings 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 opgeloop 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 Kennisgewingtermyn 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 waarvoor 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 ondergaan, saamval nie.

(8) *Proeftydperke.*—Die bepalings van hierdie klousule is nie gedurende die eerste twee 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) vier uur kennisgewing in die geval van weekliks 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 swakheid van 'n werknemer of om enige afdoende rede, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling van klousule 6 (2) (iii) van hierdie Ooreenkoms verleen 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 winnig 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 een week skriftelike kennisgewing aan die betrokke persoon 'n vrystellingsertifikaat 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 bepalings 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 bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel is en waarop die vrystelling verleen word; en
- die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

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

(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 sub-clause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

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

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

(5) Date of operation of notice:—

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

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

(6) For the purpose of this 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 sub-clause (3).

(7) The notice referred to in sub-clause (1) of this clause, shall not run concurrently with annual leave, sick leave, or whilst an employee is absent on military training.

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

(a) four hours' notice in the case of weekly-paid employees;

(b) twenty-four hours' notice in the case of monthly-paid employees.

14. PREMIUMS.

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

15. CERTIFICATES OF SERVICE.

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

- 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 sub-clause (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 one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted, has expired.

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

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

(4) The Secretary of the Council shall—

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

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

17. FONDSE VAN DIE RAAD.

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

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke daaropvolgende betaaldag, moet elke werkgewer drie sent aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag wat aldus afgetrek word, tesame met 'n bedrag wat daaraan gelyk is en deur die werkgewer 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:—

- Die naam en adres van die werkgewer;
- die tydperk waarop die bedrag betrekking het;
- die getal werknemers wat gedurende die betrokke tydperk in diens was;
- die totale bedrag wat vir die betrokke tydperk van die loon van die werknemers afgetrek is;
- die werkgewer se bydrae ingevolge hierdie bepaling;
- die totale bedrag.

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 een of meer aangewese persone as agente aanstel om uitvoering te gee aan die bepalings van hierdie Ooreenkoms.

Dit is die plig van elke werkgewer 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 werkgewer 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 vakverenigingsbeaampptes toelaat om hulle bedryfsinrigting op tye soos met etensonderbrekings, wat vir die werkgewer gerieflik is, binne te gaan met die doel om werknemers te organiseer, met dien verstande dat sodanige beaampptes die werkgewer vooruit in kennis moet stel van hul voorneme om dit te doen.

21. LEDEGELDE VIR VAKVERENIGING.

Op die skriftelike versoek van sy werknemer, kan 'n werkgewer '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 werkgewer 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 13de dag van Augustus 1964 te Kaapstad onderteken.

B. HARDY, *Voorsitter.*

T. PETERSEN, *Ondervoorsitter.*

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

No. R. 92.]

[15 Januarie 1965

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

CHEMIKALIEËNWERHEID, KAAP.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid, gepubliseer by Goewermentskennisgewing No. R. 91 van 15 Januarie 1965 oor die algemeen vir persone wie se werktuie en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

A. E. TROLLIP,

Minister van Arbeid.

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

17. COUNCIL FUNDS.

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

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

- name and address of the employer;
- the period in respect of which the amount relates;
- the number of employees employed during the period concerned;
- the total amount deducted from the employees for the period concerned;
- the employer's contribution in terms thereof;
- total amount.

The provisions of this clause shall not apply to employees in respect of a wage of £1,560 per annum, or more.

18. AGENTS.

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

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

19. EXHIBITION OF AGREEMENT.

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

20. 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 may, 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 13th day of August, 1964.

B. HARDY, *Chairman.*

T. PETERSEN, *Vice-Chairman.*

A. A. DAVIS, *Assistant Secretary.*

No. R. 92.]

[15 January 1965.

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

CHEMICAL INDUSTRY, CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Chemical Industry, published under Government Notice No. R. 91 of the 15th January, 1965, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

A. E. TROLLIP,

Minister of Labour.

No. R. 93.] [15 Januarie 1965.

WET OP OORLOGSMAATREËLS, 1940.

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

CHEMIKALIEËNYWERHEID, KAAP.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby, kragtens subregulasie (1) van regulasie 4 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 Goewermientskennisgewing No. R. 91 van 15 Januarie 1965 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 93.] [15 January 1965.

WAR MEASURES ACT, 1940.

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

CHEMICAL INDUSTRY, CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby 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. 91 of the 15th January, 1965.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

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TELEGRAAFTARIEWE

BINNELANDSE TELEGRAMME.—(Suid-Afrika en Suidwes-Afrika):—

Gewone:—

Vir eerste 14 woorde of minder.....	20c
Vir elke bykomende woord.....	2c

INTERTERRITORIALE TELEGRAMME:—

Gewone na:—

Basoetoland en Swaziland:—

Vir eerste 12 woorde of minder.....	36c
Vir elke bykomende woord.....	3c

Noord-Rhodesië en Njassaland:—

Vir eerste 12 woorde of minder.....	48c
Vir elke bykomende woord.....	4c

Suid-Rhodesië en Betshoeanaland:—

Vir eerste 12 woorde of minder.....	36c
Vir elke bykomende woord.....	3c

Mosambië:—

Vir eerste 12 woorde of minder.....	36c
Vir elke bykomende woord.....	3c

TELEGRAPH TARIFFS

INLAND TELEGRAMS.—(South Africa and South West Africa):—

Ordinary:—

For first 14 words or less.....	20c
For each additional word.....	2c

INTERTERRITORIAL TELEGRAMS:—

Ordinary to:—

Basutoland and Swaziland:—

For first 12 words or less.....	36c
For each additional word.....	3c

Northern Rhodesia and Nyasaland:—

For first 12 words or less.....	48c
For each additional word.....	4c

Southern Rhodesia and Bechuanaland:—

For first 12 words or less.....	36c
For each additional word.....	3c

Mozambique:—

For first 12 words or less.....	36c
For each additional word.....	3c

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