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

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENTSKENNISGEWINGS.

GOVERNMENT NOTICES.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

The following Government Notices are published for general information:—

DEPARTEMENT VAN ARBEID.

DEPARTMENT OF LABOUR.

* No. 1909.] [4 Augustus 1950.
NYWERHEID-VERSOENINGSWET, 1937.

* No. 1909.] [4 August 1950.
INDUSTRIAL CONCILIATION ACT, 1937.

SKOENHERSTELLINGSNYWERHEID, PORT ELIZABETH.

SHOE REPAIRING INDUSTRY, PORT ELIZABETH.

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

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

- (a) kragtens subartikel (1) gelees tesame met subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die skoenherstellingsnywerheid vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig 2 jaar vanaf die genoemde tweede Maandag, bindend is op die werkgewers-organisasie en werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) gelees tesame met subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig 2 jaar vanaf die genoemde tweede Maandag in die munisipale gebied Port Elizabeth bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941; en
- (c) kragtens subartikel (4) gelees tesame met subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig 2 jaar vanaf die genoemde tweede Maandag in die munisipale gebied Port Elizabeth *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie en wat in diens is van genoemde nywerheid in fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

- (a) in terms of sub-section (1) read with sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto, and which relates to the Shoe Repairing Industry, shall be binding from the second Monday after the date of publication of this notice, and for the period ending 2 years from the said second Monday, upon the employers' organization and employer who and the trade union which entered into the said Agreement and upon the employers and employees who are members of the organization or that union;
- (b) in terms of sub-section (2) read with sub-section (6) of section *forty-eight* of the said Act, declare that in the Municipal Area of Port Elizabeth the provisions contained in clauses 3 to 15 (inclusive), of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending 2 years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in factories as defined in the Factories, Machinery and Building Work Act, 1941; and
- (c) in terms of sub-section (4) read with sub-section (6) of section *forty-eight* of the said Act, declare that in the Municipal Area of Port Elizabeth and from the second Monday after the date of publication of this notice, and for the period ending 2 years from the said second Monday the provisions contained in clauses 3 to 15 (inclusive), of the said Agreement shall *mutatis mutandis* apply in respect of persons who are not included in the definition of the expression “employee” contained in section *one* of the said Act and who are employed in the said industry in factories as defined in the Factories, Machinery and Building Work Act, 1941.

B. J. SCHOEMAN,
Minister van Arbeid.

B. J. SCHOEMAN,
Minister of Labour.

AANHANGSEL.

SHOE AND LEATHER REPAIRERS' WORKERS' UNION
TEEN DIE PORT ELIZABETH SHOE AND LEATHER
REPAIRERS' ASSOCIATION EN DIE FIRMA SHOE
HOSPITAL.

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan en gesluit tussen die

Shoe and Leather Repairers' Workers' Union
(hierna genoem die „werknemers”), aan die een kant, en die
Port Elizabeth Shoe and Leather Repairers' Association
en die firma Shoe Hospital
(hierna genoem die „werkgevers”), aan die ander kant.

1. BESTEK EN TOEPASSING VAN DIE OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgevers en werknemers wat die skoetherstellingsnywerheid uitoefen in die munisipale gebied Port Elizabeth, in inrigtings wat fabriek is soos bepaal by die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en vir wie lone in klousule 4 van die Ooreenkoms voorgeskryf word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Die Ooreenkoms tree in werking op 'n datum wat deur die Minister vasgestel word kragtens die bepalings van subartikel (1) van artikel agt-en-veertig van die Wet en bly twee jaar van krag of vir 'n tydperk wat deur die Minister bepaal word.

3. WOORDBEPALINGS.

Elke uitdrukking wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; elke verwysing na 'n wet omvat elke wysiging van dié wet en tensy 'n ander bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, tensy in stryd met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „bestellingswerwer”, 'n werknemer, behalwe 'n ontvangdepôt-assistent, wat van huis tot huis rondgaan om bestellings op te neem, of te werwe, vir nuwe of herhalingsorders vir herstel van skoeisel;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgevers in diens is;
- „afleraar”, 'n werknemer wat skoeisel van watter aard ook afleraar of ontvang, maar sluit nie 'n ontvangdepôt-assistent of 'n bestellingswerwer in nie;
- „soolkante-gladsnyer”, 'n werknemer wat die soolkante van skoeisel van enige aard gladsny;
- „randsetwerker”, 'n werknemer wat die rande van skoeisel van watter aard ook set;
- „ervaring”, die totale tyd of tye diens wat 'n werknemer, behalwe 'n bestellingswerwer of 'n afleraar, in die skoetherstellingsnywerheid gehad het;
- „passer”, 'n werknemer met minstens vier jaar ervaring en wat almal van onderstaande werksaamhede kan uitvoer en meer as een verrig:—

Handsny van sole;
afstroop van sole en hakke;
insit van binnesole (behalwe sokvoerings);
insit van verstywers;
herstel en innaai van nuwe soolrantjies;
aansit van sole en opvul van onderskoen;
ru-afwerking van sole;
groewe maak;
groewe sluit;
brugspykerwerk;
sole met die hand aannaai;
hakke maak;
hakke oortrek, vasmaak en middelwerk;

- „algemene werker”, 'n werknemer, behalwe 'n leerling, wat „paswerk” tesame met een of meer van die volgende werksaamhede verrig:—

Handnaaiwerk;
ru-afronding;
kleur;
lappes met masjien opsit en hakke maak;

- „handnaaiwerker”, 'n werknemer, behalwe 'n leerling, wat met die hand naaiwerk aan sole, soolrantjies en/of ander leerwerk verrig;
- „hakmaker”, 'n werknemer wat hakke vir skoeisel van watter aard ook maak;
- „hakke of onderkante skuur”, 'n werknemer wat hakke en onderkante van skoeisel van watter aard ook skuur;
- „leerling”—

(a) ten opsigte van 'n handnaaiwerker, kleurder, poleerder, skoonmaker en verwer, of 'n werknemer wat groewe maak, groewe sluit, 'n brugspykerwerker, 'n werknemer met minder as 1½ jaar diens;

(b) ten opsigte van 'n randsetwerker, 'n haklaag- of bostuk-snyer, 'n ru-afronder en groewemaker of afstroker, 'n werknemer met minder as twee jaar ervaring;

SCHEDULE.

SHOE AND LEATHER REPAIRERS' WORKERS' UNION
VERSUS THE PORT ELIZABETH SHOE AND LEATHER
REPAIRERS' ASSOCIATION AND MESSRS. SHOE
HOSPITAL.

AGREEMENT

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

The Shoe and Leather Repairers' Workers' Union
(hereinafter referred to as the “employees”), of the one part,
and

The Port Elizabeth Shoe and Leather Repairers' Association
and
Messrs. Shoe Hospital
(hereinafter referred to as the “employers”), of the other part.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed within the municipal area of Port Elizabeth by all employers and employees engaged or employed in the Shoe Repairing Industry in establishments which are factories as defined in the Factories, Machinery and Building Work Act, 1941, and for whom wages are prescribed in clause 4 of the Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such day as may be fixed by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for two years or for such period as may be determined by the Minister.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

- “Act” means the Industrial Conciliation Act, 1937;
- “canvasser” means an employee who on a house-to-house round is engaged in inviting, soliciting or canvassing new or repeat orders for footwear to be repaired;
- “casual employee” means an employee who is employed by the same employer on not more than three days in any one week;
- “deliverer” means an employee, other than a canvasser, engaged in the delivery of and the receiving of footwear of any description;
- “edge trimmer” means an employee, other than a learner, engaged in the edge trimming of footwear of any description;
- “edge setter” means an employee, other than a learner, engaged in the setting of edges of footwear of any description;
- “experience” means the total period or periods of employment an employee, other than a canvasser or a deliverer, has had in the Shoe Repairing Industry;
- “fitter” means an employee who has had not less than four years' experience, who can perform all, and who is engaged in more than one of the following operations:—

Sole cutting by hand;
sole and heel stripping;
fitting insoles (other than sock linings);
fitting stiffeners;
welt repairing and sewing in new welts;
sole attaching and bottom filling;
rough trimming of soles;
channelling;
channel closing;
waist riveting;
hand stitching of soles;
heel building;
heel-covering, attaching and shanking;

- “general worker” means an employee, other than a learner, who is engaged in the operation of “fitting” together with one or more of the following operations:—

Hand stitching;
rough rounding;
staining;
machine patching and heeling;

- “hand stitcher” means an employee, other than a learner, engaged in the hand stitching of soles, welts and/or any other leather items;
- “heeler” means an employee, other than a learner, engaged in the building of heels for footwear of any description;
- “heel and bottom scourer” means an employee, other than a learner, engaged in the scouring of heels and bottoms of footwear of any description;
- “learner” means—

(a) in relation to a hand stitcher, a stainer, polisher, cleaner and dyer, or an employee engaged on channel opening, channel closing and waist riveting, an employee with less than 1½ years' experience;

(b) in relation to an edge setter, a lift cutter or top cutter, a rough rounder and channeller or a stripper, an employee with less than two years' experience;

(c) ten opsigte van 'n hak- en onderkante-skuurder, 'n spykerwerker of 'n aanplakpersbereider, 'n werknemer met minder as 2½ jaar ervaring;

(d) ten opsigte van 'n hakmaker, 'n masjienlapper of 'n aanplakpersbediener, 'n werknemer met minder as drie jaar ervaring;

(e) ten opsigte van 'n soolkante-gladstnyer, 'n werknemer met minder as 3½ jaar diens;

(f) ten opsigte van 'n passer, 'n algemene werker, 'n pers- en handsoolsnyer of 'n Rapid-naaimasjienbediener, 'n werknemer met minder as 4 jaar ervaring;

maar sluit nie 'n werknemer in wat as bestellingswerwer of afleweraar in diens is nie;

"haklae-snyer", 'n werknemer, behalwe 'n leerling, wat met die hand of masjien haklae, bostukke en afwerkstukke sny;

"masjienlapper", 'n werknemer, behalwe 'n leerling, wat binnevoerings, agtervoerings lap, ogies insit, hakke oortrek, hakke aansit en/of soortgelyke werksaamhede met 'n masjien verrig;

"snyer van sole met pers en hand", 'n werknemer, behalwe 'n leerling, wat 'n solepersmasjien bedien en met die hand sole volgens patroon sny;

"Rapid-naaimasjienbediener", 'n werknemer, behalwe 'n leerling, wat 'n soolaannaaimasjien bedien;

"ru-afronder en groefwerker", 'n werknemer, behalwe 'n leerling, wat skoeisel van watter aard ook, afrond en groewe maak;

"spykerwerker", 'n werknemer, behalwe 'n leerling, wat aan skoeisel van watter aard ook, spykerwerk verrig;

"kleurder, poleerder, skoonmaker en verwer", 'n werknemer, behalwe 'n leerling, wat skoeisel van watter aard ook, skoonmaak, poleer, kleur en verf;

"afstrooper", 'n werknemer, behalwe 'n leerling, wat van skoeisel van watter aard ook, ou en nuwe sole afstroop;

"skoenherstellingsnywerheid" of "nywerheid", die herstel van skoeisel van watter aard ook, afgesien van die materiaal wat vir die herstelwerk gebruik word;

"kort tyd", 'n tydelike vermindering van die getal gewone werkure as gevolg van 'n tekort aan grondstowwe, 'n tydelike handelslapte of 'n algemene defek aan installasie of masjinerie of ander onvoorsiene omstandighede;

"aanplakpersbereider", 'n werknemer, behalwe 'n leerling, wat skoeisel van watter aard ook, vir die aanplakpers berei;

"aanplakpersbediener", 'n werknemer, behalwe 'n leerling, wat 'n aanplakpers bedien;

"loon", dié gedeelte van die besoldiging betaalbaar aan 'n werknemer ten opsigte van die gewone werkure wat in klousule 6 genoem word.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms moet hy as in dié klas beskou word waarin hy hoofsaaklik of uitsluitlik werksaam is.

4. BESOLDIGING.

(1) Geen werkgewer en geen werknemer mag onderskeidelik laer lone as ondergenoemde betaal of aanneem nie:—

A. Werknemers behalwe los werknemers.	Per week. £ s. d.
(a) Bestellingswerwer—	
onder 18 jaar	1 12 9
oor 18 jaar	2 4 0
(b) Afleweraar—	
onder 18 jaar	1 10 1
oor 18 jaar	2 0 3
(c) Soolkante-gladstnyer	2 19 6
(d) Randsetwerker	2 6 6
(e) Passer	3 9 6
(f) Algemene werker	3 9 6
(g) Hakmaker	2 14 0
(h) Handnaaiwerker	2 1 6
(i) Hakke- en onderkante skuurder	2 10 1
(j) Masjienlapper	2 14 0
(k) Haklae-snyer	2 4 0
(l) Snyer van sole met pers en hand	3 9 6
(m) Rapid-naaimasjienbediener	3 9 6
(n) Ru-afronder en 'groefwerker'	2 6 6
(o) Spykerwerker	2 10 0
(p) Kleurder, poleerder, skoonmaker en verwer	2 0 3
(q) Afstrooper	2 4 0
(r) Aanplakpersbereider	2 10 0
(s) Aanplakpersbediener	2 12 6
(t) 'n Werknemer werksaam met een of meer van die volgende:—	
Groewe maak, groewe sluit en brugspykerwerk	2 1 6
(u) Leerling:—	
Eerste ses maande ervaring	1 6 3
Tweede ses maande ervaring	1 10 6
Derde ses maande ervaring	1 16 9
Vierde ses maande ervaring	2 1 6
Vyfde ses maande ervaring	2 6 6
Sesde ses maande ervaring	2 11 6
Sewende ses maande ervaring	2 17 0
Agste ses maande ervaring	3 2 0

(c) in relation to a heel and bottom scourer, a slugger or a stuck-on press preparer, an employee with less than 2½ years' experience;

(d) in relation to a heeler, a machine patcher, or a stuck-on press worker, an employee with less than 3 years' experience;

(e) in relation to an edge trimmer, an employee with less than 3½ years' experience;

(f) in relation to a fitter, a general worker, a press and hand sole cutter or a rapid stitcher, an employee with less than 4 years' experience;

but does not include an employee engaged as a canvasser or deliverer;

"lift cutter" or "top cutter" means an employee, other than a learner, engaged in the cutting by hand or machine lifts, top pieces and fittings;

"machine patcher" means an employee other than a learner, engaged in patching sock lining, back lining, eyeletting, heel covering, heel attaching and/or any other similar operation by machine;

"press and hand sole cutter" means an employee, other than a learner, engaged in the operation of a sole pressing machine and cutting soles by hand from pattern to shape;

"rapid stitcher" means an employee, other than a learner, engaged in operating a sole stitching machine;

"rough rounder and channeller" means an employee, other than a learner, engaged in rounding, channelling and grooving of footwear of any description;

"slugger" means an employee, other than a learner, engaged in the operation of slugging of footwear of any description;

"stainer, polisher, cleaner and dyer" means an employee, other than a learner, engaged in cleaning, polishing, staining and the dyeing of footwear of any description;

"stripper" means an employee, other than a learner, engaged in the stripping of old and new soles from footwear of any description;

"Shoe Repairing Industry" or "Industry" means the repairing of footwear of all types, irrespective of the materials used in their repair;

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

"stuck-on press preparer" means an employee, other than a learner, engaged on preparing footwear of any description for a stuck-on press;

"stuck-on press worker" means an employee, other than a learner, engaged on operating a stuck-on press;

"wage" means that portion of the remuneration payable to an employee in respect of the ordinary hours of work referred to in clause 6.

(2) 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. REMUNERATION.

(1) No employer shall pay and no employee shall accept wages lower than the following:—

A. Employees other than Casual Employees.	Per Week. £ s. d.
(a) Canvasser—	
under the age of 18 years	1 12 9
18 years of age and over	2 4 0
(b) Deliverer—	
under the age of 18 years	1 10 1
18 years of age and over	2 0 3
(c) Edge trimmer	2 19 6
(d) Edge setter	2 6 6
(e) Fitter	3 9 6
(f) General worker	3 9 6
(g) Heeler	2 14 0
(h) Hand stitcher	2 1 6
(i) Heel and bottom scourer	2 10 1
(j) Machine patcher	2 14 0
(k) Lift cutter	2 4 0
(l) Press and hand sole cutter	3 9 6
(m) Rapid stitcher	3 9 6
(n) Rough rounder and channeller	2 6 6
(o) Slugger	2 10 0
(p) Stainer, polisher, cleaner and dyer	2 0 3
(q) Stripper	2 4 0
(r) Stuck-on press preparer	2 10 0
(s) Stuck-on press worker	2 12 6
(t) An employee engaged on one or more of the following operations:—	
Channel opening, channel closing and waist riveting	2 1 6
(u) Learner—	
First six months' experience	1 6 3
Second six months' experience	1 10 6
Third six months' experience	1 16 9
Fourth six months' experience	2 1 6
Fifth six months' experience	2 6 6
Sixth six months' experience	2 11 6
Seventh six months' experience	2 17 0
Eighth six months' experience	3 2 0

met dien verstande dat as 'n leerling 'n werksaamheid verrig waarvoor 'n gekwalifiseerde loon van minder as £3. 9s. 6d. voorgeskryf is, hy ooreenkomstig die leerlingskapskaal moet aangaan tot die kerf onmiddellik voor die gekwalifiseerde loon wat vir dié werksaamheid voorgeskryf is en na ses maande op daardie kerf verhoog moet word tot die gekwalifiseerde loon vir dié werksaamheid.

B. Los werknemers.—Vir elke dag of gedeelte van 'n dag diens, een-vyfde van die hoogste weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van 'n los werknemer vereis word.

(2) Niks in hierdie Ooreenkoms mag dié skaal van besoldiging verlaag waarteen 'n werknemer betaal is voor of op die datum waarop hierdie Ooreenkoms in werking tree nie.

(3) **Kontrakbasis.**—Vir die toepassing van hierdie klousule is die basis van 'n werknemer se kontrak, behalwe dié van 'n los werknemer, 'n weeklikse, en behalwe soos bepaal by klousule 5 (3) moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) van hierdie klousule voorgeskryf is, hetsy hy gedurende daardie week die maksimum getal gewone ure in die Ooreenkoms voorgeskryf, gewerk het of nie.

(4) **Lewenskostetoelae.**—Benewens die lone wat in subklousule (1) voorgeskryf word, moet 'n werkgewer elkeen van sy werknemers 'n lewenskostetoelae betaal wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf is, met dien verstande dat elke werkgewer elkeen van sy werknemers, behalwe los werknemers en leerlinge, in sy diens by die datum waarop hierdie Ooreenkoms van krag word, gedurende die eerste ses maande ervaring, 'n bykomende lewenskostetoelae van twee shillings en ses pennies per week moet betaal.

5. BETALING VAN BESOLDIGING.

(1) Elke bedrag aan 'n werknemer verskuldig moet weekliks kontant betaal word en in 'n kovert of ander houer wees wat die werkgewer se naam, die werknemer se naam, die werknemer se bedryf, die getal gewone ure en oortydure gewerk, die verskuldigde besoldiging en die tydperk waarvoor die betaling gedoen word, aantoon.

(2) **Los werknemer.**—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, kontant by diensbeëindiging betaal.

(3) Die werkgewer mag nie die werknemer boetes oplê nie, ook mag hy geen aftrekkings van sy werknemer se besoldiging maak nie, behalwe die volgende:—

(a) Behalwe soos by klousule 8 bepaal, wanneer die werknemer van werk wegbly of afwesig is as gevolg van ongeval of siekte, 'n aftrekking na verhouding met die tydperk van afwesigheid;

(b) met die skriftelike toestemming van die werknemer, 'n aftrekking van kontant wat aan die werknemer voorgeskiet is;

(c) ingeval die gewone werkure wat by klousule 6 van hierdie Ooreenkoms voorgeskryf is, verminder word as gevolg van korttyddiens, 'n aftrekking van 1/45ste van die weekloon wat by subklousule (1) van klousule 4 ten opsigte van elke uur van die vermindering voorgeskryf is, met dien verstande dat geen aftrekking gemaak word—

(i) in die geval van tydelike handelslapse of tekort aan grondstowwe nie, tensy die werkgewer sy werknemer minstens 24 uur vooruit kennis gee het van sy voorneme om die gewone werkure om hierdie rede te verminder;

(ii) in die geval van korttydure wat die gevolg is van 'n algemene defek aan installasie of masjinerie of as gevolg van onvoorsiene gebeurlikhede ten opsigte van die eerste uur wat nie gewerk word nie;

(d) met die skriftelike toestemming van sy werknemer, 'n aftrekking vir vakansie-, siekte-, versekerings-, voorsorg- of pensioenfondse of -ledigheid aan 'n werknemersorganisasie;

(e) 'n aftrekking van bedrae wat 'n werkgewer by wet of order van 'n bevoegde hof moet maak of toegelaat word om te maak;

(f) 'n aftrekking ten opsigte van 'n openbare vakansie, behalwe Nuwejaarsdag, Goëie-Vrydag, Paasmaandag, Dinsdag of Kersdag waarop 'n werkgewer nie hoef te werk of nie toegelaat word om te werk nie, van die loon wat hy sou ontvang het as hy op een van dié dae gewerk het.

6. WERKURE, GEWONE EN OORTYDURE EN BETALING VIR OORTYD-DIENS.

(1) **Gewone werkure.**—Die gewone werkure van 'n werknemer, behalwe 'n los werknemer, mag nie meer wees nie—

(a) in die geval van 'n werknemer wat 'n sesdaagse week werk—

(i) as vyf-en-veertig in 'n week van Maandag tot en met Saterdag nie;

(ii) agt op 'n dag, tensy die ure op 'n dag nie meer as vyf is nie, in watter geval die ure van die ander dae nie meer as 8½ op 'n dag mag wees nie, indien by so'n verlenging die gewone werkure nie meer as vyf-en-veertig in 'n week is nie;

Provided that where a learner is engaged on an occupation for which a qualified wage of less than £3. 9s. 6d. per week is prescribed, he shall proceed according to the learnership scale to the notch immediately before the qualified wage prescribed for such occupation, and after six months at such notch be advanced to the qualified wage for such occupation.

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

(2) Nothing contained in this Agreement shall operate to reduce the rate of remuneration which an employee was receiving prior to the date this Agreement comes into operation.

(3) **Basis of Contract.**—For the purposes of this clause, the basis of contract of an employee, other than a casual employee, shall be weekly and, save as is provided in clause 5 (3), an employee shall be paid in respect of any week not less than the full weekly wage prescribed in sub-clause (1) of this clause for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in the Agreement or less.

(4) **Cost of Living Allowance.**—In addition to the wages prescribed in sub-clause (1) an employer shall pay to each of his employees a cost of living allowance as prescribed in War Measure No. 43 of 1942, as amended: Provided that each employer shall pay to each of his employees, with the exception of a casual employee and a learner during the first six months of experience, in his employ at the date this Agreement comes into operation, an additional cost of living allowance of two shillings and sixpence per week.

5. PAYMENT OF REMUNERATION.

(1) **Employee other than a Casual Employee.**—Any amount due to an employee, other than a casual employee, shall be paid in cash weekly during working hours or on termination of employment if this takes place before the usual pay-day, and shall be contained in an envelope or other container showing the employer's and employee's name, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

(3) The employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than the following:—

(a) Save as provided in clause 8, when his employee absents himself from work or is absent owing to accident, or ill-health, a deduction proportionate to the period of such absence.

(b) With the written consent of the employee, a deduction of any cash advanced by the employer to his employee.

(c) Whenever the ordinary hours of work prescribed in clause 6 of this Agreement are reduced on account of short-time, a deduction of one forty-fifth of the weekly wage prescribed in sub-clause (1) of clause 4 in respect of each hour of such reduction, provided that no deduction shall be made—

(i) in the case of temporary slackness of trade or shortage of raw material, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short-time arising out of a general breakdown of plant or machinery or due to other unforeseen emergency in respect of the first hour not worked.

(d) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds or subscriptions to an employees' organisation.

(e) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.

(f) A deduction in respect of any public holiday other than New Year's Day, Good Friday, Easter Monday, Dinsdag's Day or Christmas Day on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day.

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

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

(a) in the case of an employee who works a six-day week—

(i) forty-five in any week from Monday to Saturday inclusive;

(ii) eight in any day, unless the hours in one day do not exceed five, in which case the hours of the other days shall not exceed eight and a half on any day, if by such extension the ordinary hours of work do not exceed forty-five in any week;

- (b) in die geval van 'n werknemer wat 'n vyfdaagse week werk—
- as vyf-en-veertig in 'n week van Maandag tot en met Vrydag;
 - $9\frac{1}{4}$ op 'n dag.
- (2) Die gewone werkure van 'n los werknemer mag nie meer as $8\frac{1}{2}$ op 'n dag wees nie.
- (3) Die gewone werkure moet tussen 7 vm. en 6 nm. verrig word.
- (4) *Etensonderbrekings.*—Geen werkgewer kan van 'n werknemer vereis of hom toelaat om langer as vyf agtereenvolgende ure te werk nie sonder 'n onderbreking van minstens een uur waarin geen werk verrig mag word nie en dié onderbreking word nie as 'n deel van die gewone werkure of oortyddsens beskou nie.
- (5) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy fabriek of winkel werk 'n ruspouse van minstens tien minute toestaan so na as moontlik—
- in die middel van elke eerste werkskof; en
 - in die middel van elke tweede werkskof van die dag;
- waarin van die werknemer nie vereis of hom toegelaat kan word om werk te verrig nie, en dié ruspouse word 'n deel van die gewone werkure beskou.
- (6) *Oortyddsens.*—Alle tyd wat oor die getal ure gewerk word wat in subklousules (1), (2) en (3) vir 'n dag of 'n week voorgeskryf is, word as oortyddsens beskou.
- (7) *Beperking van oortydure.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir meer as tien uur in 'n week oortyd te werk nie.
- (8) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer vereis om—
- tussen 6 nm. en 6 vm. te werk nie;
 - na 1-uur nm. op meer as vyf dae in 'n week te werk nie;
 - oortyd vir meer as twee uur op 'n dag te werk nie;
 - oortyd op meer as drie agtereenvolgende dae te werk nie;
 - oortyd op meer as sestig dae in 'n jaar te werk nie;
 - oortyd na voltooiing van haar gewone werkure vir meer as een uur op 'n dag te werk nie, tensy hy—
- haar voor middag kennis daaromtrent gegee het; of
 - haar van 'n genoegsame ete voorsien het voordat sy met die oortyddsens begin; of
 - haar een sjelien en sikspens betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat die oortyddsens begin.
- (9) *Betaling vir oortyddsens.*—'n Werkgewer moet aan sy werknemer vir alle oortyddsens wat deur hom geewerk is, besoldiging betaal teen 'n skaal van minstens $1\frac{1}{2}$ maal sy gewone loon.

7. JAARLIKSE VERLOF.

- (1) Onderworpe aan die bepalings van subklousule (2) moet 'n werkgewer sy werknemer twee agtereenvolgende weke verlof met volle betaling ten opsigte van elke voltooide jaar diens toestaan.
- (2) Die verlof in subklousule (1) genoem, moet op 'n tyd toegestaan word wat deur die werkgewer bepaal word; met dien verstande dat—
- as die verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne twee maande van die voltooiing van die jaar diens waarop dit betrekking het;
 - dié verloftydperk nie mag saamval met siekteverlof wat ingevolge klousule 8 toegestaan word, ook nie met 'n tyd gedurende welke van die werknemer vereis word om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie;
 - as Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Dingaansdag of Kersdag binne die verloftyd val, daar 'n ander dag by die verloftyd ter vervanging van enigen van hierdie dae, gevoeg word as 'n verdere verloftyd met volle betaling;
 - 'n werkgewer 'n dag geleentheidsverlof met volle betaling, wat op die werknemer se skriftelike versoek toegestaan is, gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, van dié tydperk van verlof kan aftrek.
- (3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof wat in subklousule (1) van hierdie artikel genoem word, moet op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.
- (4) 'n Werknemer wie se dienskontrak in die eerste of 'n volgende jaar diens by dieselfde werkgewer eindig voordat die tydperk van verlof opgeloopt het wat in subklousule (1) van hierdie artikel genoem word, moet, behoudens soos bepaal in subklousule (2) van hierdie artikel, by die beëindiging ten opsigte van elke volle maand diens van die tydperk van minder as een jaar, minstens een-vyfde van die weekloon betaal word wat hy onmiddellik voor die datum van die beëindiging ontvang het.
- (5) 'n Werknemer wat op 'n tydperk van verlof kragtens subklousule (1) van hierdie artikel geregtig geword het en wie se diens voor die toekenning van die verlof eindig, moet by die beëindiging ten opsigte van die verlof die bedrag betaal word wat in subklousules (1) en (4) van hierdie artikel genoem word.

- (b) in the case of an employee who works a five-day week—
- forty-five in any week from Monday to Friday inclusive;
 - nine and one-quarter in any day.
- (2) The ordinary hours of work of a casual employee shall not exceed eight and a half on any day.
- (3) The ordinary hours of work shall be performed between 7 o'clock a.m. and 6 o'clock p.m.
- (4) *Meal Breaks.*—An employer shall not require or permit an employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.
- (5) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes at as nearly as practicable—
- in the middle of each first work period in a day; and
 - in the middle of each second work period in a day;
- during which an employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.
- (6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clauses (1), (2) and (3) shall be deemed to be overtime.
- (7) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than ten hours in any one week.
- (8) *Female Employees.*—An employer shall not require or permit a female employee—
- to work between 6 o'clock p.m. and 6 o'clock a.m.;
 - to work after 1 o'clock p.m. on more than five days in any week;
 - to work overtime for more than two hours on any day;
 - to work overtime on more than three consecutive days;
 - to work overtime on more than sixty days in any year;
 - to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
- before midday given notice thereof to such employee; or
 - provided such employee with an adequate meal before the commencement of such overtime; or
 - paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.
- (9) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-half times his ordinary wage.

7. ANNUAL LEAVE.

- (1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave on full pay.
- (2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—
- if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
 - the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
 - if New Year's Day, Good Friday, Easter Monday, Dingaan's Day or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;
 - an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.
- (3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work-day before the date of commencement of such leave.
- (4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, not less than one full day's pay based on the remuneration he was receiving immediately before the date of such termination.
- (5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

(6) Vir die toepassing van hierdie klousule, word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke insluit waarin die werknemer—

- (a) met verlof kragtens subklousule (1) van hierdie artikel afwesig is;
 - (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
 - (c) op las of op versoek van sy werkgever van sy werk afwesig is;
 - (d) met siekteverlof kragtens klousule 8 afwesig is;
- en altesame hoogstens tien weke in 'n jaar beloop en begin—
- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms kragtens 'n wet op verlof geregtig was, van die datum af waarop die werknemer laas kragtens dié wet op die verlof geregtig geword het;
 - (ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens was en op wie 'n wet wat voorsiening vir verlof maak, van toepassing was, maar wat nie daarkragtens in aanmerking daarvoor gekom het nie, van die datum af waarop dié diens begin het;
 - (iii) in die geval van enige ander werknemer, van die datum af waarop die werknemer by sy werkgever in diens getree het of van die datum af waarop hierdie Ooreenkoms van krag geword het, watter een ook al die jongste is;

met dien verstande dat as die opleidingstydperk van 'n werknemer kragtens die Zuid Afrika Verdedigings Wet, 1912, minder as 30 dae is, moet die tyd van tien weke verminder word met 'n tyd gelyk aan dié waarby die opleidingstyd minder as 30 dae is.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat na drie maande diens by hom weens siekte, of ongeval nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeval waarvoor kragtens die Ongevalwet, 1941, skadeloosstelling betaalbaar is—

- (a) in die geval van 'n werknemer wat 'n sesdaagse week werk, twaalf werkdag;
- (b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, tien werkdag.

siekteverlof altesame gedurende 'n jaar diens by hom toestaan en hom minstens die weekloon betaal wat hy sou ontvang het as hy gedurende dié tyd gewerk het; met dien verstande dat 'n werkgever die voorlegging van 'n sertifikaat mag eis, geteken deur 'n geregistreerde mediese praktisyn, wat die aard en die duur van die werknemer se siekte aantoon ten opsigte van elke afwesigheidstydperk waarvoor betaling geëis word, as 'n voorwaarde van die betaling van 'n bedrag ten opsigte van so'n afwesigheid.

(2) Vir die toepassing van hierdie klousule beteken die uitdrukking „diens” dieselfde as in klousule 7 (6).

9. OPENBARE VAKANSIES EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig tot en moet verlof toegestaan word met volle betaling op Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Dingaansdag en Kersdag, met dien verstande dat van 'n werknemer vereis kan word om op enigen van hierdie dae te werk; voorts met dien verstande dat die bepaling van hierdie subklousule nie van toepassing is op 'n werknemer wat 'n vyfdaagse week werk, as die vakansiedag op die sesde dag van die week val nie.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) As 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Dingaansdag en Kersdag werk, moet sy werkgever hom vir dié dag minstens die bedrag betaal wat in subklousule (1) genoem word, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur 45.

(b) As 'n los werknemer op Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Dingaansdag en Kersdag werk, moet sy werkgever hom vir dié dag minstens sy dagloon wat in klousule 4 (1) vir los werknemers voorgeskryf is, betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur 8.

(3) As 'n werknemer werkloos is as gevolg van korttyd vir 'n tydperk waarin 'n betaalde openbare vakansiedag val, moet hy ten volle vir dié openbare vakansiedag betaal word, onderworpe aan die tweede voorbehoud by subklousule (1).

(4) *Betaling vir werk op Sondae.*—As 'n werknemer, wat in klousule 6 (1) genoem word, behalwe 'n los werknemer, op 'n Sondag werk, moet sy werkgever—

- (a) hom minstens dubbel die loon betaal wat aan hom verskuldig is ten opsigte van die tyd wat hy gewoonlik op 'n weekdag werk; of
- (b) hom vir elke uur of gedeelte van 'n uur aldus gewerk, minstens $1\frac{1}{2}$ maal sy gewone loon betaal ten opsigte van die totale tyd op die Sondag gewerk en hom binne sewe dae van die Sondag een dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen minstens die gewone loon asof hy op dié vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(5) As 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat in klousule 4 (1) vir los werknemers voorgeskryf word.

(6) For the purposes of this clause the expression “employment” shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

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

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later;

provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

8. SICK LEAVE.

(1) An employer shall grant to his employee after three months' employment with him and who is absent from work through sickness or accident not caused by his misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a six-day week, twelve work days;
- (b) in the case of an employee who works a five-day week, ten work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of any such absence.

(2) For the purposes of this clause the expression “employment” shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Easter Monday, Dingaans Day and Christmas Day: Provided that an employee may be required to work on any such day: Provided further that, in the case of an employee who works a five-day week, when such holiday falls on the sixth day of the week, the provisions of this sub-clause shall not apply.

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

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

(3) If an employee is laid off due to short-time for a period in which a paid public holiday falls, he shall be paid in full for such public holiday subject to the second proviso to sub-clause (1).

(4) *Payment for Work on Sundays.*—Whenever an employee provided for in clause 6 (1), other than a casual employee, works on a Sunday, his employer shall either—

- (a) pay to him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or
- (b) pay to him for each hour or part of an hour so worked not less than one and one-half times his ordinary wage in respect of the total period worked on such Sunday and grant to him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) Whenever a casual employee works on a Sunday his employer shall pay to him not less than double the wage prescribed in clause 4 (1) for a casual employee.

10. VERSKAFFING VAN OORPAKKE.

Benewens beskermende klerie wat kragtens wet of regulasie gedra moet word, moet 'n werkgewer hoogstens een oorpak per jaar kosteloos aan elke werknemer verskaf wat 'n masjien bedien en die oorpak moet die eiendom van die werkgewer bly. Die werknemer is daarvoor verantwoordelik dat die oorpak gewas en in goeie toestand gehou word.

11. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van elke werknemer behalwe 'n los werknemer 'n dienssertifikaat uitreik wat die werkgewer en werknemer se name voluit, die werknemer se bedryf waarin hy in diens was, die datum van aanvang van die dienskontrak, die datum van beëindiging van die dienskontrak en die skaal van besoldiging op die datum van die diensbeëindiging aantoon.

12. VERBOD OP STUKWERK EN TAAKWERK.

(1) 'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om stukwerk of taakwerk te verrig nie en geen werknemer mag stukwerk of taakwerk verrig nie, met dien verstande dat behalwe wanneer geen werknemer minder as die minimum lone wat in subartikel (1) van artikel 4 voorgeskryf word, ontvang nie, 'n aanvullende loonstelsel in enige inrigting ingevolge 'n ooreenkoms tussen die werkgewer en werknemers in daardie inrigting ingevoer kan word teen skale waarvoor die werkgewer en werknemers moet ooreenkom.

(2) 'n Werkgewer moet 'n kopie van die bepalinge van die bykomende loonskale waarna in subklousule (1) verwys word, op 'n opvallende plek in sy inrigting opgeplak hou en hy mag die skale nie verander nie tensy hy sy werknemer minstens een week vooruit kennis gegee het van die voorgename verandering.

13. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

'n Werknemer mag niemand onder 15 in diens neem nie.

14. BUITEWERK.

(1) Geen werkgewer mag van enigen van sy werknemers vereis of hom toelaat om werk buite die Skoetherstellingsnywerheid elders as in sy inrigting uit te voer nie, behalwe wanneer die werk ter uitvoering of voltooiing van 'n bestelling plaasvind wat by die werkgewer geplaas is.

(2) Geen werknemer in die Skoetherstellingsnywerheid mag bestellings solisiteer of werk vir eie rekening of ten behoeve van enige ander persoon of firma, hetsy vir beloning of besoldiging of nie, aanneem terwyl hy in diens van 'n werkgewer in die nywerheid is nie.

15. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, behalwe 'n los werknemer, moet minstens 24 uur gedurende die eerste maand diens kennis gee en daarna minstens een week kennis van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer mag die dienskontrak sonder kennisgewing beëindig deur die werknemer minstens—

(a) in die geval van 24 uur kennisgewing die weekloon te betaal wat die werknemer ontvang het onmiddellik voor die datum van die diensbeëindiging, gedeel deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk en deur vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;

(b) in die geval van 'n week kennisgewing die weekloon wat die werknemer onmiddellik voor die datum van die diensbeëindiging ontvang het;

met dien verstande dat dit—

(i) nóg die reg van 'n werkgewer of 'n werknemer raak om die dienskontrak sonder kennisgewing om 'n rede wat by wet as voldoende geag word, te beëindig;

(ii) nóg 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer, wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan weerskante en vir langer as 'n week;

(iii) nóg die werking van afstanddoenings of boetes wat by wet van toepassing mag wees ten opsigte van diensverlating deur 'n werknemer.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoud by klousule (1) gesluit word, moet die betaling in plaas van kennisgewing in verhouding wees met die tydperk van kennisgewing waartoe ooreengekom is.

(3) Die kennisgewing waarna in subklousule (1) verwys word, word van krag op die dag waarop dit gegee word, met dien verstande dat die tydperk van kennisgewing nie mag saamval met of gegee word gedurende die werknemer se jaarlikse verlof wat ingevolge klousule 7 of met siekteverlof wat ingevolge klousule 8 toegestaan word nie.

Geteken op hede die veertiende dag van Desember 1949.

F. N. LOCK, *Voorsitter.*

Werkgewers se verteenwoordigers:

N. STANDISH.

L. GOUWS.

S. BANSDA.

Werknemers se verteenwoordigers:

M. M. DESAI.

J. E. GEORGE.

R. FRITZ.

B. DU TOIT, *Sekretaris van die Raad.*

10. SUPPLY OF OVERALLS.

In addition to any protective clothing required to be worn in terms of any law or regulation an employer shall supply, free of charge, not more than one overall per annum to each employee operating a machine and such overall shall remain the property of the employer. The employee shall be responsible for keeping such overall laundered and in good condition.

11. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any employee, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and employee, the occupation in which he was employed, the date of commencement of the contract of employment, the date of termination of the contract of employment and the rate of remuneration at the date of such termination.

12. PROHIBITION OF PIECE-WORK AND TASK-WORK.

(1) An employer shall not require or permit his employee to perform nor shall an employee perform piece-work or task-work, with the exception that, provided no employee receives less than the minimum wages prescribed in sub-clause (1) of clause 4, a supplementary wage system may be introduced in any establishment by agreement between the employer and employees in that establishment at rates to be agreed upon between the said employer and employees.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the provisions of the supplementary wage system referred to in sub-clause (1) and shall not alter such system unless he has given his employee not less than one week's notice of the proposed alteration.

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

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

14. OUTWORK.

(1) No employer shall require or allow any of his employees to undertake any work in the Shoe Repairing Industry elsewhere than in his establishment except when such work is in execution or completion of an order placed with such employer.

(2) No employee engaged in the Shoe Repairing Industry shall solicit or take orders for or undertake any work in connection with the Shoe Repairing Industry for his own account or on behalf of any other person or firm whether for reward or remuneration or not, whilst in the employ of an employer in such industry.

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment, or an employer may terminate the contract of employment without notice by paying the employee not less than—

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

(b) in the case a week's notice the weekly wage which the employee was receiving immediately before the date of such termination;

provided that, this shall not effect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

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

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

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or on sick leave in terms of clause 8.

Signed this fourteenth day of December, 1949.

F. N. LOCK, *Chairman.*

Employers' Representatives:

N. STANDISH.

L. GOUWS.

S. BANSDA.

Employees' Representatives:

M. M. DESAI.

J. E. GEORGE.

R. FRITZ.

B. DU TOIT, *Secretary to the Board.*

* No. 1910.]

[4 Augustus 1950.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.SKOENHERSTELLINGSNYWERHEID, PORT
ELIZABETH.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Skoenherstellingsnywerheid, bekendgemaak by Goewermmentskennisgewing No. 1909 van 4 Augustus 1950, nie vir die persone wie se werkure daarby gereël word, minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

* No. 1910.]

[4 August 1950.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

SHOE REPAIRING INDUSTRY, PORT ELIZABETH.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941 hereby declare the provisions of the Agreement and notice relating to the Shoe Repairing Industry published under Government Notice No. 1909 of 4th August, 1950, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.



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