



UNIE VAN SUID-AFRIKA  
UNION OF SOUTH AFRICA

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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.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

### DEPARTEMENT VAN ARBEID.

\* No. 447.] [27 Februarie 1953.  
NYWERHEID-VERSOENINGSWET, 1937.

#### TAPYTVERVAARDIGINGSNYWERHEID, WYNBERG.

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

- (a) kragtens subartikel (1) soos toegepas deur subartikel (6) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Tapytvervaardigingsnywerheid, Wynberg, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van April 1954, bindend is vir die werkgever en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede is van die vereniging;
- (b) kragtens subartikel (2) soos toegepas deur subartikel (6) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 10 (a), 10 (c) tot en met 17 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van April 1954, bindend is vir die ander werkgevers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrik Wynberg; en
- (c) kragtens subartikel (4) soos toegepas deur subartikel (6) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 10 (a), 10 (c) tot en met 16 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van April, 1954, in die magistraatsdistrik Wynberg *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,  
Minister van Arbeid.

## GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

### DEPARTMENT OF LABOUR.

\* No. 447.] [27 February 1953.  
INDUSTRIAL CONCILIATION ACT, 1937.

#### CARPET MANUFACTURING INDUSTRY, WYNBERG.

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

- (a) in terms of sub-section (1) as applied by 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 Carpet Manufacturing Industry, Wynberg, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th day of April, 1954, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that Union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare, that the provisions contained in clauses 3 to 10 (a) (inclusive) and 10 (c) to 17 (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 the 30th day of April, 1954, upon the other employers and employees engaged or employed in the said Industry in the Magisterial District of Wynberg; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 10 (a) (inclusive) and 10 (c) to 16 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,  
Minister of Labour.

## BYLAE.

## NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAADOOREENKOMS VIR DIE  
TAPYTNYWERHEID.

## OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningwet, 1937, gesluit tussen die

Textile Workers' Industrial Union (S.A.)

(hierna „die werknemers” genoem) aan die een kant en

Messrs. Maroc Carpet and Textile Mills, Retreat, Kaapse

Skiereiland

(hierna „die werkgever” genoem) aan die ander kant.

## 1. BESTEK VAN OOREENKOMS.

Hierdie Ooreenkoms moet in die tapytnywerheid in die magistraatsdistrik Wynberg nagekom word deur die werkgever en die werknemers wat lede is van die vakvereniging en vir wie lone in klousule 4 (1) hiervan voorgeskryf word.

## 2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 3 November 1952 of op 'n datum wat die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet vasstel en bly van krag tot 30 April 1954 of vir 'n tydperk wat hy bepaal.

## 3. WOORDBEPALINGS.

(1) Uitdrukkings wat in hierdie Ooreenkoms voorkom en in die Wet omskryf word, het dieselfde betekenis as in die Wet; ver wysings na 'n wet of ordonnansie sluit wysigings daarvan in en tensy die teendeel blykbaar bedoel word, sluit woorde wat die manlike geslag aandui, vrouens in, verder, tensy dit strydig is met die verband, beteken—

„Wet”, die Nywerheid-versoeningwet, No. 36 van 1937;

„Tapytnywerheid”, die nywerheid waarin werkgever en werknemers verbonde is vir die vervaardiging deur middel van 'n weefstoel(e) van matte en/of lopers en/of tapyte met 'n nop;

„los werknemer”, 'n werknemer wat op hoogstens drie dae per week by dieselfde werkgever in diens is;

„dag”, die tydperk van vier-en-twintig uur gereken van die tyd waarop die werknemer begin werk;

„inrigting”, persele waarop of in verband waarmee een of meer werknemers in die Nywerheid in diens is;

„ondervinding”, totale tydperk of tydperke diens wat 'n werknemer in sy besondere bedryf of ampsbenaming, al na gelang van die geval, in die Nywerheid gehad het;

„Nywerheid”, die Tapytnywerheid;

„goingopdraaier”, 'n werknemer wat 'n goingopdraaimasjien bedien;

„goingopdraaier, gekwalifiseer”, 'n werknemer met minstens nege maande ondervinding;

„goingopdraaier, ongekwalifiseer”, 'n werknemer met minder as nege maande ondervinding;

„masjienwerker”, 'n werknemer wat tapyte en/of matte en/of lopers met 'n nop per masjien stik en/of sluitstik;

„masjienwerker, gekwalifiseer”, 'n werknemer met minstens een-en-twintig maande ondervinding;

„masjienwerker, ongekwalifiseer”, 'n werknemer met minder as een-en-twintig maande ondervinding;

„prikker”, 'n werknemer wat die tapyt of loper met 'n naald heelmaak nadat dit gewee is;

„prikker, gekwalifiseer”, 'n werknemer met minstens nege maande ondervinding;

„prikker, ongekwalifiseer”, 'n werknemer met minder as nege maande ondervinding;

„stukwerk”, 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid werk wat hy doen, en daar word beskou dat dit alle aansporings- of produksiebonusstelsels of aanvullende lone insluit;

„stukwerker”, 'n werknemer wat stukwerk doen;

„tolwisselaar”, 'n werknemer wat tole omruil vir die wever;

„tolwisselaar, gekwalifiseer”, 'n werknemer met minstens ses maande ondervinding;

„tolwisselaar, ongekwalifiseer”, 'n werknemer met minder as ses maande ondervinding;

„korttyd”, 'n tydelike vermindering van die getal gewone werkeure weens handelslapte, tekort aan grondstowwe, 'n algemene onklaarraking van installasie of masjinerie weens 'n ongeluk of ander onvoorsiene noodgeval of die omruil van boom aan 'n weefstoel;

„taakwerk”, 'n stelsel waarvolgens die werkgever of sy verteenwoordiger die werknemer 'n gegewe hoeveelheid werk gee om in 'n vasgestelde tyd te doen;

„tydwerker”, 'n werknemer wat nie stukwerk doen nie;

## SCHEDULE.

## INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE CARPET  
MANUFACTURING INDUSTRY.

## AGREEMENT

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

The Textile Workers' Industrial Union (S.A.)

of the one part (hereinafter referred to as “the employees”) and the following employer:—

Messrs. Maroc Carpet and Textile Mills, Retreat, Cape Peninsula, of the other part (hereinafter referred to as “the employer”).

## 1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Carpet Manufacturing Industry in the Magisterial District of Wynberg by the Employer and those of his employees who are members of the trade union and for whom wages are prescribed in clause 4 (1) hereof.

## 2. PERIOD OF OPERATION.

This Agreement shall come into operation on 3rd November, 1952, or on such other date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act, and remain in force until 30th April, 1954, or for such period as may be determined by him.

## 3. DEFINITIONS.

(1) Any expressions appearing in this Agreement which are defined in the Act shall have the same meaning as in the Act; any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance 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, No. 36 of 1937;

“Carpet Manufacturing Industry” means the industry in which an employer and his employees are associated for the purpose of producing by means of a loom or looms, pile rugs and/or pile runners and/or pile carpets;

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

“day” means the period of twenty-four hours calculated from the time the employee commences work;

“establishment” means any premises in or in connection with which one or more employees are employed in the Carpet Manufacturing Industry;

“experience” means the total period or periods of employment which an employee has had in his particular occupation or designation in the Industry, as the case may be;

“Industry” means the Carpet Manufacturing Industry;

“jute winder” means an employee engaged on a jute winding machine;

“jute winder, qualified,” means an employee who has had not less than nine months' experience;

“jute winder, unqualified,” means an employee who has had less than nine months' experience;

“machinist” means an employee engaged on the sewing and/or overlocking of pile carpets, and/or pile runners and/or pile rugs by machine;

“machinist, qualified,” means an employee who has had not less than twenty-one months' experience;

“machinist, unqualified,” means an employee who has had less than twenty-one months' experience;

“picker” means an employee engaged in repairing the carpet or runner or rug by means of a needle after it has been woven;

“picker, qualified,” means an employee who has had not less than nine months' experience;

“picker, unqualified,” means an employee who has had less than nine months' experience;

“piecework” means any system under which an employee's remuneration is based upon the quantity of work done and shall be deemed to include any system of incentive or production bonus payments, or supplementary wage payments;

“pieceworker” means an employee who is engaged on piecework;

“reel changer” means an employee engaged in changing reels for the weaver;

“reel changer, qualified,” means an employee who has had not less than six months' experience;

“reel changer, unqualified,” means an employee who has had less than six months' experience;

“short time” means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw material, a general break down of plant or machinery caused by accident or other unforeseen emergency, or the changing of a beam on a loom;

“task work” means the setting by an employer or his representatives to an employee of a definite quantity of work to be performed by such employee in a specified time;

“timeworker” means an employee who is not engaged in piecework;



„afwerker”, ’n werknemer wat die rou kante van tapyte afwerk;

„loon”, die bedrag wat in kontant aan ’n werknemer betaalbaar is, soos in klousule 4 bepaal ten opsigte van die gewone werke wat in klousule 5 van die Ooreenkoms voorgeskryf word;

„wewer”, ’n werknemer wat ’n tapytweefstoel bedien;

„wewer, gekwalifiseer”, ’n werknemer met minstens een-en-twintig maande ondervinding;

„wewer, ongekwalifiseer”, ’n werknemer met minder as een-en-twintig maande ondervinding;

(2) By die klassifisering van ’n werknemer vir die toepassing van hierdie Ooreenkoms word hy beskou as lid van die klas waarin hy voltyds of hoofsaaklik in diens is.

#### 4. LONE.

(1) Geen werkgewer mag minder betaal en geen werknemer minder aanneem as onderstaande lone nie, en al die voorwaardes in hierdie klousule moet nagekom word:—

|                                                   | Per week<br>£ s. d. |
|---------------------------------------------------|---------------------|
| Goijingopdraaier, gekwalifiseer ... ..            | 2 2 6               |
| Goijingopdraaier, ongekwalifiseer—                |                     |
| gedurende eerste drie maande ondervinding ... ..  | 1 10 0              |
| gedurende tweede drie maande ondervinding ... ..  | 1 15 0              |
| gedurende derde drie maande ondervinding ... ..   | 1 17 6              |
| Masjienwerker, gekwalifiseer ... ..               | 3 0 0               |
| Masjienwerker, ongekwalifiseer—                   |                     |
| gedurende eerste drie maande ondervinding ... ..  | 1 10 0              |
| gedurende tweede drie maande ondervinding ... ..  | 1 15 0              |
| gedurende derde drie maande ondervinding ... ..   | 2 0 0               |
| gedurende volgende ses maande ondervinding ... .. | 2 5 0               |
| gedurende volgende ses maande ondervinding ... .. | 2 10 0              |
| Prikker, gekwalifiseer ... ..                     | 1 13 0              |
| Prikker, ongekwalifiseer—                         |                     |
| gedurende eerste drie maande ondervinding ... ..  | 1 7 0               |
| gedurende tweede drie maande ondervinding ... ..  | 1 8 6               |
| gedurende derde drie maande ondervinding ... ..   | 1 10 6              |
| Tolwisselaar, gekwalifiseer ... ..                | 1 16 0              |
| Tolwisselaar, ongekwalifiseer—                    |                     |
| gedurende eerste drie maande ondervinding ... ..  | 1 10 0              |
| gedurende tweede drie maande ondervinding ... ..  | 1 13 0              |
| Afwerker ... ..                                   | 1 16 0              |
| Wewer, gekwalifiseer ... ..                       | 3 0 0               |
| Wewer, ongekwalifiseer—                           |                     |
| gedurende eerste drie maande ondervinding ... ..  | 1 10 0              |
| gedurende tweede drie maande ondervinding ... ..  | 1 15 0              |
| gedurende derde drie maande ondervinding ... ..   | 2 0 0               |
| gedurende vierde drie maande ondervinding ... ..  | 2 5 0               |
| gedurende vyfde drie maande ondervinding ... ..   | 2 10 0              |
| gedurende volgende ses maande ondervinding ... .. | 2 15 0              |

Los werknemer: Vir elke dag of gedeelte van ’n dagdiens, een-vyfde van die loon wat in hierdie subklousule vir ’n werknemer van sy klas voorgeskryf word;

met dien verstande dat ’n werknemer wat tydens die publikasie van hierdie ooreenkoms teen gunstiger betaling in diens is as wat in hierdie klousule voorgeskryf word vir ’n werknemer van sy klas, terwyl hy dieselfde werk vir dieselfde werkgewer doen, dieselfde loon moet bly ontvang.

(2) *Betaling van oortyd.*—’n Werkgewer moet sy werknemer vir elke uur of gedeelte van ’n uur, hoogstens twee uur per dag, minstens die volgende betaal:—

(a) In die geval van ’n tydwerker, een-derde maal sy weekloon verdeel deur 46;

(b) In die geval van ’n stukwerker, een-derde maal die stukwerktaarif;

en vir elke uur of gedeelte van ’n uur oortyd bo twee uur per dag minstens—

(i) in die geval van ’n tydwerker, een en ’n half maal sy weekloon verdeel deur 46;

(ii) in die geval van ’n stukwerker, een en ’n half maal die stukwerktaarif, op ’n dagbasis bereken.

(3) *Berekeningsbasis van lone.*—Vir die berekening van aftrekkings van ’n werknemer se weekloon, tydbetalings aan ’n stukwerker of oortydbetaling, kragtens hierdie Ooreenkoms, word die voorgeskryfde loon van ’n tydwerker as berekeningsbasis gebruik.

(4) *Lewenskostoelae.*—(a) ’n Werknemer wat ’n basiese loon van tot en met £6 per week ontvang, is geregtig tot ’n lewenskostoelae van 72½ persent van sy weekloon, as hy ’n tydwerker is, of van sy weekverdienste as hy ’n stukwerker is, op die nagskoftoelae wat in klousule 9 van hierdie Ooreenkoms voorgeskryf word en die oortydbetaling wat in subklousule (1) (b) van klousule 6 voorgeskryf word. Dié toelae moet met 2½ persent verhoog word vir elke volle 2.5 punte waarmee die kwartaalgemiddelde van die kleinhandelprysindeks bo 173.4 punte styg en met 2½ persent verminder word vir elke volle 2.5 punte waarmee die kwartaalgemiddelde benede 173.4 punte daal.

„trimmer” means an employee engaged in trimming the unfinished sides of carpets;

„wage” means that amount payable in money to an employee as laid down in clause 4 in respect of the ordinary hours of work prescribed in clause 5 of the Agreement;

„weaver” means an employee engaged in operating a carpet loom;

„weaver, qualified,” means an employee who had not less than twenty-one months’ experience;

„weaver, unqualified,” means an employee who has had less than twenty-one months’ experience;

(2) In classifying an employee for the purposes of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly employed.

#### 4. WAGES.

(1) The employer shall not pay less than and no employee shall accept less than the following, and shall observe all the conditions enumerated in this clause:—

|                                                 | Per Week.<br>£ s. d. |
|-------------------------------------------------|----------------------|
| Jute Winder, qualified ... ..                   | 2 2 6                |
| Jute Winder, unqualified—                       |                      |
| during first three months of experience ... ..  | 1 10 0               |
| during second three months of experience ... .. | 1 15 0               |
| during third three months of experience ... ..  | 1 17 6               |
| Machinist, qualified ... ..                     | 3 0 0                |
| Machinist, unqualified—                         |                      |
| during first three months of experience ... ..  | 1 10 0               |
| during second three months of experience ... .. | 1 15 0               |
| during third three months of experience ... ..  | 2 0 0                |
| during next six months of experience ... ..     | 2 5 0                |
| during next six months of experience ... ..     | 2 10 0               |
| Picker, qualified ... ..                        | 1 13 0               |
| Picker, unqualified—                            |                      |
| during first three months of experience ... ..  | 1 7 0                |
| during second three months of experience ... .. | 1 8 6                |
| during third three months of experience ... ..  | 1 10 6               |
| Reel Changer, qualified ... ..                  | 1 16 0               |
| Reel Changer, unqualified—                      |                      |
| during first three months of experience ... ..  | 1 10 0               |
| during second three months of experience ... .. | 1 13 0               |
| Trimmer ... ..                                  | 1 16 0               |
| Weaver, qualified ... ..                        | 3 0 0                |
| Weaver, unqualified—                            |                      |
| during first three months of experience ... ..  | 1 10 0               |
| during second three months of experience ... .. | 1 15 0               |
| during third three months of experience ... ..  | 2 0 0                |
| during fourth three months of experience ... .. | 2 5 0                |
| during fifth three months of experience ... ..  | 2 10 0               |
| during next six months of experience ... ..     | 2 15 0               |

Casual employee: For each day or part of a day of employment, one-fifth of the wage prescribed in this sub-clause for an employee of his class—

Provided that an employee who at the date of publication of this Agreement is employed at rates of wages more favourable to him than those prescribed in this clause for an employee of his class shall continue to receive such wages whilst performing the same services for the same employer;

(2) *Payment for Overtime.*—An employer shall pay to his employee in respect of each hour or part of an hour overtime not exceeding two hours per day worked by him, remuneration at a rate of not less than—

(a) in the case of a time-worker, one and a third times his weekly wage divided by forty-six; and

(b) in the case of a piece-worker one and a third times the piece-work rates;

and for each hour or part of an hour overtime in excess of two hours per day worked by him, not less than—

(i) in the case of a time-worker, one and a half times his weekly wage divided by forty-six; and

(ii) in the case of a piece-worker, one and a half times the piece-work rates;

calculated on a daily basis.

(3) *Basis of Computing Wages.*—For the purpose of computing under this Agreement any deductions from the weekly wage of an employee or of computing time payments to a piece-worker or overtime payments, the prescribed wage of a time-worker shall be taken as the basis of computation.

(4) *Cost of Living Allowance.*—(a) An employee who is paid a basic wage of up to and including £6 per week shall be entitled to and be paid a cost of living allowance of 72½ per cent of his weekly wage, if he is a time-worker; or if he is a piece-worker, of his weekly earnings as a piece-worker, on the night-shift allowance as prescribed in clause 9 of this Agreement and over-time payments as prescribed in sub-clause 1 (b) of clause 6. Such allowance shall be increased by 2½ per cent for each completed 2.5 points by which the quarterly average of the retail price index numbers exceeds 173.4 points or shall be decreased by 2½ per cent for each completed 2.5 points by which the quarterly average of the retail price index number is less than 173.4 points.

(b) Aanpassings van die lewenskostetoelae tree in werking op die eerste betaaldag in die maand na die publikasie van die kleinhandelsprysindekssyfer vir Maart, Junie, September of Desember, na gelang van die geval.

(c) Indien 'n werknemer se lewenskostetoelae ingevolge hierdie paragraaf minder is as die lewenskoste wat so 'n werknemer ingevolge Oorlogsmatreël No. 43 van 1942, of 'n wysiging daarvan moet ontvang, of as sy basiese loon meer as £6 per week is, moet hy volgens Oorlogsmatreël No. 43 van 1942, of 'n wysiging daarvan betaal word.

(d) „Kleinhandelsprysindekssyfer” beteken die beswaarde gemiddelde kleinhandelsprysindekssyfer van die nege gebiede ten opsigte van kos, brandstof, lig, huur en diverse wat in die maandelikse persverklaring van die Direkteur van Sensus en Statistiek, Pretoria, gepubliseer word.

(e) By die berekening van die lewenskostetoelae wat 'n werknemer toekom, moet alle besoldiging, buiten die lewenskostetoelae self en oortyd in aanmerking geneem word.

(5) *Versekering van lone ingeval van brand.*—Werkgewers kan werknemers vir minstens ses weke teen loonverlies weens brand verseker as die werkgever gedurende dié tydperk geen werk kan verskaf nie.

(6) *Stukwerk of taakwerk.*—(a) Taakwerk is verbode, met dien verstande dat minimums ten opsigte van stukwerk nie as taakwerk beskou word nie.

(b) 'n Werknemer wat vir stukwerk in diens is, moet betaal word teen die tarief waarvoor werkgever en werknemer ooreengekom het, maar die besoldiging moet minstens dié wees wat hy as tydwerker sou ontvang het.

(c) 'n Staat van die stukwerkstarief in 'n inrigting moet op 'n opvallende plek vertoon bly en kan slegs na 'n week kennisgewing verander word.

#### 5. GEWONE WERKURE EN OORTYD.

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

(a) ses-en-veertig in 'n week; en

(b) in die geval van 'n werknemer wat 'n sesdaagse week werk, agt uur op 'n dag, tensy die ure op een dag nie meer as vyf is nie, wanneer die ure op die ander dae nie meer as agt en 'n half uur op 'n dag mag wees nie; en

(c) in die geval van 'n werknemer wat 'n vyfdaagse week werk, nege en 'n kwart uur op 'n dag;

(d) die gewone werkure van 'n los werknemer mag nie meer wees nie as—

(i) in die geval van 'n inrigting waarin 'n sesdaagse week gewerk word, agt en 'n half uur op 'n dag;

(ii) in die geval van 'n inrigting waarin 'n vyfdaagse week gewerk word, nege en 'n kwart uur op 'n dag.

(2) *Etensonderbrekings.*—'n Werkgever mag nie vereis of toelaat dat sy werknemer langer as vyf uur ononderbroke werk sonder 'n tussenpoos van minstens een uur waarin geen werk verrig mag word nie en dié onderbreking mag nie as deel van die gewone werkure of oortydure gereken word nie; met dien verstande dat—

(i) as die onderbreking langer as een uur duur, elke tydperk bo een en 'n kwart uur as gewone werkure gereken word;

(ii) werktydperke onderbreek deur 'n tussenpoos van minder as een uur as ononderbroke gereken word.

(3) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers, behalwe 'n motorvoertuigbestuurder, deeltydse motorvoertuigbestuurder, bode, verantwoordelike keteloppasser of keteloppasser in diens in of by sy inrigting, 'n ruspouse van minstens tien minute toestaan so na as moontlik aan—

(a) die middel van die eerste werktydperk op 'n dag;

(b) die middel van die tweede werktydperk op 'n dag;

waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en so 'n ruspouse word as deel van die gewone werkure gereken.

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

(5) *Oortydure.*—Alle werktyd bo die getal ure wat ten opsigte van 'n dag of week in subklousule (1) voorgeskryf is, moet as oortydure beskou word.

(6) *Beperking van oortydure.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om meer as tien uur per week oortyd te werk nie; met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar toelaat om soos hieronder te werk nie:—

(a) Tussen 6-uur nm. en 6-uur vm.;

(b) na 1-uur nm. op meer as vyf dae in 'n week;

(c) oortyd vir meer as twee uur op 'n dag of vir meer as drie agtereenvolgende dae;

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

(b) Adjustments in the cost of living allowance shall become effective as from the first pay day in the month following publication of the retail price index number for the month of March, June, September or December, as the case may be for the quarterly periods in the said months.

(c) If the amount of the cost of living allowance payable to an employee in terms of this paragraph is less than the amount payable to such employee in terms of War Measure No. 43 of 1942, or any amendment thereof, or if an employee is paid a basic wage of more than £6 per week, he shall be entitled to and be paid in terms of War Measure No. 43 of 1942, or any amendment thereof.

(d) "Retail price index number" means the weighted average retail price index number of the nine areas in respect of food, fuel, light, rent and sundries as published in the monthly press release by the Director of Census and Statistics, Pretoria.

(e) For the purpose of calculating the amount of cost of living allowance due to an employee, all remuneration other than the cost of living allowance itself and overtime shall be taken into consideration.

(5) *Insurance of Wages in Case of Fire.*—The employers may insure employees against loss of wages due to fire for a period of not less than six weeks if the employer is unable to offer employment during such period.

(6) *Piece-work or Task-work.*—(a) Task-work is prohibited, provided that minimums established in connection with piece-work shall not be deemed to be task-work.

(b) An employee employed as a piece-worker shall be paid at the rates agreed upon between the employer and the employee but such remuneration shall not be less than he would have been entitled to receive had he been employed as a time-worker.

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

#### 5. HOURS OF WORK, ORDINARY AND OVERTIME.

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

(a) forty-six hours in any week; and

(b) in the case of an employee who works a six-day week, eight hours in any day, unless the hours on one day do not exceed eight and a half hours on any day; and

(c) in the case of an employee who works a five-day week, nine and a quarter hours in any day;

(d) the ordinary hours of work of a casual employee shall not exceed—

(i) in the case of an establishment in which a six-day week is observed, eight and one-half hours in any day;

(ii) in the case of an establishment in which a five day week is observed, nine and one-quarter hours in any day.

(2) *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—

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

(ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(3) *Rest Intervals.*—An employer shall grant to each of his employees employed in or about his establishment, other than a motor vehicle driver, a part-time motor vehicle driver, a messenger, a boiler attendant in charge or a boiler attendant, a rest interval of not less than ten minutes at as nearly as practicable—

(a) in the middle of each first work period in any day; and

(b) the middle of each second work period in a day; 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 number of hours prescribed in respect of a day or week in sub-clause (1) shall be deemed to be overtime.

(6) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than ten hours in any week; provided that no employer shall require or permit a female employee—

(a) to work between 6 o'clock p.m. and 6 a.m.;

(b) to work after 1 o'clock p.m. on more than five days in any week.

(c) to work overtime for more than two hours on any day or for more than three consecutive days;

(d) to work overtime on more than sixty days in any year;



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

- (i) voor middag daarvan in kennis gestel het;
- (ii) van 'n voldoende maal voor die aanvang van dié oortydwerk voorsien het; of
- (iii) een sjieling en siksens betyds betaal het om haar in staat te stel om 'n maal te bekom voordat die oortydwerk moet begin.

(7) *Vrystellings*.—Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie, en die bepalinge van subklousules (2), (3), (4) en (6) is nie van toepassing op 'n manlike werknemer in diens op werk wat genoodsaak is deur 'n onklaarraking van installasie of masjinerie of deur 'n ander onvoorsiene noodgeval nie.

#### 6. JAARLIKSE VERLOF.

(1) (a) Elke werkgewer moet aan elkeen van sy werknemers, behalwe 'n wag, ten opsigte van elke voltooide jaar diens by hom—

- (i) in die geval van 'n werknemer wat 'n vyfdaagse week werk, twaalf werkdag afwesighedsverlof; en
- (ii) ten opsigte van 'n werknemer wat 'n sesdaagse week werk, vyftien werkdag afwesighedsverlof;

toestaan.

Die grootste gedeelte van die verlof moet tussen 15 Desember en 15 Januarie val.

(b) Elke werkgewer moet 'n werknemer wat 'n tydwerker is, vir dié verlof betaal teen die weeklikse skaal van besoldiging (met inbegrip van lewenskostoelae) waartoe hy onmiddellik voor die aanvang van die verlof geregtig was.

(c) (i) Elke werkgewer moet 'n werknemer wat 'n stukwerker is, vir dié verlof betaal teen sy gemiddelde weeklikse besoldiging (met inbegrip van lewenskostoelae) gedurende die tydperk waarin hy in diens was op stukwerk, bereken van die datum van sy indiensneming af of van die datum waarop sy laaste verlof geëindig het, watter ook al die jongste is, en tot binne vyfien dae van die aanvang van die verlof.

(ii) Nadat 'n stukwerker in verskillende kwalifiseertydperke in dieselfde graad in diens was gedurende die tyd ten opsigte waarvan die jaarlikse verlof opgeloopt het, moet hy vir dié verlof betaal word teen sy gemiddelde weeklikse besoldiging (met inbegrip van lewenskostoelae) maar met uitsluiting van betaling vir oortydwerk) slegs gedurende die tyd ten opsigte van daardie kwalifiseertyd waarin hy in diens was op die tyd toe sy verlof verskuldig geword het.

(iii) Die berekening van „gemiddelde weeklikse besoldiging” waarna in subklousule (c) (i) van hierdie klousule verwys is, moet gebaseer word op die werklike getal ure gewerk en die totale besoldiging verdien soos in subklousule (c) (i) uiteengesit.

(2) 'n Wag wat 'n sewedaagse week werk, moet vier agtereenvolgende weke verlof met volle betaling toegestaan word, en 'n wag wat minder as 'n sewedaagse week werk, moet drie agtereenvolgende weke met volle betaling ten opsigte van elke voltooide jaar diens by dieselfde werkgewer toegestaan word. Die verlof in hierdie subartikel genoem, moet geneem word op 'n tyd deur die werknemer vasgestel; met dien verstande dat dié verlof binne twee maande na verstryking van die jaar diens waarop dit betrekking het, geneem moet word.

(3) (a) 'n Werknemer wat nie 'n volle jaar diens by dieselfde werkgewer voltooi het nie, of 'n werknemer wat meer as een maand diens by dieselfde werkgewer voltooi het en wie se diens voor die aanvang van die jaarlikse verlof eindig, moet—

- (i) in die geval van 'n werknemer wat 'n vyfdaagse week werk, een dag se betaling vir elke voltooide maand diens; en
- (ii) in die geval van 'n werknemer wat 'n sesdaagse week werk, een en 'n kwart dag se betaling vir elke voltooide maand diens;

betaal word.

(b) Vir die toepassing van hierdie subklousule moet die gemiddelde weeklikse besoldiging van 'n stukwerker bereken word op die wyse wat in subklousule (4) (c) (i) van hierdie klousule verduidelik is.

(4) Die lone ten opsigte van jaarlikse verlof moet op of voor die laaste werkdag voor dié aanvang van die verlof betaal word.

(5) 'n Werkgewer mag enige dae of tydperke verlof met volle betaling wat aan die werknemer toegestaan is op die werknemer se skriftelike versoek of met die werknemer se skriftelike toestemming gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, van dié verlof aftrek.

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

- (a) kragtens subklousule (1) met verlof is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgewer afwesig van werk is;

(e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- (i) before midday given notice thereof to such employee; or
- (ii) provided such employee with an adequate meal before the commencement of such overtime; or
- (iii) 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.

(7) *Exemptions*.—The provisions of this clause shall not apply to a watchman and the provisions of sub-clauses (2), (3), (4) and (6) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency.

#### 6. ANNUAL LEAVE.

(1) (a) Every employer shall grant to each of his employees other than a watchman in respect of each completed year of employment with him—

- (i) in the case of a five-day week employee, twelve working days' leave of absence; and
- (ii) in respect of a six-day week employee, fifteen working days' leave of absence;

The major portion of such leave shall fall between the 15th December and 15th January.

(b) Every employer shall pay an employee who is a time-worker for such leave at the weekly rate of remuneration (including cost of living allowance) to which he is entitled immediately before the commencement of such leave.

(c) (i) Every employer shall pay an employee who is a piece-worker for such leave at a rate equivalent to his average weekly remuneration (including cost of living allowance, but excluding payment for overtime) during the period in which he had been employed on piece-work calculated from the date of his engagement or the date on which his last leave terminated, whichever is the later date and up to within fifteen days of the commencement of such leave.

(ii) When a piece-worker has been employed in different qualifying periods within the same grade during the period in respect of which the annual leave has accrued, he shall be paid for such leave at a rate equivalent to his average weekly remuneration (including cost of living allowance, but excluding payment for overtime) only during the period in respect of that qualifying period in which he is engaged at the time when his leave became due.

(iii) The calculation of "average weekly remuneration" referred to in sub-clause (c) (i) of this clause shall be based on the actual number of hours worked and the total remuneration earned as detailed in sub-clause (c) (i).

(2) A watchman who works a seven-day week, shall be granted four consecutive weeks' leave on full pay, and a watchman who works less than seven-day week shall be granted three consecutive weeks' leave on full pay in respect of each completed year of employment with the same employer. The leave referred to in this sub-clause shall be granted at a time to be fixed by the employer; provided that such leave is taken within two months after expiry of the year of employment to which it relates.

(3) (a) An employee who has not completed a full year's employment with the same employer or an employee who has completed more than one month's employment with the same employer and whose employment terminates before the commencement of the annual leave, shall be paid—

- (i) in the case of a five-day week employee, at the rate of one day's pay for each completed month of employment; and
- (ii) in the case of a six-day week employee, at the rate of one and one-quarter day's pay for each completed month of employment.

(b) For the purpose of this sub-clause the average weekly remuneration of a piece-worker shall be computed in the described in sub-clause (1) (c) (i) of this clause.

(4) The wages in respect of annual leave shall be paid not later than the last work day before the date of the commencement of such leave.

(5) An employer may set off against such period of leave any days or periods of leave granted on full pay to his employee at the employee's written request or with the employee's written approval during the year of employment to which the period of annual leave relates.

(6) For the purpose 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 instruction of or at the request of his employer;

(d) kragtens klousule 11 met siekteverlof is; wat altesaam hoogstens tien weke in 'n jaar bedra, en daar word beskou dat dit begin—

- (i) in die geval van 'n werknemer wat, terwyl hy in die diens van dieselfde werkgever was, voor die inwerkingtreding van hierdie Ooreenkoms kragtens 'n Wet op verlof geregtig geword het, van die datum waarop die werknemer laas kragtens dié Wet tot verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat, terwyl hy in die diens van dieselfde werkgever was, in diens was voor die inwerkingtreding van hierdie Ooreenkoms en op wie 'n Wet wat voorsiening vir jaarlikse verlof maak, tot toepassing was, maar wat nie daarskragtelos op verlof geregtig geword het nie, van die datum waarop dié diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum waarop die werknemer tot sy werkgever se diens toegetree het, of van die datum af waarop hierdie Ooreenkoms van krag geword het, na gelang van die jongste.

#### 7. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, behalwe 'n wag, is geregtig tot verlof met volle betaling wat toegestaan moet word op Nuwejaarsdag, Goeie-Vrydag, Geloftedag en Kersdag en moet ten opsigte van elkeen van dié dae minstens die loon betaal word waartoe hy geregtig sou gewees het as hy op daardie dag gewerk het; met dien verstande dat dit van 'n werknemer vereis mag word om op enigen van dié dae te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke dag die bedrag betaal soos voorgeskryf in subklousule (1), plus ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, sy weekloon gedeel deur die getal gewone ure wat hy per week werk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke dag minstens die dagloon betaal plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur agt.

(c) Enige bedrag wat kragtens subparagrafe (a) en (b) van hierdie subklousule aan 'n werknemer betaal word, moet bereken word teen die loonskaal wat die werknemer onmiddellik voor die openbare vakansiedag ontvang het; met dien verstande dat as 'n werknemer besoldig word op 'n ander basis as die tyd werklik deur hom gewerk, moet sy gewone skaal van besoldiging vir die toepassing van hierdie klousule bereken word asof hy by die uur betaal is, en moet op enige datum bepaal word deur sy totale besoldiging gedurende drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgever, watter ook al die korste is, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan dié besoldiging betaal is.

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

(a) minstens dubbel die loon wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of

(b) vir elke uur of gedeelte van 'n uur wat aldus gewerk word, minstens een en een-derde maal sy gewone loon betaal en hom binne sewe dae na die Sondag een vakansiedag gee en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op die vakansiedag sy gewone ure vir daardie dag van die week gewerk het.

(c) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat vir 'n werknemer van sy klas voorgeskryf word.

#### 8. METODE EN TYD VAN BETALING VAN LONE.

(1) Behalwe soos in subklousule (2) bepaal, is alle besoldiging weekliks verskuldig en moet in kontant betaal word, of as die werkgever en werknemer daartoe skriftelik ooreengekom het, maandeliks, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind, en moet in 'n koefert of ander houer wees wat die name van die werkgever en die werknemer aantoon, die werknemer se bedryf, die getal gewone en oortyd ure gewerk, die besoldiging verskuldig, bedrae afgetrek en die tydperk ten opsigte waarvan betaling gemaak word.

(2) 'n Werknemer, behalwe 'n los werknemer, moet ten opsigte van elke week die besoldiging wat aan hom verskuldig is, nie later as drie werkdade na die einde van die gewone werkweek betaal word nie. Los werknemers moet onmiddellik by beëindiging van hulle diens betaal word.

(3) 'n Werknemer moet gedurende sy werkure betaal word, en enige onredelike tyd wat verstryk tussen die beëindiging van die gewone werkure of oortydure en die tyd waarop betaling aan hom gemaak word, word vir die berekening van ekstra besoldiging beskou as oortyd waarvoor oortydskale deur sy werkgever aan hom betaal moet word, soos in klousule 4 (2), saam met klousule 5 gelees, voorgeskryf word.

(d) absent on sick leave in terms of clause 11 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, whilst in the employ of the same employer, 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, whilst in the employ of the same employer 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 the coming into force of this Agreement, whichever is the later.

#### 7. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee, except a watchman, shall be entitled to and be granted leave on New Year's Day, Good Friday, Day of the Covenant and Christmas Day and shall be paid in respect of each such day not less than the wage to which he would have been entitled had he worked on that day: Provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee works on New Year's Day, Good Friday, Day of Covenant or Christmas Day his employer shall pay to him for each such day 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 the number of ordinary hours worked by him in a week.

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

(c) Any amount paid to an employee in terms of sub-paragraphs (a) and (b) of this sub-clause shall be calculated at the rate of remuneration which the employee was receiving immediately such public holiday became due: Provided that whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this section, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(3) *Payment for work on Sundays.*—Whenever an employee 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 each hour or part of an hour so worked not less than one and one-third times his ordinary wage and shall grant to him within seven days of such Sunday one day's holiday and pay to him in respect thereof not less than the rate of his ordinary wages as if he had on such holiday worked his ordinary hours for that day of the week;

(c) whenever a casual employee works on a Sunday his employer shall pay to him not less than double the wage prescribed for an employee of his class.

#### 8. METHOD AND TIME OF PAYMENT OF WAGES.

(1) Save as provided in sub-clause (2), all wages and rates shall become due and be paid in cash weekly or if the employer and employee have agreed thereto in writing, monthly, or on termination of employment if this takes place before the usual pay day of the employee, and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which payment is made.

(2) An employee other than a casual employee shall, in respect of each week, be paid the wages and rates due to him not later than three working days after termination of the usual working week. Casual employees shall be paid immediately on the termination of their employment.

(3) An employee shall be paid his wages during his working hours and any unreasonable time which elapses between the termination of the normal hours of work or hours of overtime and the time when payment is made to him shall, for the purpose of calculating extra remuneration, be deemed to be overtime for which overtime rates as prescribed in clause 4 (2) read with clause 5 of this Agreement shall be paid to him by his employer.



(4) Geen werknemer mag verplig word om as deel van sy dienskontrak, by sy werkgever te loseer nie, nóg by enige plek deur hom aangewys, of om goedere van hom of van 'n winkel deur hom aangewys, te koop nie.

(5) Geen regstreekse of onregstreekse betaling mag aan 'n werkgever ten opsigte van die indiensneming of opleiding van 'n werknemer gemaak word of deur hom aangeneem word nie.

#### 9. BESOLDIGING VIR NAGSKOFWERK.

'n Werkgever moet nagskofbesoldiging aan sy werknemers op onderstaande grondslag betaal:—

- As twee skofte in 'n fabriek in enige tydperk van 24 uur gewerk word, moet alle werknemers wat tussen die ure 8 nm. en 6 vm. werk, 'n bykomende 10 persent op die basiese loon betaal word ten opsigte van die tyd gewerk tussen die ure 8 nm. en 6 vm.
- As drie skofte in 'n fabriek in enige tydperk van 24 uur gewerk word, moet alle werknemers wat tussen 8 nm. en 6 vm. werk, 'n bykomende 10 persent op die basiese loon betaal word ten opsigte van die tyd gewerk tussen 8 nm. en 6 vm., behalwe dat waar die werknemers 'n weeklikse skof werk wat in rotasie wissel, moet slegs die skof wat die grootste gedeelte van die tyd tussen 8 nm. en 6 vm. insluit, 'n bykomende 10 persent betaal word bereken op die basiese loon ten opsigte van alle ure gedurende dié skof gewerk, maar in die geval van twee van die drie skofte wat gelyke hoeveelhede tyd tussen 8 nm. en 6 vm. insluit, moet slegs laasgenoemde van die twee skofte 'n bykomende 10 persent betaal word bereken op die basiese loon verskuldig ten opsigte van alle ure gedurende dié skof gewerk.
- Lewenskoste-toelae is nie betaalbaar op die bykomende 10 persent wat ten opsigte van nagskofte aan werknemers verskuldig is nie.
- Die bepalinge van hierdie klousule is nie van toepassing op wagte nie.

#### 10. BOETES EN AFTREKKINGS.

'n Werknemer mag geen boetes opgelê word nie, en geen aftrekkings, van watter aard ook al, mag van 'n werknemer se besoldiging gemaak word nie, behalwe die volgende:—

- Met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie, siekte, versekerings-, voorsorg-, pensioen- of ander fondse;
- in 'n inrigting waarin minstens twee-derdes van die totale getal werknemers soos in die Wet omskryf en vir wie Raadsheffings betaal word, lede van die vakvereniging is, moe die werkgever by ontvangs van 'n werknemer van 'n getekende aftrekorder in die vorm hierin uiteengesit, elke week van die besoldiging van dié werknemer die bedrag van sy aftrekkings aan die vakvereniging verskuldig, aftrek, en dié geld op of voor die vyftiende dag van elke maand stuur aan die sekretaris van die tak van die vakvereniging op die adres in die aftrekorder genoem.

#### AFTREKORDER VIR AFTREKKINGS VAN VAKVERENIGINGBYDRAES.

Aan.....  
(Naam van werkgever.)

Ek, ....., magtig u hierby om 'n bedrag van..... van my weeklikse besoldiging af te trek wat gesuur moet word aan die Sekretaris van die Textile Workers' Industrial Union (S.A.) Cape Area Branch, by.....

(Adres.)

ooreenkomstig klousule..... van die Ver-  
soeningsraadooreenkoms vir die Tapytnwyerheid.

Handtekening van werknemer.

Datum.....

Plek.....

- Onderworpe aan die bepalinge van klousules 7 (1) en 8 (1), as 'n werknemer van werk afwesig is, 'n aftrekking in verhouding tot die tydperk van dié afwesigheid, bereken op die basis van die weekloon wat dié werknemer ten tyde daarvan ten opsigte van sy gewone werkure ontvang het.

- As 'n werknemer toestem of kragtens die Naturelle (Stads-gebiede) Konsolidasiewet, No. 25 van 1945, of die Naturellearbeid Regelingswet, 1911, verplig is om losies en/of inwoning van sy werkgever aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

|                          | Per week. | Per maand. |
|--------------------------|-----------|------------|
|                          | s. d.     | £ s. d.    |
| Losies .....             | 3 0       | 0 13 0     |
| Inwoning .....           | 2 0       | 0 8 8      |
| Losies en inwoning ..... | 5 0       | 1 1 8      |

(4) No employee shall be required as part of his contract of employment to board or lodge with his employer or at any place nominated by him or to purchase any goods from him or from any shop nominated by him.

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

#### 9. NIGHT SHIFT REMUNERATION.

An employer shall pay night shift remuneration to his employees on the following basis:—

- Where in any factory two shifts are worked in any period of twenty-four hours, all employees working between the hours of 8 o'clock p.m. and 6 o'clock a.m. shall be paid an additional amount of 10 per cent on the basic wage in respect of such time worked between the hours of 8 o'clock p.m. and 6 o'clock a.m.
- Where in any factory three shifts are worked in any period of twenty-four hours, all employees working between the hours of 8 o'clock p.m. and 6 o'clock a.m. shall be paid an additional amount of 10 per cent on the basic wage in respect of such time worked between the hours of 8 o'clock p.m. and 6 o'clock a.m. excepting that where the employees are engaged in a weekly shift which alternates in rotation that shift only which includes the greatest portion of time between the hours of 8 o'clock p.m. and 6 o'clock a.m. shall be paid an additional amount of 10 per cent calculated on the basic wage due in respect of all hours worked during that shift, but in the case of two of the three shifts including equal amounts of time between the hours of 8 o'clock p.m. and 6 o'clock a.m., the latter only of the two shifts shall be paid an additional amount of 10 per cent calculated on the basic wage due in respect of all hours worked during that shift.
- Cost of living allowance shall not be payable on the additional amount of 10 per cent due to employees in respect of night shift.
- The provisions of this clause shall not apply to watchmen.

#### 10. FINES AND DEDUCTIONS.

No fines shall be levied against an employee and no deductions of any description shall be made from an employee's remuneration other than the following:—

- With the written consent of the employee, deductions for holiday, sick, insurance, provident, pension or other funds.
- In any establishment in which not less than two-thirds of the total number of employees as defined in the Act are members of the trade union, the employer shall, on receipt from an employee of a signed stop order in the form set out herein deduct from the remuneration of such employee, each week the amount of his deductions due to the trade union and transmit such moneys to the Secretary of the branch of such union at the address set out in such stop-order, not later than the 15th day of each month.

#### STOP-ORDER FOR DEDUCTIONS OF TRADE UNION CONTRIBUTIONS.

To.....  
(Name of Employer.)

I,..... hereby authorise you to deduct from my weekly remuneration an amount of..... for transmission to the Secretary of the Textile Workers' Industrial Union (S.A.) Cape Area Branch, at (address)..... in accordance with clause..... of the Conciliation Board Agreement for the Carpet Manufacturing Industry.

Signature of Employee.....

Date.....

Place.....

- Subject to the provisions of clause 7 (1) and clause 8 (1), when an employee is absent from work, a deduction proportionate to the period of such absence, calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.

- When an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945 (Act No. 25 of 1945), or the Native Labour Regulations Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amount specified hereunder:—

|                         | Per week. | Per month. |
|-------------------------|-----------|------------|
|                         | s. d.     | £ s. d.    |
| Board .....             | 3 0       | 0 13 0     |
| Lodging .....           | 2 0       | 0 8 8      |
| Board and Lodging ..... | 5 0       | 1 1 8      |

- (e) 'n Aftrekking van enige bedrag wat ten behoeve van sy werknemer deur 'n werkgever betaal is wat hy by wet of regsdeding verplig is om te betaal.
- (f) 'n Aftrekking ten opsigte van elke uur korttydwerk van een-ses-en-veertigste van die weekloon waartoe 'n werknemer geregtig sou gewees het as hy as 'n tydwerker in diens was; met dien verstande dat minstens vier uur kennis aan 'n werknemer gegee moet word voor die aanvang van korttydwerk, en by versuim om dié kennis te gee, moet 'n werknemer in plaas daarvan vier-ses-en-veertigste van die weekloon betaal word waartoe hy geregtig sou gewees het as hy gedurende dié tydperk gewerk het, hetsy in diens as 'n tydwerker of as 'n stukwerker wat dieselfde klas werk verrig;
- (g) 'n Aftrekking ten opsigte van enige openbare vakansiedag, behalwe Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag of Kersdag, waarop 'n werknemer verplig is of toegelaat word om te werk, van die loon wat hy sou ontvang het as hy op so 'n dag gewerk het.

#### 11. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat na een maand diens by hom van sy werk afwesig is weens siekte, of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesaam—

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

siekteverlof toestaan gedurende enige diensjaar by hom en moet hom ten opsigte van enige afwesigheids tydperk kragtens die bepaling hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat die werkgever as 'n vooropgestelde voorwaarde vir betaling deur hom van enige bedrag ten opsigte van sulke afwesigheid kan eis dat ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevorder word, 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is en wat die aard en duur van die werknemer se siekte vermeld, voorgelê word: Voorts met dien verstande dat wanneer kragtens 'n ooreenkoms tussen 'n werkgever en party van sy werknemers of al sy werknemers, of tussen 'n werkgever en 'n geregistreerde vakvereniging 'n siektebystand- of voorsorgfonds bestaan waaraan die werkgever ten opsigte van elkeen van sy werknemers wat daarby gebaat sal wees, minstens die bedrag bydra wat deur elkeen van die werknemers betaal word of betaal moet word, en uit welke fonds die werknemer in die geval van afwesigheid of afwesighede weens siekte of ongeval (behalwe 'n ongeval waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is), geregtig is om minstens £1. 10s. per week vir minstens vier weke per jaar in siekteverlofbetaling te ontvang, onderworpe aan 'n kwalifiserende van drie dae vir elke afwesigheid en alle ander bystand wat altesaam in 'n jaar minstens gelyk is aan sy volle loon vir twee weke ten opsigte van dié afwesigheid of afwesighede onder omstandighede wat wesenlik nie minder gunstig vir die werknemer as hierdie bepaling is nie, die bepaling van hierdie klousule nie ten opsigte van dié werknemers van toepassing is nie; voorts met dien verstande dat ingeval 'n werkgever by wet verplig is om hospitaalgeld ten opsigte van 'n werknemer na wie in die wet verwys word, te betaal en dit betaal, die bedrag aldus betaal afgetrek mag word van enige betaling verskuldig ten opsigte van siekte kragtens hierdie klousule, maar nie meer as die bedrag wat betaalbaar sal wees ten opsigte van enige tyd van siekte waarvoor voorsiening hierin gemaak word nie.

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

#### 12. OORPAKKE EN HANDSKOE.

(1) 'n Werkgever wat van sy werknemer vereis om 'n oorpak te dra, moet dit kosteloos aan die werknemer verskaf en dit bly die eiendom van die werkgever.

(2) As die dra van beskermende klere kragtens die Wet op Fabriekke, 1941, voorgeskryf word, moet dié klere kosteloos deur die werkgever aan die werknemer verskaf word.

#### 13. KONTRAKBASIS.

Die basis van die dienskontrak van 'n werknemer, behalwe 'n los werknemer, is 'n weeklikse, en behalwe soos in klousules 6, 10 en 15 van hierdie Ooreenkoms bepaal, moet 'n werknemer ten opsigte van 'n week minstens die volle loon betaal word wat in klousule 4 vir 'n werknemer van sy klas voorgeskryf is, of hy daardie week die maksimum getal gewone ure wat in klousule 5 van hierdie Ooreenkoms voorgeskryf is, of minder gewerk het.

(e) A deduction of any amount paid by an employer on behalf of his employee which he is compelled to pay by any law of legal process.

(f) A deduction in respect of each hour of short-time of an amount equal to one-fourty-sixth of the weekly wage to which an employee would have been entitled if he had been employed as a time-worker; provided that not less than four hours' notice shall be given to an employee before the commencement of any period of short-time, and failing the giving of such notice an employee shall be paid in lieu thereof four-forty-sixths of the weekly wage to which he would have been entitled had he worked during such period whether employed as a time-worker or as a piece-worker performing the same class of work.

(g) A deduction in respect of any public holiday other than New Year's Day, Good Friday, Day of the Covenant or Christmas Day on which an employee is required or permitted to work of the wages which he would have received had he worked on such day.

#### 11. SICK LEAVE.

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

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

sick leave in the aggregate during any 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 such absence; provided further that where in any establishment there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union a sick benefit or provident fund to which the employer contributes in respect of each of the employees who stand to benefit thereby an amount not less than the amount paid or payable by each such employee and out of which fund such employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in paid sick leave the amount of not less than 30s. per week for not less than four weeks per annum subject to a qualifying period of three days for each period of absence and such other benefits in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employee; provided further that where an employer is by any law required to pay and pays hospital fees in respect of any employee referred to in any such law, the amount so paid may be set off against the payment due in respect of any employee referred to in any such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness, provided for herein.

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

#### 12. OVERALLS AND GLOVES.

(1) An employer who requires his employee to wear an overall shall supply it free of cost to the employee and it shall remain the property of the employer.

(2) Wherever the wearing of protective clothing is prescribed in terms of the Factories Act, 1941, such apparel shall be provided by the employer free of cost to the employee.

#### 13. BASIS OF CONTRACT.

The basis of contract of employer of an employee, other than a casual employee, shall be weekly, and save as provided in clauses 6, 10 and 15 of this Agreement, an employee shall be paid in respect of a week not less than the full weekly wage prescribed in clause 4 for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 5 of the Agreement or less.



## 14. DIFFERENSIËLE LOON.

'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om altesaam langer as een uur op 'n dag hetsy benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor of—

- (a) 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat in 'n hoër loon eindig as dié van sy eie klas in klousule 4 (1) voorgeskryf word, moet dié werknemer betaal vir al die gewone werkure van die inrigting op daardie dag—
  - (i) in die geval genoem in paragraaf (a) teen 'n skaal per uur gelyk aan die weekloon gedeel deur die getal gewone ure deur dié werknemer in 'n week gewerk;
  - (ii) in die geval genoem in paragraaf (b) teen 'n skaal per uur gelyk aan die weekloon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas plus dertig persent, gedeel deur die getal gewone ure deur die werknemer in 'n week gewerk; met dien verstande dat dié werknemer nie op 'n gesamentlike bedrag geregtig is ten opsigte van die dag waarop hy dié werk verrig, wat groter is as die bedrag wat 'n gekwalifiseerde werknemer in die hoër klas sou toegekome het teen die loonskaal vir hom in klousule 4 (1) voorgeskryf nie;

met dien verstande dat ingeval die enigste verskil tussen klasse op ervaring, geslag en ouderdom gebaseer is, hierdie subklousule nie van toepassing is nie.

## 15. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, behalwe 'n los werknemer, moet gedurende die eerste vier weke diens minstens vier-en-twintig uur, en daarna minstens een week skriftelike opsegging vir beëindiging van die dienskontrak gee, of 'n werkgewer moet in plaas daarvan minstens onderstaande betaal:—

- (a) In die geval van vier-en-twintig uur opsegging, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk en vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
- (b) in die geval van 'n week opsegging, die weekloon wat die werknemer onmiddellik voor diensbeëindiging ontvang het;

met dien verstande dat dit nie inbreuk maak op ondergenoemde nie:—

- (i) 'n Werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- (ii) 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur vir albei partye en vir langer as een week.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoud van subklousule (1) aangegaan is, moet die betaling in plaas van opsegging in verhouding wees tot die diensopseggingstermyn waartoe ooreengekom is.

(3) Die diensopsegging wat in subklousule (1) voorgeskryf word, gaan in op die gewone betaaldag van die werknemer, met dien verstande dat die tydperk van diensopsegging nie mag saamval met, of diensopsegging gegee word gedurende, die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 6 of met siekteverlof kragtens klousule 11 nie.

## 16. PERSONE ONDER 15 JAAR.

Geen werkgewer mag 'n persoon onder die ouderdom van 15 jaar in diens neem nie.

## 17. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting, waar dit maklik vir al sy werknemers toeganklik is, 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale vertoon en vertoon hou.

Op hede die 11de dag van Augustus 1952 in Kaapstad onderteken.

J. S. VAN REENEN,  
Voorsitter.

J. RUBENSTEIN,  
Behoorlik gemagtigde verteenwoordiger  
(Wergewers).

W. G. DICK,  
Behoorlik gemagtigde verteenwoordiger  
(Werknemers).

R. A. DELL,  
Sekretaris.

Getuies:

1. N. W. GREEN.
2. J. H. ADAMS.

## 14. DIFFERENTIAL WAGE.

An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work, or in substitution therefor, work of another class for which either—

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class is prescribed in sub-clause (1) of clause 4 shall pay to such employee a wage for all the ordinary hours of work of the establishment on that day—
  - (i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;
  - (ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed in clause 4 (1) plus thirty per cent divided by the number of ordinary hours worked by such employee in a week; provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in clause 4 (1) of the Agreement; provided that where the sole difference between classes is based on experience, sex or age, the provisions of this clause shall not apply.

## 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 four weeks of employment and thereafter not less than one week's notice in writing of his intention to terminate the contract of employment, or the employer shall pay in lieu thereof not less than—

- (a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week;
- (b) in the case of a week's notice not less than the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written Agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

(2) Whenever an Agreement is entered into in terms of the second proviso of 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 usual pay day of the employee; 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 6 or absent on sick leave in terms of clause 11 of this Agreement.

## 16. PERSONS UNDER 15 YEARS.

No employer shall employ in his establishment any persons under the age of 15 years.

## 17. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in a conspicuous place in his establishment, readily accessible to his employees, a legible copy of this Agreement in both official languages.

Signed at Cape Town this 11th day of August 1952.

J. S. VAN REENEN,  
Chairman.

L. RUBENSTEIN,  
Duly authorised Representative (Employer).

N. G. DICK,  
Duly authorised Representative (Employees).

R. A. DELL,  
Secretary.

Witnesses.

1. N. W. GREEN.
2. J. H. ADAMS.

★ No. 448.]

[27 Februarie 1953.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.TAPYTVERVAARDIGINGSNYWERHEID,  
WYNBERG.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twéén-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepaling van die Ooreenkoms en kennisgewing in verband met die Tapytvervaardigingsnywerheid, Wynberg, bekendgemaak by Goewermmentskennisgewing No. 447 van 27 Februarie 1953 vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepaling van genoemde Wet nie.

B. J. SCHOEMAN,  
Minister van Arbeid.

★ No. 448.]

[27 February 1953.]

FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941.CARPET MANUFACTURING INDUSTRY,  
WYNBERG.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Carpet Manufacturing Industry, Wynberg, published under Government Notice No. 447 of the 27th February, 1953, 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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