



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(Registered at the Post Office as a Newspaper)

VOL. CLXXI.]

PRYS 6d.

PRETORIA, 20 MAART 1953.
20 MARCH

PRICE 6d.

[No. 5037.]

*Alle Proklamasies, Goewermements- 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.*

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 608.] [20 Maart 1953.
NYWERHEID-VERSOENINGSWET, 1937.

BEGRAFNISONDERNEMINGSNYWERHEID (KAAP).

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

(a) kragtens subartikel (1) soos toegepas deur 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 wat betrekking het op die Begrafnisondernemingsnywerheid vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf gesegde twee Maandag, bindend is vir die werkgewers en vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werknemers wat lede van daardie vereniging is;

(b) kragtens subartikel (2) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 14 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf gesegde tweede Maandag, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrikte die Kaap, Wynberg en Bellville; en

(c) kragtens subartikel (4) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 14 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf gesegde tweede Maandag in die magistraatsdistrikte die Kaap, Wynberg en Bellville *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordoms krywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 608.] [20 March 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

FUNERAL UNDERTAKING INDUSTRY (CAPE).

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, 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 Funeral Undertaking Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employers 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 14 (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 one year from the said second Monday, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial Districts of the Cape, Wynberg and Bellville; and

(c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg and Bellville and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in clauses 3 to 14 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons 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.

VERSOENINGSRAAD VIR DIE BEGRAFNISSONDER-NEMINGBEDRYF (KAAP).

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur die—

„Funeral Undertakers' Union (Cape)“

(hierna „die werknemers“ genoem), aan die een kant, en die volgende werkgewers:—

Human & Pitt, Funeral Services, Ltd., Breestraat, Kaapstad;
Goodall & Co., Undertakers (Pty.), Ltd., Walesstraat 46, Kaapstad;
Roberts Bros. (Pty.), Ltd., Hastingsweg, Woodstock;
Falken & Co., Albertweg, Woodstock, Kaapstad;
Funerals (Pty.), Ltd., Overservatory, Kaapstad;

(hierna „die werkgewers“ genoem), aan die ander kant, wat die partye by die Versoeningsraad vir die Begrafnissonder-nemingsbedryf (Kaap) is.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur die werkgewers en werknemers in die Begrafnissonder-nemingsbedryf in die magistraatsdistrikte die Kaap, Wynberg en Bellville.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Die Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Nywerheidsversoeningwet vasgestel word en bly van krag vir 'n termyn van een jaar.

3. WOORDBEPALINGS.

„Klerklike werknemer“ beteken 'n werknemer wat uitsluitlik, of hoofsaaklik skryfwerk en/of tikwerk en/of ander soorte klerklike werk verrig en sluit 'n versendingsklerk, boekhouer en kassier in.

„Doodkismaker en/of -masjins“ beteken 'n persoon, behalwe 'n doodkisaafwerker en -bekleër, wat elke soort benodigde doodkis met gebuigde of reguit-kante maak en/of beitels slyp en kraggedrewe masjiene, behalwe handgedrewe skuurpapiermasjiene, opstel en bedien.

„Doodkisaafwerker en -bekleër“ beteken 'n persoon wat die werk van doodkiste volledig van voering en bekleding voorsien, verrig en kan die skryf van naamplaatjies en bestuur van motorvoertuie insluit.

„Lykbesorger se garagewerktuigkundige“ beteken 'n persoon wat uitsluitlik of hoofsaaklik, werktuigkundige herstellings aan voertuie verrig.

„Aflowering van doodkiste“ beteken die aflowering van 'n doodkis op die plek waar dit nodig is, behalwe as 'n ononderbroke deel van die begrafnis te hou, en kan die kisting van die lyk insluit.

„Verwydering van lyk“ beteken die oorbring van die lyk per voertuig van die plek waar dit is na die vereiste plek: Met dien verstande dat die verwydering van 'n lyk na 'n plek vanwaar die begrafnis daarna moet begin sonder dat die werknemer of werknemers dié plek verlaat om werk te verrig wat nie met dié begrafnis in verband staan nie, as 'n onafskeidelike deel van daardie begrafnis beskou word.

„Inwonende beampte“ beteken 'n werknemer wat kosteloos op die persele van sy werkgewer inwoon en beskikbaar moet wees om buite die normale besigheidsure sy werkgewer se besigheid te behartig.

„Arbeider“ beteken 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:—

- (i) Persele, voertuie, diere, gerei, masjinerie, werktuie, gereedskap of ander artikels skoonmaak;
- (ii) voertuie laai of aflaai;
- (iii) goedere dra, verplaas, stapel of uitpak;
- (iv) deure, kiste, bale, of ander pakkette oopmaak of toemaak;
- (v) vure maak en aan die brand hou, of afval of as verwyder;
- (vi) briewe, boodskappe, of goedere te voet of per fiets, driewieler of handvoertuig aflewer of oorbring;
- (vii) diere oppas, inspan of uitspan;
- (viii) voertuie, behalwe motorvoertuie, olie of smeer;
- (ix) tee of soortgelyke drankte maak.

„Ervaring“ beteken, met betrekking tot 'n werknemer, die totale tydperk of tydperke diens wat 'n werknemer in daardie bepaalde klas werk in die Begrafnissonder-nemingsnywerheid het.

4. LONE.

(1) Die minimum lone wat 'n werkgewer aan elke lid van die ondergenoemde klasse van sy werknemers moet betaal, is as volg:—

	Per week. £ s. d.
(a) Doodkismaker en/of -masjins en/of ducospuiters en poleerders—	
gedurende eerste jaar ervaring	4 13 0
gedurende tweede jaar ervaring	5 6 3
gedurende derde jaar ervaring	5 19 6
gedurende vierde jaar ervaring	6 12 10
en daarna	7 10 6

SCHEDULE.

CONCILIATION BOARD FOR THE FUNERAL UNDERTAKING INDUSTRY (CAPE).

AGREEMENT

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

The Funeral Undertakers' Union (Cape)

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

Messrs. Human & Pitt Funeral Services, Ltd., 71 Bree Street, Cape Town;

Messrs. Goodall & Co., Undertakers (Pty.), Ltd., 46 Wale Street, Cape Town;

Messrs. Falken & Co., Albert Road, Woodstock;

Messrs. Roberts Bros. (Pty.), Ltd., Hastings Road, Wynberg; and Funerals (Pty.), Ltd., Main Road, Observatory;

of the other part (hereinafter referred to as “the employers”) being parties to the Conciliation Board for the Funeral Undertaking Industry.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by the employers and the employees in the Funeral Undertaking Industry in the Magisterial Districts of the Cape, Wynberg and Bellville.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, and shall remain in force for a period of one year.

3. DEFINITIONS.

“Clerical employee” means an employee who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work and includes a despatch clerk, bookkeeper and cashier.

“Coffin-maker” and/or “machinist” shall mean any person other than a coffin finisher and trimmer engaged in the making of any type of coffin or casket required and/or in the grinding of cutters and setting up and operating power-driven machines other than hand sand-papering machines.

“Coffin finisher and trimmer” shall mean a person who performs the duties of lining and trimming coffins complete, and may include the writing of name plates and the driving of motor vehicles.

“Undertaker's garage mechanic” means any person wholly or mainly engaged in effecting mechanical repairs to vehicles.

“Delivery of coffins” shall mean the delivery of a coffin to the place required, other than as an uninterrupted part of the conducting of the funeral and may include the coffining of the body.

“Removal of body” shall mean the transference of the body by vehicle from the place where it is to the place required; provided that the removal of a body to a place from where the funeral is thereafter to commence without the employee or employees leaving such place to perform duties not connected with such funeral shall be deemed to be an integral part of the self-same funeral.

“Resident official” means an employee living on his employer's premises free of charge to the employee and who shall be available to attend to his employer's business outside normal business hours.

“Labourer” means an employee wholly or mainly engaged on one or more of the following operations:—

- (i) Cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;
- (ii) loading or unloading vehicles;
- (iii) carrying, moving, stacking or unpacking goods;
- (iv) opening or closing doors, boxes, bales or other packages;
- (v) making or maintaining fires or removing refuse or ashes;
- (vi) delivering or conveying letters, messages or goods on foot or by means of bicycle, tricycle or hand-propelled vehicle;
- (vii) tending, harnessing or unharnessing animals;
- (viii) oiling or greasing vehicles, other than motor vehicles;
- (ix) making tea or similar beverages;

“Experience” means, in relation to any particular class of employee, the total period or periods of employment which an employee has had in that particular class of employment in the Funeral Undertaking Industry.

4. WAGES.

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

(a) Coffin-makers and/or machinists and/or ducosprayers and polishers—

	Per Week. £ s. d.
during first year of experience	4 13 0
during second year of experience	5 6 3
during third year of experience	5 19 6
during fourth year of experience	6 12 10
and thereafter	7 10 6

	Per week. £ s. d.
(b) Doodkisaafwerkers en -bekleërs—	
gedurende eerste jaar ervaring	4 8 7
gedurende tweede jaar ervaring	5 1 10
en daarna	5 15 2
(c) Skuurpapierwerkers en beiters	2 17 9
(d) Motorwerktuigkundiges (lykbesorgersgaragewerk- tuigkundiges)	7 10 6
(e) Arbeiders	2 8 9
	Per maand. £ s. d.
(f) Klerklike werknemers—	
gedurende eerste jaar ervaring	11 11 0
gedurende tweede jaar ervaring	15 6 7
gedurende derde jaar ervaring	19 1 2
gedurende vierde jaar ervaring	23 2 0
en daarna	27 2 10

Met dien verstande dat niks in hierdie Ooreenkoms dié loon wat aan 'n werknemer wat reeds in diens was op die datum waarop hierdie Ooreenkoms in werking tree, kan verlaag nie.

(2) *Lewenskostetoelae*.—Die lewenskostetoelae wat op grond van bogenoemde lone betaalbaar is, is dié voorgeskryf by Oorlogsmaatreef No. 43 van 1942, soos gewysig.

(3) *Kontrakbasis*.—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer weekliks en behoudens soos bepaal in subklousule (3) en in klousule 5 (3), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, betaal word, of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in klousule 6, gewerk het of nie.

(4) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers, behalwe 'n arbeider, vereis of hom toelaat om vir langer as een uur, en 'n werkgewer wat van sy arbeider vereis of hom toelaat om, ditsy benewens sy eie werk, of in plaas daarvan, werk van 'n ander klas waarvoor in subklousule (1) 'n hoër loon voorgeskryf word, te verrig, moet dié werknemer vir die hele dag waarop hy daardie werk verrig het, minstens een-sesde van die hoër loon betaal: Met dien verstande dat wanneer die enigste verskil tussen klasse, kragtens subklousule (1) op ervaring berus, die bepaling van hierdie subklousule nie van toepassing is nie.

(5) Spesiale bepalinge betreffende die verwydering van lyke en die aflewering van doodkiste:—

Verwydering en aflewering.

Saterdag tussen 8 vm. en 5.30 nm.: 3s. 6d. per aflewering; 7s. 6d. per verwydering.

Sondag en openbare vakansiedae tussen 8 vm. en middernag: 10s. per verwydering; 5s. per aflewering.

Maandag tot Saterdag tussen 5.30 nm. en middernag: 7s. 6d. per verwydering en 3s. 6d. per aflewering.

Maandag tot Sondag tussen middernag en 6 vm.: 10s. per verwydering en 6s. per aflewering.

Maandag tot Sondag tussen 6 vm. en 8 vm.: 7s. 6d. per verwydering en 3s. 6d. per aflewering.

Alle verwydering moet deur minstens drie werknemers—vir indien nodig—verrig word, behalwe in die geval van die lyk van 'n kind onder 12 jaar oud.

In geval die aflewering van 'n doodkis vir en die verwydering van dieselfde lyk gelyktydig geskied, word alleen die bedrag vir verwydering betaal.

Ingeval van verwyderings en/of aflewering word die bovoorgeskrewe bedrae aan elke en iedere werknemer wat aan daardie verwydering of aflewering deelneem, betaal, afgesien van die soort werk wat normaal deur die werknemer verrig word.

Die betalings hierbo voorgeskryf, is spesiale betalings in plaas van oortydbetaling.

5. BETALING VAN BESOLDIGING.

(1) Behoudens die bepaling van klousule 11, moet elke bedrag wat aan 'n werknemer verskuldig is, weekliks, of indien die werkgewer en werknemer skriftelik aldus ooreengekom het, maandeliks, kontant betaal word gedurende werkure, of binne 15 minute na staking van werksaamhede op die gewone betaaldag van die inrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag val, en dit moet in 'n geslote koevert wees wat op die buitekant die name van die werkgewer en van die werknemer vermeld, die werknemer se bedryf, die getal gewone en oortydure wat gewerk is, die verskuldigde besoldiging en die tydperk waarvoor die betaling gedoen word.

(2) *Premies*.—Geen betaling vir indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word nie.

(3) *Boetes en kortings*.—'n Werkgewer kan geen boetes van sy werknemer hef, nog kortings, behalwe onderstaande, van sy werknemer se besoldiging maak nie:—

(a) Met skriftelike toestemming van sy werknemer, kortings vir verlof-, siekte-, versekerings-, voorsorg-, of pensioen-fondse, of ledelgelede vir 'n werknemer se organisasie;

(b) behalwe soos bepaal in klousule 12, wanneer die werknemer uit eie beweging van sy werk wegbly, of afwesig is weens ongeluk of siekte, 'n *pro rata* korting vir die tydperk van die afwesigheid;

(c) 'n korting van elke bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof, verplig of toegelaat is om te maak;

	Per Week. £ s. d.
(b) Coffin finishers and trimmers—	
during first year of experience	4 8 7
during second year of experience	5 1 10
and thereafter	5 15 2
(c) Sandpaperers and stainers	2 17 9
(d) Motor mechanics (undertakers' garage mechanics)	7 10 6
(e) Labourers	2 8 9
	Per Month. £ s. d.
(f) Clerical employees—	
during first year of experience	11 11 0
during second year of experience	15 6 1
during third year of experience	19 1 2
during fourth year of experience	23 2 0
during fifth year of experience	27 2 10

Provided that nothing in this Agreement shall have the effect of reducing the wages which were being paid to an employee already in employment as at the date of coming into operation of this Agreement.

(2) *Cost of Living Allowance*.—The cost of living allowance payable on the above wages shall be that as prescribed under War Measure No. 43 of 1942, as amended.

(3) *Basis of Contract*.—For the purpose of this clause basis of the contract of employment of an employee shall be weekly and save as provided in sub-clause (4) and 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) for an employee of his class whether he has worked in that week the maximum number of ordinary hours prescribed in clause 6 or not.

(4) *Differential Wage*.—An employer who requires or permits a member of one class of his employees other than a labourer to perform for longer than one hour, and an employer who requires or permits his labourer to perform either in addition to his own work or in substitution therefor, work of another class for which a higher wage is prescribed in sub-clause (1), shall pay such an employee not less than one-sixth of such higher wage for the whole day on which he performed such work; provided that where the sole difference between classes is in terms of sub-clause (1) based on experience, the provisions of this sub-clause shall not apply.

(5) Special provisions relating to body removals and delivery of coffins:—

Removals and Deliveries.

Saturday between 8 a.m. and 5.30 p.m.: 3s. 6d. per delivery; 7s. 6d. per removal;

Sundays and public holidays between 8 a.m. and 12 mid-
night: 10s. per removal; 5s. per delivery;

Mondays to Saturdays, between 5.30 p.m. and midnight:
7s. 6d. per removal and 3s. 6d. per delivery;

Mondays to Sundays, between midnight and 6 a.m.: 10s.
per removal and 6s. per delivery;

Mondays to Sundays, between 6 a.m. and 8 a.m.: 7s. 6d.
per removal and 3s. 6d. per delivery;

All removals shall be carried out by not less than three employees—four if necessary—except when the body is that of a child under the age of 12 years.

In cases where delivery of a coffin for, and removal of the same body are done together, only the removal charge shall be paid.

In the case of removal and/or deliveries the amounts prescribed above shall be paid to each and every employee engaged in the performance of such removal or delivery, irrespective of the type of work upon which the employee is normally engaged.

The provisions prescribed above shall be special fees in lieu of overtime payments.

5. PAYMENT OF REMUNERATION.

(1) Save as provided in clause 11, any amount due to any employee shall be paid in cash weekly or monthly if the employer and employee have agreed thereto in writing, during the hours of work or within 15 minutes of ceasing work on the usual pay day of the establishment, or on termination of employment if this takes place before the usual pay day and shall be contained in a sealed envelope showing on the outside the employer's and employee's names, 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) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(3) *Fines and Deductions*.—An 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) With the written consent of his employee deductions for holiday, sick, insurance, provident or pension fund, or subscriptions to an employees' organisation.

(b) save as provided in clause 12 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.

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

(d) wanneer die gewone werkure soos voorgeskryf in klousule 6 ook al verminder word weens korttyd, 'n korting van een twee-en-veertigste van die weekloon soos voorgeskryf in klousule 4, ten opsigte van elke uur van die vermindering: Met dien verstande dat geen korting afgetrek kan word nie—

(i) in die geval van korttyd veroorsaak deur tydelike bedryfslaptes of tekort aan grondstowwe, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd veroorsaak deur 'n algemene onklaarraking van installasie of masjinerie, veroorsaak deur ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie.

6. WERKURE, OORTYD, BETALING VIR OORTYD.

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

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

(ii) die daaglikse ure van Maandag tot en met Saterdag is 8 vm. tot 5.30 nm. op Maandag tot Vrydag.

(2) *Etensonderbrekings.*—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om meer as vyf agtereenvolgende ure op 'n dag te werk nie, sonder 'n pouse van minstens een uur waarin nie gewerk mag word nie, en dié pouse word nie as deel van die gewone werktijd of oortyd gereken nie; met dien verstande dat—

(i) as daardie pouse langer as een uur duur alle tyd oor een uur, as gewone werkure gereken word;

(ii) werktjye wat onderbreek word deur 'n pouse of pouses van minder as een uur aaneenlopend gereken word.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute so na as moontlik aan die middel van elke oggend en namiddagwerktjyperk toestaan en daardie ruspouse word vir die doel van die berekening van loon as deel van die gewone werkure gereken.

(4) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousule (2), is alle werkure aaneenlopend.

(5) *Inwonende beamptes: Weeklikse vrye tyd.*—'n Werkgewer moet in elke sewe dae 'n vrye tydperk met volle betaling van minstens vier-en-twintig agtereenvolgende ure, wat onderling tussen die werkgewer en werknemer gereël word, toestaan.

(6) *Oortyd.*—Alle tyd wat bo die ure soos in subklousule (1) voorgeskryf, gewerk word, moet as oortyd gereken word.

(7) *Beperking van oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om in die vervaardiging van doodkiste vir langer as onderstaande te werk nie:—

In die geval van werknemers in subklousule (1) genoem—

(i) tien uur in 'n week;

(ii) twee uur op 'n dag.

(8) *Betaling vir oortyd.*—Behoudens waar andersins in hierdie Ooreenkoms bepaal, moet 'n werkgewer vir elke uur, of gedeelte van 'n uur oortyd, wat in 'n week deur sy werknemer gewerk word, anderhalfmaal die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur 42½, betaal.

(9) *Voorbehoud.*—Die bepalinge van hierdie klousule is nie van toepassing op 'n werknemer wie se besoldiging van £540 per jaar en meer beloop nie.

7. WERK OP SONDAE, OPENBARE VAKANSIEDAE EN SATERDAG.

(1) *Fabriekswerknemers.*—Die bepalinge van die Fabriekswet, 1941, is van toepassing op alle werk wat verrig word in 'n fabriek wat kragtens die Fabriekswet, 1941, geregistreer is.

(2) *Begrafnispersoneel.*—

(i) Aflewering van doodkiste en verwydering van lyke. Sien klousule 4 (4) hierbo.

(ii) Ander werksaamhede as die aflewering van doodkiste, of die verwydering van lyke: As 'n werknemer op 'n Sondag, openbare vakansiedag, of 'n Saterdag ander werk as die aflewering van doodkiste en/of die verwydering van lyke verrig, moet minstens 12s. 6d. vir die eerste en 5s. vir elke volgende begrafnis betaal word. 'n Werknemer van wie vereis word om as die begrafnisondernemer by 'n begrafnis gedurende die bogenoemde tydperk op te tree, moet vir daardie diens 'n ekstra 5s. betaal word.

Hierdie subartikel is op alle werknemers van toepassing, of hulle gewoonlik onder die bepalinge van die Wet op Fabriekse val of nie.

(3) *Kort distriksritte.*—Wanneer 'n werknemer se werk dit nodig maak dat hy met dié kortste pad na 'n plek meer as 25 myl, maar minder as 100 myl, van sy gewone werkplek verwyder, reis, is dié werknemer geregtig tot dubbel die skale soos voorgeskryf in subartikels (1) en (2) van hierdie artikel.

8. BALSEM.

'n Werknemer wat aderbalseming verrig (nie slegs tydelike bewaring nie) moet benewens sy normale besoldiging 'n spesiale bedrag van £1. 1s. per elke sodanige aderbalseming betaal word. As daardie werk buite die gewone werkure verrig word, moet benewens die spesiale bedrag van £1. 1s. oortyd teen die skaal soos in klousule 6 (7) voorgeskryf word, betaal word.

(d) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short time, a deduction of one forty-second of the weekly wage prescribed in clause 4 in respect of each hour of such reduction; provided that no deduction shall be made—

(i) in the case of short time arising out of temporary slackness of trade or shortage of raw material, unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;

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

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

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

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

(ii) the daily hours shall be from 8 a.m. to 5.30 p.m. on Mondays to Fridays.

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

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

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

(3) *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 the middle of each morning and afternoon work period, and such interval shall, for the purpose of calculating wages, be deemed to be part of the ordinary hours of work.

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

(5) *Resident Officials: Weekly Time off Duty.*—An employer shall grant one free period on full pay of not less than twenty-four consecutive hours in each seven days, to be mutually arranged between employer and employee.

(6) *Overtime.*—All time worked in excess of the hours prescribed in sub-clause (1) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime on the manufacture of coffins for more than—

in case of employees referred to in sub-clause (1)—

(i) ten hours in any week;

(ii) two hours in any day.

(8) *Payment for Overtime.*—Except as otherwise provided in this Agreement an employer shall for each hour or part of an hour of overtime worked in any week by his employee pay one and one-half times the weekly wage prescribed for an employee of his class in clause 4 (1) divided by 42½.

(9) *Savings.*—The provisions of this clause shall not apply to an employee who is in receipt of remuneration at the rate of £540 or more per annum.

7. WORK ON SUNDAYS, PUBLIC HOLIDAYS AND SATURDAYS.

(1) *Factory Employees.*—In respect of any work performed in a factory registered in terms of the Factories Act, the provisions of the Factories Act, 1941, shall apply.

(2) *Funeral Staff.*—

(i) Delivery of coffins and removal of bodies: See clause 4 (5) above.

(ii) Duties other than delivery of coffins and/or removal of bodies: Where an employee on a Sunday, public holiday or a Saturday performs work other than the delivery of coffins and/or removal of bodies, he shall be paid not less than 12s. 6d. for the first and 5s. for subsequent funerals. An employee who is required to act as the undertaker at a funeral during the above-stated periods shall be paid an additional 5s. for such service.

This sub-section shall apply to all employees whether or not they are normally subject to the provisions of the Factories Act.

(3) *Short Country Trips.*—Where an employee whose duties entail travelling to a place 25 miles beyond the place of normal employment by the shortest route but not exceeding 100 miles by shortest route, such employee shall be entitled to double the rates provided for in sub-sections (1) and (2) of this section.

8. EMBALMING.

In addition to his normal remuneration an employee who may effect arterial embalming (not temporary preservation only) shall be paid a special fee of £1. 1s. for each such arterial embalming. Where such work is performed outside normal working hours he shall, in addition to the special fee of £1. 1s. be paid overtime at the rate prescribed in clause 6 (7).

9. SPESIALE DISTRIKSRIJTE.

Ondanks enigiets strydigs in hierdie Ooreenkoms moet 'n werknemer vir alle tyd wat hy bestee aan die uitvoering van 'n distriksrit soos hierna bepaal, betaal word ooreenkomstig die volgende skaal wat van toepassing is op elke agtereenvolgende vier-en-twintig (24) ure van afwesigheid vanaf die tyd van vertrek:—

- Vir die gedeelte van die genoemde tydperk van vier-en-twintig (24) uur wat binne die gewone werkure val, teen die gewone skaal.
- Vir die eerste agt uur oortyd wat binne die genoemde tydperk van vier-en-twintig (24) uur val, teen 1½ maal die gewone skaal.
- Elke ander gedeelte van die genoemde tydperk van vier-en-twintig (24) uur, ditsy in gewone tyd of oortyd teen die gewone skaal.

As dit nodig is dat 'n voertuig 'n lang reis moet onderneem wat die aanhoudende bestuur van die voertuig noodsaaklik maak, moet vir so 'n reis 'n aflosbestuurder in diens geneem word; met dien verstande dat dit nie op 'n begrafnis, wat ooreenkomstig die ritueel van die Joodse geloof gehou word, van toepassing is nie, in welke geval die voertuigbestuurder geregtig is om, indien omstandighede hom noodsaak, na die begrafnis 'n nag oor te bly op die plek waar die begrafnis gehou is en vir die tyd besoldiging te ontvang ooreenkomstig die bepalinge van hierdie Ooreenkoms. Wat betref die noodsaaklikheid of andersins vir 'n voertuigbestuurder om op sy plek van bestemming te oornag, moet ooreenkomstig die meriete van elke afsonderlike geval onderling tussen die werkgewer en die voertuigbestuurder wat vir die taak aangewys word, ooreengekom word. Hierdie bepaling word ingevoeg om veilige voertuigbestuur oor lang afstande te verseker. 'n Distriksrit beteken die vervulling van die pligte ten opsigte van hierdie vak of bedryf wanneer van die werknemer vereis word om 'n afstand van meer as eenhonderd myl van sy gewone werkplek te reis en wanneer hy deur omstandighede genoodsaak is vir die grootste deel van 'n dag of vir een of meer dae afwesig te wees vir die verrigting van sy werk en die tyd waarop besoldiging kragtens die voorgaande paragraaf van hierdie klousule gebaseer moet word, is die totale getal ure wat verloop tussen die tyd waarop hy die perseel van sy werkgewer verlaat het en weer daar terugkeer. Elke besondere geval waarvoor voorsiening nie spesifiek in hierdie Ooreenkoms gemaak word nie, moet deur die partye by hierdie Ooreenkoms oorweeg en wettig gemaak word wanneer die werknemer deur tussenkoms van hul vakvereniging vertoë maak.

10. OPENBARE VAKANSIEDAE.

Elke werknemer is geregtig tot en moet toegestaan word verlof met volle betaling op alle wettige openbare vakansiedae: Met dien verstande dat as van 'n werknemer vereis word om op sodanige dag te werk, hom benewens sy gewone besoldiging die spesiale lone betaal moet word soos in klousule 4 voorgeskryf.

11. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkgewer sy werknemer die volgende verlof toestaan ten opsigte van elke volle jaar diens by hom—

- twee aanneenvolgende weke gedurende die eerste tien jaar diens by hom;
- drie aanneenvolgende weke vir tien tot vyftien jaar diens by hom;
- vier aanneenvolgende weke verlof na vyftien jaar diens by hom met volle salaris.

(2) Die verlof waarna in subklousule (1) verwys word, moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word, met dien verstande dat—

- as die verlof nie eerder toegestaan is nie, dit binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- die tydperk van die verlof nie met siekteverlof wat ingevolge klousule 8 toegestaan is; nóg met 'n tydperk wanneer die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- as 'n openbare vakansiedag binne die tydperk van die verlof val, nog 'n dag ter vervanging van elkeen van die dae aan die genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met volle betaling;
- 'n werknemer elke dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle betaling aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof waarna in subklousule (1) verwys word, moet nie later as die laaste werkdag voor die datum waarop daardie verlof begin, betaal word nie.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige volgende diensjaar by dieselfde werkgewer eindig voordat die tydperk van verlof waarna in subklousule (1) verwys word, opgeloopt het, moet by die beëindiging in plaas van verlof en ten opsigte van elke volle maand diens in daardie tydperk van minder as 'n jaar minstens een-vyfde van die weekloon wat hy onmiddellik voor die datum van daardie beëindiging ontvang het, betaal word; met dien verstande dat 'n werkgewer 'n aftrekking na verhouding mag maak ten opsigte van enige verlof wat aan 'n werknemer op grond van die vierde voorbehoud van subklousule (2) toegestaan is.

9. SPECIAL COUNTRY TRIPS.

Notwithstanding anything to the contrary in this Agreement contained, an employee shall be paid for the whole of the time he is engaged on a country trip as hereinafter defined, on the following scale which shall apply to each consecutive twenty-four (24) hours of absence from the time of departure:—

- For the portion of the said period of twenty-four (24) hours which falls within the ordinary working hours, at ordinary rates.
- For the first eight hours of overtime which falls within the said period of 24 hours, at 1½ times the ordinary rate.
- Any other part of the said period of twenty-four hours, whether in ordinary time or overtime, at the ordinary rate.

Where a vehicle is required to proceed on a long distance journey entailing continuous driving of such vehicle, a relief driver shall be employed on such journey; provided that this shall not apply to a funeral conducted in accordance with the rites of the Jewish religion, in which event the driver shall after the funeral if compelled through force of circumstances, be entitled to remain for a night at the centre at which the funeral is conducted and be remunerated for such time in accordance with the provisions of this Agreement. As to the necessity or non-necessity for a driver to remain over his destination for a night, a decision shall be made in accordance with the merits of each individual case by mutual agreement between the employer and the driver allocated for such duty. This provision is inserted for the purpose of ensuring safe driving over long distances. A country trip shall mean the carrying out of duties in respect of this trade or industry where the employee is required to travel a distance of more than one hundred miles from the place of his usual employment, and where he is by force of circumstances compelled to absent himself for the greater part of the day for one or more days, in the execution of his duty, and the time on which remuneration shall be based in terms of the foregoing paragraph of this clause in this Agreement shall be the total number of hours elapsing between the time of leaving the premises of his employer until his return thereto. Any particular case not specifically provided for in this Agreement shall be considered by and legislated for by the parties to this Agreement, upon representations made by the employees through their trade union.

10. PUBLIC HOLIDAYS.

Every employee shall be entitled to and shall be granted leave on full pay on all statutory public holidays; provided that when an employee is required to work on any such public holiday he shall in addition to his ordinary weekly remuneration be paid such special rates, as are laid down in clause 4.

11. 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 during the first ten years of service with him;
- three consecutive weeks' leave for ten to fifteen years of service with him;
- Four consecutive weeks' leave after fifteen years of service with him 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 after 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 12 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- if a public holiday 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 the 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 upon such termination be paid in lieu of leave in respect of each completed month of such period of employment of less than a year, not less than one-fifth of the weekly wage he was receiving immediately before the date of such termination; provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2).

(5) 'n Werknemer wat op 'n tydperk van verlof ingevolge subklousule (1) geregtig geword het, en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by beëindiging die bedrae in subklousules (1) en (4) ten opsigte van verlof genoem, betaal word.

(6) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
 - (b) verplig is om opleiding ingevolge 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 12 afwesig is;
- wat altesame nie meer as tien weke in 'n jaar bedra nie en gereken word dat dit begin—

- (i) in die geval van 'n werknemer wat voordat hierdie Ooreenkoms van krag geword het, tot verlof kragtens 'n wet geregtig geword het, van die datum af waarop die werknemer laas tot verlof kragtens die wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie 'n wet wat vir jaarlikse verlof voorsiening maak van toepassing was, maar wat nog nie ingevolge die bepalings daarvan tot verlof geregtig geword het nie, van die datum af waarop diens begin het;
- (iii) in die geval van alle ander werknemers van die datum waarop hy by sy werkgever in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het.

(7) Inwonende beamptes moet drie weke verlof met volle besoldiging per diensjaar toegestaan word.

12. SIEKTEVERLOF EN AFWESIGHEID VEROORSAAK DEUR BESERING.

As 'n werknemer van sy werk afwesig is as gevolg van tydelike totale onbekwaamheid veroorsaak deur 'n ongeluk op die werk opgedoen, behoort hy vir minstens vier weke volle betaling te ontvang, d.w.s. die werkgever moet die verskil betaal tussen sy loon en bedrag wat kragtens die Ongevallewet uitbetaal word. Die bepalings betreffende gewone siekteverlof is een week met volle betaling en een week met halwe betaling in een diensjaar. Oor elke verdere vordering vir siekteverlof met halwe betaling, moet beslis word deur verteenwoordigers van die betrokke werkgeverslede en van die vakvereniging, maar sodanige betaling word nie ten opsigte van 'n tydperk van meer as nog twee weke gedoen nie.

13. DIENSBEÏNDIGING.

(1) 'n Werkgever of 'n weeklikse werknemer moet minstens een week diensopsegging vir beëindiging van die dienskontrak gee of in plaas daarvan minstens een week se loon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, betaal of verbeur. Met dien verstande dat dit nie op onderstande inbreuk maak nie:—

- (a) Die reg van 'n werkgever of 'n werknemer om die dienskontrak sonder voorafgaande opsegging te beëindig om 'n rede wat by wet as voldoende beskou word;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat vir beide partye voorsiening maak vir 'n termyn van diensopsegging van langer as een week.

(2) As 'n ooreenkoms kragtens die tweede voorbehoudsbepalings van subklousule (1) gesluit is, moet die betaling of verbeuring in plaas van kennisgewing in verhouding tot die termyn van kennisgewing, soos ooreengekom, wees.

(3) Die diensopsegging genoem in subklousule (1) word van krag van die eerste dag van die maand af in die geval van maandeliks betaalde werknemers en van die gewone betaaldag af in die geval van weekliks betaalde werknemers: Met dien verstande dat die diensopseggingstyd nie mag saamval met, ook mag dit nie gegee word gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 10 of siekteverlof kragtens klousule 11 nie.

14. ALGEMEEN.

Geen passasiers of personeel mag binne 'n lykwa wat 'n lyk bevat, vervoer word nie.

Van geen werknemer kan vereis word om as deel van sy werk as geestelike by 'n begrafnis op te tree nie.

Namens die partye hede, die 12de dag van Januarie 1953, in Kaapstad onderteken.

P. P. J. L. WESSELS, *Voorsitter.*

G. E. MAAG, *Werkgeversverteenvoorder.*

A. J. STERNESLOW, *Werknemersverteenvoorder.*

GEO. CRAYE, *Sekretaris.*

Getuies: J. A. LOTRIET.
P. J. FRICK.

(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 such termination be paid the amount he would have received as full pay in respect of the leave had the leave been granted to him.

(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 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 or at the request of his employer;
- (d) absent on sick leave in terms of clause 12 amounting in the aggregate to not more than ten weeks in any year and employment shall be deemed to commence—
- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later.

(7) Resident officials shall be granted three weeks' leave on full pay in any one year of employment.

12. SICK LEAVE AND ABSENCE DUE TO INJURY.

In the case of an employee absent from work owing to temporary total disablement due to an accident sustained at work, he should receive full wages for at least four weeks, i.e. the employer to make up the difference between his wage and the amount paid out in terms of the Workmen's Compensation Act. The provisions relating to ordinary sick leave shall be one week on full pay and one week on half pay in any one year of employment. Any further claim for sick leave on half pay shall be decided upon by representatives of the member firms concerned and of the employees' union, but such payment shall not be paid in respect of a period exceeding a further two weeks.

13. TERMINATION OF SERVICE.

(1) A weekly employee or his employer shall give not less than one week's notice and a monthly employee or his employer shall give not less than one month's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than the weekly or monthly wage which the employee was receiving immediately prior to the date of such termination: Provided that this shall not affect—

- (a) the right of an employer or an employee to terminate a contract of employment without notice, for any cause recognised by law as sufficient.
- (b) 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) When an agreement is entered into in terms of the second proviso to sub-clause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the first day of the month in the case of monthly paid employees, and from the normal pay day of the establishment in the case of weekly-paid employees; 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 11 or sick leave in terms of clause 12.

14. GENERAL.

No passenger or staff shall be carried within that portion of any hearse wherein the body is contained.

No employee shall be required as part of his duties to perform the duties of a minister at any funeral.

Signed at Cape Town on behalf of the parties, this 12th day of January, 1953.

P. P. J. L. WESSELS, *Chairman.*

G. E. MAAG, *Employers' Representative.*

A. J. STERNESLOW, *Employees' Representative.*

GEO. CRAYE, *Secretary.*

Witnesses:

J. A. LOTRIET.
P. J. FRICK.