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

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 1239.] [12 June 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

WHOLESALE MEAT TRADE.—WITWATERSRAND.

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

- (a) in terms of sub-section (6) read with sub-section (1) 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 Wholesale Meat Trade shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday upon the employers' organization and trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;
- (b) in terms of sub-section (6) read with sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 12 (inclusive) and clauses 14 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 three years from the said second Monday upon the other employers and employees engaged or employed in the said Trade in the Magisterial Districts of Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (excluding that portion of the Magisterial District of Brakpan transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930) and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp; but excluding farm Holfontein No. 17; and
- (c) in terms of sub-section (6) read with sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (excluding that portion of the Magisterial District of Brakpan

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1239.] [12 Junie 1953.
NYWERHEID-VERSOENINGSWET, 1937.

GROOTHANDEL VLEISBEDRYF.— WITWATERSRAND.

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

- (a) kragtens subartikel (6) gelees met subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Groot-handel vleisbedryf betrekking het, van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat drie jaar van genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (6) gelees met subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 3 tot en met 12, en 14 tot en met 17 van genoemde Ooreenkoms vervat, van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat drie jaar van genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (met uitsondering van daardie gedeelte van die magistraatsdistrik Brakpan wat oorgeplaas is van die magistraatsdistrik Heidelberg by Proklamasie No. 149 van 1930) en daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17; en
- (c) kragtens subartikel (6) gelees met subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 3 tot en met 12, en klousules 14 tot en met 17 van genoemde Ooreenkoms vervat, van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk

transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930) and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, but excluding farm Holfontein No. 17 and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 3 to 12 (inclusive) and clauses 14 to 17 (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.

SCHEDULE.

CONCILIATION BOARD AGREEMENT FOR THE WHOLESALE MEAT TRADE (WITWATERSRAND).

AGREEMENT

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

"Werknemersunie van die Suid-Afrikaanse Vleishandel" (hereinafter referred to as the "trade union") of the one part, and The Witwatersrand and Pretoria Wholesale Butchers' Association (hereinafter referred to as the "employers' organisation"), of the other part,

being parties to the Conciliation Board for the Wholesale Meat Trade (Witwatersrand).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers and employees for whom wages are prescribed herein in the Wholesale Meat Trade who are members of the employers' organisation and the trade union in the magisterial districts of Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (excluding that portion of the magisterial district of Brakpan transferred from the magisterial district of Heidelberg by Proclamation No. 149 of 1930) and that portion of the magisterial district of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the magisterial district of Krugersdorp, but excluding farm Holfontein No. 17.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for a period of three years or such period as may be determined by the Minister.

3. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1937, as amended;
- "casual employee" means an employee who is employed by the same employer on not more than two days in any week;
- "cattle" includes bullocks, calves, heifers, steers, cows, bulls, oxen and livestock which includes sheep, lambs, goats, horses, donkeys and mules;
- "experience" in relation to handymen grades I and II means experience gained in an abattoir;
- "handyman, grade I," means a person who has had more than 24 months' experience; and who is engaged in one or more of the following operations in an abattoir: loading and handling of meat; handling of hides and skins, and cleaning, handling, loading, excising and extracting of offal;
- "handyman, grade II" means a person who has had less than 24 months' experience, and who assists a handyman in one or more of the operations mentioned in the definition of "handyman";
- "labourer" means an employee engaged in one or more of the following operations outside an abattoir:—

- (a) Cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;
- (b) carrying, moving, stacking or unpacking goods and who may in connection therewith occasionally operate a goods lift;
- (c) sorting packages or parcels, wrapping up parcels;
- (d) affixing printed or ready addressed labels on to bottles, boxes, bales or other packages; stencilling and/or marking boxes, bales or other packages;
- (e) opening or closing doors, boxes, bales or other packages;

wat drie jaar vanaf genoemde tweede Maandag eindig in die magistraatsdistrikte Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (met uitsondering van daardie gedeelte van die magistraatsdistrik Brakpan wat oorgeplaas is van die magistraatsdistrik Heidelberg by Proklamasie No. 149 van 1930) en daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het maar met uitsondering van die plaas Holfontein No. 17, *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskriving van die uitdrukking „werknemer” vervat in artikel een van genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,

Minister van Arbeid.

BYLAE.

VERSOENINGSRAADOOREENKOMS VIR DIE GROOT-HANDELVLEISBEDRYF (WITWATERSRAND).

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, aangegaan deur die Werknemersunie van die Suid-Afrikaanse Vleishandel

(hierna „die vakvereniging” genoem) aan die een kant, en die „Witwatersrand and Pretoria Wholesale Butchers' Association” (hierna „die werkgewers” of „die werkgewersorganisasie” genoem) aan die ander kant,

wat die partye is by die Versoeningsraadooreenkoms vir die Groot-handelvlleisbedryf (Witwatersrand).

1. GEBIED EN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers vir wie hierin lene voorgeskryf word in die Groot-handelvlleisbedryf en wat lde is van die werkgewersorganisasie en van die vakvereniging in die magistraatsdistrikte Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (met uitsondering van die gedeelte van die magistraatsdistrik Brakpan wat by Proklamasie No. 149 van 1930, van die magistraatsdistrik Heidelberg oorgedra is) en die gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid vasgestel word en bly van krag vir drie jaar, of vir die termyn wat deur die Minister vasgestel word.

3. WOORDBEPALINGS.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in die Wet, en verwysings na 'n wet sluit wysigings van die wet in; voorts, tensy dit strydig is met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig;
- „los werknemer” 'n werknemer wat hoogstens twee dae in 'n week by dieselfde werkgewer in diens is;
- „vee”, alle osse, kalwers, verse, tollies, koetie, bulle, osse en lewendes hawe wat insluit skape, lammers, bokke, perde, donkies en muile;
- „ervaring” ten opsigte van handlangers, grade I en II, beteken ervaring by slagpale verkry;
- „handlanger, graad I,” 'n persoon met meer as 24 maande ervaring, wat een of meer van die volgende werksaamhede by slagpale verrig: oplaai en hanteer van vleis, hanteer van huide en velle, en die skoonmaak, uitsny en uithaal van afval;
- „handlanger, graad II,” 'n persoon met minder as 24 maande ervaring, wat 'n handlanger bystaan in een of meer van die werksaamhede genoem in die omskrywing van „handlanger”;
- „arbeider”, 'n werknemer wat een of meer van die volgende werksaamhede buitekant die slagpale verrig:—

- (a) Persele, voertuie, diere, gerei, masjinerie, werktuie, gereedskap, of ander artikels skoonmaak;
- (b) goedere dra, verplaas, stapel, of uitpak en in verband daarmee nou en dan 'n goederehyser mag bedien;
- (c) pakkette of pakkies sorteer, pakkies toedraai;
- (d) bottels, kiste, bale, of ander pakkette voorsien van gedrukte of klaargeadresseerde etikette; kiste, bale, of ander pakkette sjabloneer en/of merk;
- (e) deure, kiste, bale, of ander pakkette oopmaak of toemaak;

- (f) making or maintaining fires or removing refuse or ashes;
- (g) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle, or hand-propelled vehicle;
- (h) collecting cash in the case of C.O.D. sales or accepting written orders;
- (i) tending, herding, feeding, harnessing or unharnessing animals;
- (j) oiling or greasing vehicles other than motor vehicles;
- (k) making tea or similar beverages;
- (l) loading and offloading slaughtered cattle from wagons and motor lorries outside an abattoir, as also loading and offloading slaughtered cattle at various places of delivery;

"leave" means holiday leave, with absence from work during the prescribed period;

"lorry driver" means a person wholly or mainly engaged in driving a motor vehicle used for the conveyance of goods, including livestock and includes collecting slaughtered cattle at an abattoir, delivering slaughtered cattle to various customers and obtaining customers' signatures thereto and accepting and collecting cash in the case of C.O.D. deliveries;

"offal", without limiting the ordinary meaning, includes glands and other substances cut or extracted from slaughtered cattle in an abattoir;

"unladen weight" means the weight of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

"Wholesale Meat Trade" means the trade carried on by any person, partnership or company (whether corporate or incorporate) required to take out a licence as a wholesale butcher in terms of the Licences Consolidation Act, 1925, and further includes the removing, cutting, cleaning, extracting, handling or collecting of hog hair, glands and other substances in an abattoir, the handling and cleaning of offal in an abattoir by such person, partnership or company.

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

4. WAGES.

(1) The minimum wage which shall be paid by an employer to each of the undermentioned classes of his employees shall be as follows:—

(a) *Employees Other than Casual Employees:—*

	Per Week.
	£ s. d.
Handyman (grade I)	8 10 0
Handyman (grade II)—	
during first 12 months of experience	4 10 0
during second 12 months of experience	6 10 0
Thereafter	8 10 0
Lorry driver during first three months of experience in the Wholesale Meat Trade	4 10 0
Lorry driver after three months' experience in the Wholesale Meat Trade	6 0 0
Driver of a vehicle other than a steam wagon, the unladen weight of which together with the unladen weight of any trailer drawn by such vehicle exceeds 10,000 lb.	7 10 0
Driver of animal-drawn vehicle	1 12 6
Labourer	1 12 6

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

(2) *Basis of Contract.*—For the purpose of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly from Monday to Saturday, inclusive, and save as provided in sub-clause (3) and in clause 5 (4) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less, provided that if an employee enters into a new contract of employment later than a Monday in any week, he shall be paid only for the days worked during such week.

(3) *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 a wage higher than that of his own class is prescribed in sub-clause (1) shall pay to such employee for that day the higher wage.

(4) *Calculation of Monthly Wages.*—Whenever the wage due to an employee is paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the weekly wage prescribed in sub-clause (1) for an employee of his class.

(5) *Allowance of Meat.*—Handymen grades I and II and casual employees shall in addition to the wages set out in sub-clause (1) receive 2f lb. of first grade meat per week. An employer, may however, agree with his employee to pay 25s. (twenty-five shillings) per week to such employee in substitution for such allowance of meat.

- (f) vure maak of aan die brand hou of afval of as verwyder;
- (g) briewe, boodskappe of goedere te voet of met 'n fiets, driewieler, of handvoertuig aflewer;
- (h) kontant invorder in die geval van k.b.a.-verkope, of skriftelike bestellings aanneem;
- (i) diere versorg, oppas, voer, inspan, of uitspan;
- (j) voertuie, behalwe motorvoertuie, olie of smeer;
- (k) tee of dergelike drank maak;
- (l) geslagte vee van waens en vragmotors buitekant die slagpale oplaai en aflaai, en ook geslagte vee op verskillende afleweringsplekke aflaai;

„verlof” vakansieverlof, met afwesigheid uit werk tydens die voorgeskrewe tydperk;

„vragmotorbestuurder” ’n persoon wat uitsluitlik of hoofsaaklik ’n motorvoertuig bestuur wat gebruik word vir die vervoer van goedere, met inbegrip van lewendende hawe, en sluit in die afhaal van geslagte vee by die slagpale, aflewering van geslagte vee aan verskillende klante teen aftekening daarvoor deur die klante, asook die ontvang en insamel van kontantgelde in die geval van k.b.a.-aflewering;

„afval”, sonder om die gewone betekenis te beperk, sluit in kiere en ander dele wat by die slagpale uit geslagte vee uitgesny of uitgehaal word;

„gewig sonder vrag”, die gewig van ’n voertuig en/of sleepwa soos vermeld in ’n lisensie of sertifikaat wat ten opsigte van die voertuig of sleepwa uitgereik is deur die lisensieowerheid;

„Groothandelsbedryf”, die bedryf wat uitgeoefen word deur enige persoon, vennootskap, of maatskappy (geïnkorporeer of nie) wat verplig is om die lisensie van groothandelslagter uit te neem ingevolge die Licenties Konsolidatie Wet, 1925.

By die klassifisering van ’n werknemer vir die toepassing van hierdie Ooreenkoms word dit beskou dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE.

(1) Die minimum loon wat deur ’n werkgever aan elkeen van die ondergenoemde klasse van sy werknemers betaal moet word, is soos volg:—

(a) *Werknemers, behalwe los werknemers:—*

	Per week.
	£ s. d.
Handlanger, (graad I)	8 10 0
Handlanger, (graad II)—	
tydens eerste 12 maande ervaring	4 10 0
tydens tweede 12 maande ervaring	6 10 0
Daarna	8 10 0
Vragmotorbestuurder, gedurende eerste drie maande ervaring in die Groothandelsbedryf	4 10 0
Vragmotorbestuurder na drie maande ervaring in die Groothandelsbedryf	6 0 0
Bestuurder van ’n ander voertuig as ’n stoomwa waarvan die gewig sonder vrag van ’n sleepwa wat deur daardie voertuig gesleep word meer as 10,000 pd. is	7 10 0
Bestuurder van ’n dierevoertuig	1 12 6
Arbeider	1 12 6

(b) *Los werknemer.*—Vir elke dag of gedeelte van ’n dag diens, een-vyftde van die weekloon soos voorgeskryf vir ’n werknemer in dieselfde gebied wat dieselfde klas werk doen as wat die los werknemer moet verrig.

(2) *Basis van kontrak.*—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van ’n werknemer, behalwe ’n los werknemer, weekliks van Maandag tot en met Saterdag, en behoudens soos bepaal in subklousule (3) en in klousule 5 (4) moet ’n werknemer ten opsigte van ’n week minstens die volle weekloon betaal word soos in subklousule (1) vir ’n werknemer van sy klas voorgeskryf, of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in klousule 6 (1) of minder gewerk het, met dien verstande dat as ’n werknemer na Maandag in ’n week ’n nuwe dienskontrak aangaan, hy slegs vir die dae wat gedurende daardie week gewerk is, betaal moet word.

(3) *Verskillende lone.*—’n Werkgever wat ’n lid van een klas van sy werknemers verplig of toelaat om op ’n dag altesame meer as een uur, hetsy bo en behalwe sy eie werk of in plaas daarvan, werk van ’n ander klas te verrig waarvoor ’n hoër loon as dié vir sy eie klas in subklousule (1) voorgeskryf word, moet daardie werknemer vir dié dag teen die hoër loon betaal.

(4) *Berekening van maandloon.*—As die loon wat aan ’n werknemer verskuldig is maandeliks betaal word, dan moet die bedrag van daardie loon bereken word teen die skaal van vier en een-derde maal die weekloon soos in subklousule (1) vir ’n werknemer van sy klas voorgeskryf.

(5) *Vleistoelae.*—Handlangers, graad I en II, asook los werknemers, moet bo en behalwe die lone soos voorgeskryf in subklousule (1), 2f pd. vleis per week ontvang. ’n Werkgever kan, ewewel, met sy werknemer ooreenkóm om die werknemer 25s. (vyf-en-twintig shillings) per week te betaal in plaas van sodanige vleistoelae te gee.

(6) *Cost of Living Allowance.*—All employees shall be paid cost of living allowance in terms of War Measure No. 43 of 1942, as amended from time to time.

5. PAYMENT OF REMUNERATION.

(1) *An employee other than a casual employee.*—Wages and all other remuneration shall be paid in cash weekly, during working hours on the Friday or Saturday of each week, or on termination of employment, if this takes place before the ordinary pay day of the establishment, provided that an employer and his employee may agree that remuneration due to the employee may be paid monthly.

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

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

(4) *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:—

- With the written consent of his employee, a deduction for holiday, sick, insurance, savings, provident and/or pension funds or subscriptions to an employees' organisation;
- except where otherwise provided in this Agreement, whenever an employee is not at work, a deduction proportionate to the period of his 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;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- a deduction of any cash advanced by an employer to his employee;
- when an employee agrees, or in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, is required to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
Board	0	3	0	0	13	0
Lodging	0	2	0	0	8	8
Board and Lodging	0	5	0	1	1	8

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

(1) *Ordinary Hours of Work.*—(a) The ordinary hours of work of employees other than casual employees shall not exceed 46 hours in any week from Monday to Saturday and the daily hours shall, subject to sub-clause (2) hereof be as follows:—

Monday to Friday: 7 a.m. to 4.30 p.m.
Saturday: 7 a.m. to 10.30 a.m.

(b) The ordinary hours of work of a casual employee shall not exceed eight and one-half in any day.

(2) *Meal Break.*—An employer shall not require or permit his 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—

- if such interval be for longer than one hour any period in excess of an hour shall be deemed to be ordinary hours of work; and
- periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

(4) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than ten hours in any week, and in the case of a casual employee, he shall not require or permit such employee to work overtime for more than two hours in any day.

(5) *Payment for Overtime.*—(a) An employer shall pay to his employee other than a casual employee who works overtime remuneration at not less than one and one-half times the weekly wage prescribed in clause 4 (1) for an employee of his class divided by ninety-two in respect of each half-hour or part of such half-an-hour so worked;

(b) in the case of a casual employee the employer shall pay to such employee who works overtime remuneration at not less than one and one-half times the weekly rate prescribed for an employee performing the same class of work divided by eighty-five in respect of each half-hour or part of half-an-hour so worked.

(6) *Lewenskostoelae.*—Alle werknemers moet die lewenskostoelae kragtens Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, betaal word.

5. BETALING VAN VERDIENSTE.

(1) *'n Werknemer, behalwe 'n los werknemer.*—Lone en alle ander besoldiging moet weekliks in kontant betaal word op Vrydag, of Saterdag van elke week, of by diensbeëindiging wanneer dit voor die gewone betaaldag van die inrigting val; met dien verstande dat 'n werkgever en sy werknemer kan ooreenkom om die besoldiging wat aan sy werknemer verskuldig is, maandeliks te betaal.

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

(3) *Kos en huisvesting.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgever nie van sy werknemer vereis om van hom, of van 'n persoon, of by 'n plek wat deur hom aangewys word, kos en/of huisvesting aan te neem nie.

(4) *Boetes en kortings.*—'n Werkgever kan nie van sy werknemer boetes hef, nóg van sy werknemer se besoldiging kortings aftrek nie, behalwe die volgende:—

- Met skriftelike toestemming van sy werknemer 'n korting vir verlof-, siekte-, versekering-, spaar-, voorsorg- en/of pensioenfondse, of ledegedelde aan 'n werknemersorganisasie;
- behoudens waar in hierdie Ooreenkoms anders bepaal word, 'n korting in verhouding tot die tydperk van sy afwesigheid op die basis van die weekloon wat daardie werknemer ten opsigte van sy gewone werkure op daardie tyd ontvang het wanneer ookal die werknemer nie kom werk nie;
- 'n korting van die bedrag wat 'n werkgever kragtens 'n wet, of 'n bevel van 'n bevoegde hof verplig is of toegestaan word om af te trek;
- 'n korting van die kontant wat deur 'n werkgever aan sy werknemer voorgeskiet is;
- as 'n werknemer toestem, of kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, verplig is om van sy werkgever kos en/of huisvesting aan te neem, 'n korting van hoogstens die ondergenoemde bedrae:—

	Per week.			Per maand.		
	£	s.	d.	£	s.	d.
Kos	0	3	0	0	13	0
Huisvesting	0	2	0	0	8	8
Kos en huisvesting	0	5	0	1	1	8

6. WERKURE, GEWONE TYD EN OORTYD EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—(a) Die gewone werkure van werknemers behalwe los werknemers, mag hoogstens 46 uur in 'n week van Maandag tot en met Saterdag wees en die daaglikse ure moet die volgende wees, behoudens soos in subklousule (2) hiervan bepaal—

Maandag tot en met Vrydag: 7 vm. tot 4.30 nm.
Saterdag: 7 vm. tot 10.30 vm.

(b) Die gewone werkure van 'n los werknemer mag hoogstens agt-en-n-half op 'n dag wees.

(2) *Maaltydonderbreking.*—'n Werkgever kan nie van sy werknemer vereis of hom toestaan om langer as vyf uur agtermekaar te werk sonder 'n onderbreking van minstens een uur waarin nie gewerk mag word nie, en sodanige onderbreking mag nie beskou word as deel van die gewone werkure of oortyd te wees nie; met dien verstande dat—

- as sodanige onderbreking langer as een uur duur, alle tyd bo een uur beskou moet word as deel van die gewone werkure te wees; en
- werktydperke wat deur 'n tussenpoos van minder as een uur onderbreek word, beskou moet word as ononderbroke.

(3) *Oortyd.*—Alle tyd wat bo die getal werkure soos voorgeskryf in subklousules (1) (a) en (1) (b), gewerk word moet beskou word as oortyd te wees.

(4) *Beperking van oortyd.*—'n Werkgever kan nie van sy werknemer vereis of hom toestaan om meer as tien uur oortyd in 'n week te werk nie en in die geval van 'n los werknemer, kan hy nie van sodanige werknemer vereis of hom toestaan om meer as twee uur oortyd op 'n dag te werk nie.

(5) *Betaling vir oortyd.*—(a) 'n Werkgever moet sy werknemer behalwe 'n los werknemer wat oortyd werk besoldiging betaal teen minstens anderhalfmaal die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur twee-en-neëntig, ten opsigte van elke halfuur, of gedeelte van sodanige halfuur, wat aldus gewerk word;

(b) in die geval van 'n los werknemer, moet die werkgever sodanige werknemer wat oortyd werk besoldiging betaal teen minstens anderhalfmaal die weekloon soos voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig, gedeel deur vyf-en-tagtig, ten opsigte van elke halfuur, of gedeelte van sodanige halfuur, wat aldus gewerk word.

7. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on all statutory public holidays, provided that an employee may be required to work on any such day.

(2) Whenever an employee other than a casual employee works on a public holiday his employer shall in addition to his ordinary remuneration for such day pay to him in respect of each hour or part of an hour so worked his ordinary weekly remuneration divided by such employee's ordinary weekly working hours.

(3) Whenever an employee, other than a casual employee, works on a Sunday, his employer shall either—

(a) pay him not less than double the remuneration payable to him in respect of the period ordinarily worked by him on a week-day; or

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

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

8. LEAVE.

(1) In addition to the public holidays prescribed in clause 7 an employer shall grant to his employee in respect of each completed year of employment with him—

(a) in the case of handymen grades I and II, three consecutive weeks' leave on full pay;

(b) in the case of drivers of vehicles other than a steam wagon, labourers and drivers of animal-drawn vehicles two consecutive weeks' leave on full pay;

(c) in the case of lorry drivers, fifteen consecutive workdays' leave on full pay.

(2) The leave referred to in sub-clause (1) shall be granted at a time fixed by the employer; provided that—

(i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 9, nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;

(iii) if any public holiday falls within the period of such leave, another day shall, in substitution for each such public holiday, be added to the said period as a further period of leave on full pay;

(iv) 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;

(v) an employer shall not be permitted to pay an employee in lieu of leave after he has completed a year's service with him and no employee shall accept payment in lieu of leave after he has qualified for his full leave.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid out not later than the last work day before the commencement of such leave.

(4) An employee whose contract of employment terminates in the first of any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, not less than—

(a) in the case of an employee entitled to three weeks' annual leave in terms of sub-clause (1) (a) one and one-half times the weekly remuneration which the employee was receiving immediately prior to the date of termination, divided by six;

(b) in the case of an employee entitled to two weeks' annual leave in terms of sub-clause (1) (b) the weekly remuneration which the employee was receiving immediately prior to the date of termination, divided by six;

(c) in the case of a lorry driver, the weekly remuneration which he was receiving immediately prior to the date of termination, divided by five twenty-fourths.

7. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle betaling wat toegestaan moet word op alle wettige openbare vakansiedae; met dien verstande dat van 'n werknemer vereis kan word om op enigeen van sodanige dae te werk.

(2) As 'n werknemer, behalwe 'n los werknemer, op 'n openbare vakansiedag werk, moet sy werkgever hom bo en behalwe sy gewone besoldiging vir sodanige dag, ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, sy gewone weeklikse besoldiging gedeel deur daardie werknemer se gewone weeklikse werkure, betaal.

(3) As 'n werknemer, behalwe 'n los werknemer, op Sondag werk, moet sy werkgever hom of—

(a) minstens dubbel die besoldiging wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, betaal; of

(b) hom vir elke uur of gedeelte van 'n uur, wat aldus gewerk word betaal teen 'n skaal van minstens anderhalfmaal sy gewone skaal van besoldiging vir die totale tydperk wat op daardie Sondag gewerk word en hom binne sewe dae na daardie Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op daardie vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

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

8. VERLOF.

(1) Bo en behalwe die openbare vakansiedae soos voorgeskryf in klousule 7, moet 'n werkgever sy werknemer ten opsigte van elke volle jaar diens by hom, die volgende toestaan:—

(a) in die geval van handlangers, graad I en II, drie agtereenvolgende weke verlof met volle betaling;

(b) in die geval van bestuurders van ander voertuie as 'n stoomwa, arbeiders en dierevoertuigbestuurders, twee agtereenvolgende weke verlof met volle betaling;

(c) in die geval van vrugmotorbestuurders, vyftien agtereenvolgende werkdae verlof met volle betaling.

(2) Die verlof wat in subklousule (1) voorgeskryf word, moet geneem word op 'n tyd wat deur die werkgever vasgestel word; met dien verstande dat—

(i) as daardie verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word;

(ii) die tydperk van daardie verlof nie met siekteverlof toegestaan kragtens klousule 9, of met 'n tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid-Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;

(iii) as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, nog 'n dag as vervanging vir elke sodanige openbare vakansiedag, as 'n verdere tydperk van verlof met volle betaling aan genoemde tydperk toegevoeg moet word;

(iv) 'n werkgever 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 sodanige tydperk van verlof afgetrek kan word;

(v) 'n werkgever sal nie toegelaat word om 'n werknemer in plaas van verlof te vergoed na voltooiing van een jaar diens nie, en geen werknemer mag betaling in plaas van verlof aanvaar, nadat hy op volle verlof geregtig is nie.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof wat in subklousule (1) voorgeskryf word, moet uiterlik op die laaste werkdag voor die aanvang van sodanige verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste diensjaar of 'n daaropvolgende diensjaar by dieselfde werkgever eindig voordat die tydperk van verlof soos voorgeskryf in subklousule (1) verskuldig geword het, moet, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by sodanige beëindiging in plaas van verlof en ten opsigte van elke volle maand van daardie tydperk van minder as een jaar, minstens die volgende betaal word:—

(a) in die geval van 'n werknemer wat die reg het op drie weke jaarlikse verlof kragtens subklousule (1) (a), anderhalfmaal die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van beëindiging ontvang het, gedeel deur ses;

(b) in die geval van 'n werknemer wat reg het op twee weke jaarlikse verlof kragtens subklousule (1) (b), die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van beëindiging ontvang het, gedeel deur ses;

(c) in die geval van 'n vrugmotorbestuurder die weeklikse besoldiging wat hy onmiddellik voor die datum van diensbeëindiging ontvang het, gedeel deur vyf vier-entwintigstes.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon termination be paid in respect of leave, the amounts referred to in sub-clauses (1) and (4).

(6) 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 instruction of or at the request of his employer;
- (d) absent on sick leave in terms of clause 9, amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—
 - (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to leave in terms thereof;
 - (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law, providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
 - (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later;

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

9. SICK LEAVE.

An employer shall grant to an employee who has completed 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 Workmen's Compensation Act, 1941, twelve work days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each such work day one-sixth of the weekly wage which he was receiving immediately before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence of more than three consecutive days for which payment is claimed.

10. CERTIFICATE OF SERVICE.

Every employer shall issue, free of charge, a certificate of service showing the name and address, nature of occupation, period of service and wages paid to each of his employees at the time he leaves such employer's service.

11. TERMINATION OF EMPLOYMENT.

Not less than one week's notice, to take effect as from the usual pay-day, shall be given by the employer or an employee other than a casual employee, to terminate the contract of service; provided that this shall not affect—

- (a) the right of an employer or an employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between an employer and an employee providing for a longer period of notice than one week;

and provided further, that an employer may pay to an employee his ordinary rate of remuneration in lieu of the period of notice prescribed, or agreed upon in terms of paragraph (b) as the case may be.

12. KEEPING OF RECORDS.

The time and wages records which are required to be kept in terms of section fifty-seven of the Act shall be kept written up in a legible manner in ink.

13. MEMBERSHIP.

An employer shall not employ any employee in any of the occupations for which wages have been prescribed in this Agreement for a longer period than seven days, unless such employee is a member of the trade union, and an employee shall not work for a longer period than seven days for any employer who is not a member of the employers' organisation; provided that this shall not apply—

- (a) in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after his first three months of commencement of his employment in the industry refused any invitations from the trade union to become a member of it, the provisions of this clause shall immediately come into operation;

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

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

- (a) kragtens subklousule (1) afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 9 afwesig is, wat altesame hoogstens tien weke in 'n jaar bedra en beskou word te begin—
 - (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof kragtens 'n wet geregtig geword het, vanaf die datum waarop daardie werknemer laas dienooreenkomstig op verlof geregtig geword het;
 - (ii) in die geval van 'n werknemer wat in diens was voor die datum van inwerkingtreding van hierdie Ooreenkoms en op wie 'n wet, wat voorsiening maak vir jaarlikse verlof van toepassing was, maar wat nog nie dienooreenkomstig op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
 - (iii) in die geval van alle ander werknemers vanaf die datum waarop sodanige werknemer by die werkgever in diens gekom het, of, na gelang van die jongste, die datum van inwerkingtreding van hierdie Ooreenkoms;

met dien verstande dat as die werknemer se tydperk van opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, minder as dertig dae bedra, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan dié wat die tydperk van opleiding minder as dertig dae is.

9. SIEKTEVERLOF.

'n Werkgever moet 'n werknemer wat een maand se diens by hom voltooi het en wat van sy werk afwesig is weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloostelling kragtens die Ongevallewet, 1941, betaalbaar is, altesame twaalf werkdag siekteverlof gedurende 'n diensjaar by hom toestaan en moet hom ten opsigte van elke sodanige werkdag een-sesde van die weekloon betaal wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het; met dien verstande dat die werkgever kan eis dat, ten opsigte van elke tydperk van afwesigheid van meer as drie agtereenvolgende dae waarvoor betaling geëis word, 'n sertifikaat voorgelê word wat deur 'n geregistreerde geneesheer geteken is.

10. DIENSSERTIFIKAAT.

Elke werkgever moet aan elkeen van sy werknemers op die tyd wat hy sodanige werkgever se diens verlaat, kosteloos 'n dienssertifikaat uitreik wat die werknemer se naam en adres, aard van die diens, dienstydsperk en loon wat aan hom betaal is, vermeld.

11. DIENSBEÏNDIGING.

Die werkgever, of 'n werknemer, behalwe 'n los werknemer, moet minstens een week opsegging, wat ingaan vanaf die gewone betaaldag, vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie op—

- (a) die werkgever of 'n werknemer se reg om die dienskontrak op staande voet te beëindig weens 'n goeie oorsaak wat wetlik as voldoende erken word;
- (b) 'n ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n langer tydperk van diensopsegging as een week;

inbreuk maak nie, en voorts met dien verstande dat 'n werkgever 'n werknemer teen sy gewone skaal van besoldiging kan uitbetaal in plaas van die voorgeskrewe diensopsegging, of na gelang van die geval, die diensopsegging soos kragtens paragraaf (b) ooreengekom, te gee.

12. AANTEKENINGS WAT GEHOU MOET WORD.

Die tyd- en loonaantekenings wat kragtens artikel sewe-en-vyftig van die Wet gehou moet word, moet leesbaar met ink ingeskryf word.

13. LIDMAATSKAP.

'n Werkgever mag nie 'n werknemer in engeen van die vakke waarvoor in hierdie Ooreenkoms lone voorgeskrif word, vir 'n langer tydperk as sewe dae in diens hê, tensy sodanige werknemer lid van die vakvereniging is nie, en 'n werknemer mag nie langer as sewe dae vir 'n werkgever wat nie lid van die werkgewers-organisatie is, werk nie; met dien verstande dat—

- (a) dit nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing is nie, met dien verstande dat, wanneer die immigrant te eniger tyd na sy eerste drie maande wat hy in die bedryf begin werk het, weier om op versoek van die vakvereniging, lid daarvan te word, die bepaling van hierdie klousule onmiddellik van toepassing word;

(b) to any employee who is not eligible for membership of the trade union or has been refused membership, or has been expelled from the trade union for any reason other than for failure to pay his subscriptions or other charges due by him to the union.

14. LORRY DRIVERS.

No lorry driver shall be permitted to handle any meat or hides and skins, or any offal, in an abattoir, and no handyman, shall be called upon by the employer to perform the work of a lorry driver.

15. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer shall provide free of charge and maintain in good condition adequate protective clothing and appliances, where necessary, including the supply of overalls, goggles, gloves, footwear and protective ointment to any employee who in the course of his employment is exposed to wet processes, to heat or to any poisonous, corrosive or other injurious substance liable to cause injury or disease to the employee or damage to his clothing.

(2) Whenever an employer requires his employee to wear a uniform or overall he shall supply and maintain in good condition such uniform or overall free of charge and it shall remain the property of the employer; provided that an employer may agree with his employee to pay 4s. 6d. (four shillings and sixpence) per week in lieu of supplying and maintaining such uniform or overall.

16. RATIO.

An employer shall at least employ one handyman, grade I, before he may employ a handyman, grade II.

17. PROHIBITION OF EMPLOYMENT.

No person under the age of 18 years shall be employed on work inside an abattoir.

Signed at Johannesburg on behalf of the parties on the 2nd day of May 1953.

P. STRACHAN,
Chairman.

A. J. BLOEM,
Representing "Werknemersunie van die
Suid-Afrikaanse Vleishandel".

F. L. COLLINS,
Representing Witwatersrand and Pretoria
Wholesale Butchers' Association.

(b) dit nie van toepassing is nie op 'n werknemer wat nie vir lidmaatskap van die vakvereniging verkiesbaar is nie, of wat lidmaatskap geweier is, of wat vir enige ander rede as wanbetaling van sy ledegeld of ander skulde aan die vakvereniging uit die vakvereniging uitgesit is.

14. VRAGMOTORBESTUURERS.

Geen vragmotorbestuurder mag toegelaat word om vleis, huide en velle of afval by die slagpale te hanteer nie, en geen hand- langer mag deur 'n werkgewer versoek word om die werk van 'n vragmotorbestuurder te verrig nie.

15. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer moet waar dit nodig is doeltreffende beskermende klere en toestelle kosteloos verskaf en in goeie toestand onderhou, met inbegrip van oorpakke, stofbrille, handskoene, skoeisel en beskermende salf vir elke werknemer wat in die loop van sy werk blootgestel is aan nat werk, hitte, of een of ander giftige, bytende of ander skadelike stof wat besering of siekte aan die werknemer, of skade aan sy klere kan veroorsaak.

(2) As 'n werkgewer van sy werknemer vereis om 'n uniform of oorpak te dra, moet hy daardie uniform of oorpak kosteloos verskaf en in goeie toestand onderhou en dit bly die werkgewer se eiendom; met dien verstande dat 'n werkgewer met sy werknemer kan ooreenkom om 4s. 6d. (vier shillings en ses pennies) per week te betaal in plaas van sodanige uniform of oorpak te verskaf en onderhou.

16. VERHOUDING.

'n Werknemer moet ten minste een handlanger van graad I in diens hê, voordat hy 'n handlanger van graad II mag huur.

17. VERBOD OP INDIENSNEMING.

Niemand onder die ouderdom van 18 jaar mag vir arbeid binnekant die slagpale in diens geneem word nie.

Namens die partye op hede die 2de dag van Mei 1953, in Johannesburg onderteken.

P. STRACHAN,
Voorsitter.

A. J. BLOEM,
Verteenwoordiger van die Werknemers-
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