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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.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2051.]

[18 September 1953.]

NYWERHEID-VERSOENINGSWET, 1937.

CHEMIKALIEËNYWERHEID (KAAP).

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die chemikalieënywerheid betrekking het, met ingang van 4 November 1953, en vir die tydperk wat op 3 Mei 1955 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 19 en 20 van genoemde Ooreenkoms met ingang van 4 November 1953, en vir die tydperk wat op 3 Mei 1955 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebied Kaapstad; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 19 en 20 van genoemde Ooreenkoms met ingang van 4 November 1953, en vir die tydperk wat op 3 Mei 1955 eindig, in die munisipale gebied Kaapstad *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2051.]

[18 September 1953.]

INDUSTRIAL CONCILIATION ACT, 1937.

CHEMICAL INDUSTRY (CAPE).

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

- (a) in terms of 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 Chemical Industry, shall be binding from the 4th November, 1953, and for the period ending the 3rd May, 1955, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 17 (inclusive), 19 and 20 of the said Agreement shall be binding from the 4th November, 1953, and for the period ending the 3rd May, 1955, upon the other employers and employees engaged or employed in the said Industry in the Municipal Area of Cape Town; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Municipal Area of Cape Town and from the 4th November, 1953, and for the period ending the 3rd May, 1955, the provisions contained in clauses 3 to 17 (inclusive), 19 and 20 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE CHEMIKALIEË-
NYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan deur die

Cape Manufacturing Chemists' and Druggists' Association (hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Chemical and Allied Workers' Union

(hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Chemikalieë-nywerheid (Kaap).

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers en werknemers in die Chemikalieënywerheid in die munisipale gebied van Kaapstad nagekom word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister, ingevolge subartikel (1) van artikel *agt-en-veertig* van die Wet, vasgestel word, en bly van krag vir agtien maande of vir 'n tydperk wat hy vasstel.

3. WOORDOMSKRYWINGS.

Tensy 'n ander bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en wat in die Nywerheid-versoeningswet, No. 36 van 1937, omskryf is, dieselfde betekenis as in daardie Wet, en sluit alle verwysings na 'n Wet en elke wysiging daarvan in; woorde wat die manlike geslag aandui, sluit ook vrouens in; verder, tensy strydig met die samehang, beteken—

- „assistent-voorman”, 'n werknemer wat 'n voorman by die verrigting van sy werk help en wat in sy afwesigheid vir hom waarneem;
- „ketelbediener”, 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;
- „baasjong of ploegbaas”, 'n werknemer wat die leier van 'n ploeg arbeiders is;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer werk;
- „onderbaas of spanopsigter”, 'n werknemer wat, onder toesig van 'n voorman, of assistent-voorman, beheer het oor graad I-werknemers, en wat ook in beheer oor arbeiders kan wees;
- „chemikalieënywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir die bereiding, vervaardiging, bottel, toedraai en/of verpak van ondergenoemde handelsartikels in inrigtings wat, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is, naamlik—

Artsenykundige preparate bestem vir gebruik deur mens of dier, toiletpreparate, parfüm of reukwater, antiseptiese middels, reukverdrywers, chemiese produkte vir fotografiese doeleindes, bakpoeier en/of die bestanddele daarvan, gis, stysel, gelatien, geursels en aftreksels en kleursel vir eetware;

- „chemie-tenikus”, 'n werknemer, uitgesonderd 'n apteker en drogis of chemikus, wat chemiese werk verrig en wat minstens ses jaar ondervinding het;
- „chemiese werk”, die verrigting van chemiese bewerkings, die opstel en wysiging van formules van stowwe en die analitiese kontrole oor die chemiese prosesse vir ru-, of half-vervaardigde of afgewerkte produkte;
- „chemikus”, 'n werknemer, uitgesonderd 'n apteker en drogis, wat in besit is van 'n graad of van 'n gelykwaardige diploma in chemie en wat buitendien minstens drie jaar ondervinding van chemiese werk, soos hierin omskryf, opgedoen het, en dit verrig;
- „apteker en drogis”, 'n werknemer wat, ingevolge die Wet op Geneesher, Tandartse en Aptekers, 1928, as apteker en drogis geregistreer is en wat chemiese werk verrig;
- „klerklike werknemer”, 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk, tikwerk of enige ander soort klerklike werk verrig, en sluit 'n versendingsklerk, magasynmeester, of pakhuishouer, telefonis en 'n kassier in;
- „lettersetter”, 'n werknemer wat lettersetmasjiene bedien, uitgesonderd 'n masjiën vir oordrukke op aptekersetikette, en/of die set, of rangskikking van letters, blokke, plate en/of ander nodige materiaal in posisie vir drukwerk of reliëfwerk, of om rubberstempels daarvan te maak en/of die distribusie van sodanige materiaal na gebruik;
- „versendingsklerk”, 'n werknemer wat daarvoor verantwoordelik is om goedere uit die magasyn of pakhuis van afdelings vir versending te ontvang, en wat toesig kan hou oor die verpakking en/of bymekaarmaak van sodanige goedere, die nagaan van pakette sowel as om die weeg, merk, of adresseer daarvan;
- „noodwerk”, enige werk wat weens oorsake soos brand, storm, ongeval, epidemie, geweldpleging of diefstal, sonder versuim gedoen moet word;
- „inrigting”, elke perseel waarin die chemikalieënywerheid uitgeoefen word en wat, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY
(CAPE).

AGREEMENT

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

Cape Manufacturing Chemists' and Druggists' Association (hereinafter referred to as “the employers” or “the employers' organization”), of the one part, and the

Chemical and Allied Workers' Union

(hereinafter referred to as “the employees” or “the trade union”), of the other part,

being parties to the Industrial Council for the Chemical Industry (Cape).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers and employees in the Chemical Industry in the municipal area of Cape Town.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section *forty-eight* of the Act and shall remain in force for a period of eighteen months or for such a period as may be determined by him.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Industrial Conciliation Act, No. 36 of 1937, shall have the same meaning as in that Act and any reference to an Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context—

- “assistant foreman” means an employee who assists the foreman in the performance of his duties and who acts for him during his absence;
- “boiler attendant” means an employee engaged in firing a boiler and maintaining the water level and steam pressure;
- “boss-boy or ganger” means an employee who is the leader of a gang of labourers;
- “casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- “charge hand or team supervisor” means an employee who, under the supervision of a foreman or assistant foreman, is in charge of grade I employees and who may also be in charge of labourers;
- “Chemical Industry” means the industry in which employers and employees are associated for the preparation, manufacture, bottling wrapping and/or packing of the following commodities in establishments which are liable for registration under the Factories, Machinery and Building Work Act, 1941, viz.:—

Medical preparations intended for human or animal use toilet preparations, perfumes or scents, antiseptics, deoderants, chemical products for photographic purposes, baking powder, and/or its constituents, yeast starch, gelatine, essences, flavourings and colouring matter for foodstuffs;

- “chemical technician” means an employee, other than a chemist and druggist or a chemist, who is engaged in chemical work and who has had not less than six years experience;
- “chemical work” means the performance of chemical manipulations, the devising and adjusting of the formulae of substances and the analytical control of the chemical processing of raw or semi-manufactured or finished products;
- “chemist” means an employee, other than a chemist and druggist, who is the holder of a degree or an equivalent diploma in chemistry and who in addition has not less than three years' experience in and is engaged in chemical work as herein defined;
- “chemist and druggist” means an employee who is registered as a chemist and druggist under the Medical, Dental and Pharmacy Act, 1928, and who is engaged in chemical work;
- “clerical employee” means an employee who is wholly or mainly engaged in writing, typing, or any other form of clerical work, and includes a despatch clerk, storeman or warehouseman, telephone operator and a cashier;
- “compositor” means an employee engaged in operating type-setting machines other than a chemist's label, overprinting machine and/or the setting or arranging of type, blocks, plates and/or other necessary materials into a position for printing or embossing or making rubber stamps therefrom and/or the distribution of such materials after use;
- “despatch clerk” means an employee who is responsible for receiving goods from a store or warehouse or from departments for despatch, and who may supervise the packing and/or assembling of such goods, the checking of packages and the weighing, marking or addressing thereof;
- “emergency work” means any work which, owing to causes such as fire, storm, accident, epidemic, act of violence or theft must be done without delay;
- “establishment” means any premises in which the chemical industry is carried on and which is liable for registration under the Factories, Machinery and Building Work Act of 1941;

„ondervinding” —

- (a) met betrekking tot 'n chemikus, 'n chemie-technikus en 'n leerling-chemie-technikus, die totale dienstydperk of -tydperke van 'n werknemer in chemiese werk, soos hierin omskryf;
- (b) met betrekking tot 'n toetser, 'n platpersdrukker, 'n klerklike werknemer en 'n handelsreisiger, die totale dienstydperk of -tydperke van 'n werknemer onderskeidelik as 'n toetser, 'n platpersdrukker, 'n klerklike werknemer of 'n handelsreisiger;
- (c) met betrekking tot 'n werknemer, graad I, die totale dienstydperk of -tydperke van 'n werknemer in die chemikalieënywerheid, met die uitsondering van werksaamhede wat in paragrawe (a), (b) en (d) van hierdie woordskrywings uitdruklik genoem word; met dien verstande dat dit beskou moet word dat 'n arbeider van oor 18 jaar met minstens twee jaar diens by dieselfde werkgever as 'n arbeider, as hy tot graad I bevorder word, 18 maande ondervinding as 'n werknemer, graad I, gehad het;
- (d) met betrekking tot 'n arbeider, die totale dienstydperk of -tydperke van die werknemer as arbeider in die chemiese nywerheid, maar vir die doel om die loon van 'n arbeider oor 18 jaar te bereken, nie die ondervinding as 'n arbeider onder 18 jaar nie;

„voorman”, 'n werknemer in beheer van die werknemers in 'n inrigting of afdeling van 'n inrigting, wat beheer oor die werknemers uitoefen en wat verantwoordelik is vir die doeltreffende verrigting van hul werk;

„arbeider”, 'n werknemer wat een of meer van onderstaande werksaamhede verrig:—

- (a) Persele, installasie, masjinerie, gereedskap, gerei, houers, diere, meubels, filtreerperse of ander artikels skoonmaak en/of was (met inbegrip van filtreerperse oop- en toemaak en filtreerdoeke verwyder en vervang);
- (b) goedere of ander los eiendom van enige aard dra, versit of stapel, met inbegrip van af en toe 'n goederehyser bedien;
- (c) houtkissies, riffelkarton- of soortgelyke houers met die hand inmeekaarsit;
- (d) laai of aflaai;
- (e) vure maak of aan die brand hou, afval of as verwyder;
- (f) kiste, bale of dromme oop- of toemaak (maar nie soldeer nie);
- (g) materiaal met die hand aan elevators, prosesvate, tenks of ander houers voer en/of sif;
- (h) onder toesig van 'n voorman, assistent-voorman, werktuigkundige of instandhouer krane of kleppe oop- of toemaak; 'n handpomp bedien;
- (i) kassies, bale, dromme of ander pakkette vir vervoer of aflewering brandmerk, merk, sjabloneer, of klaar-gedresseerde etikette daarop plak;
- (j) rantsone vir natuurlike kook, tee of soortgelyke drankte maak;
- (k) op afleweringswaens help;
- (l) briewe, boodskappe of goedere te voet of met 'n fiets, driewieler of handkar aflewer;
- (m) bestanddele in vate of panne roer, graan of ander ru- of halfvervaardigde materiaal omkeer;
- (n) tuinmaak;
- (o) houers wat vir grootmaathoeveelhede gebruik word, volmaak en/of by grootmaat afweeg;

(OPMERKING.—Onder „grootmaat” word verstaan 'n hoeveelheid van meer as 25 pond aan gewig in die geval van vaste stowwe of vier gelling aan volume in geval van vloeistowwe);

(p) persele of goedere gedurende die dag bewaak;

(q) diere of voëls versorg; voertuie oppas, diere inspan;

„leerling-chemie-technikus”, 'n werknemer, uitgesonderd 'n apteker en drogis, 'n chemikus of 'n chemie-technikus, met minder as ses jaar ondervinding en wat chemiese werk soos hierin omskryf, verrig;

„onderhouer of handlanger”, 'n werknemer, uitgesonderd 'n werktuigkundige of 'n masjien- en/of installasiebediener, wat installasie of masjinerie onderhou of herstel;

„masjien- en/of installasiebediener”, 'n werknemer wat enige van die volgende kragmasjiene bedien (met inbegrip van opstel, regstel en versorging):—

- (a) Pil- of tabletvervaardigingsmasjiene;
- (b) homogeniseerders;
- (c) granuleerders;
- (d) disintegreerders;
- (e) sentrifugale afskeiers en filterperse;
- (f) kapsulemasjiene;

„werktuigkundige”, 'n geskoolde werknemer wat masjinerie opstel, grondig nasien, foute opspoor en herstel, of wat toesig hou oor hierdie werksaamhede;

„motorvoertuig”, elke voertuig ontwerp of bedoel vir ander voortbeweging as deur krag van mens of dier, en wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters;

„motorvoertuigbestuurder”, 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig bestuur;

„experience” means—

- (a) in relation to a chemist, a chemical technician and a learner chemical technician, the total period or periods of employment which an employee has had in chemical work as herein defined;
- (b) in relation to a tester, a platen-pressman, a clerical employee and a traveller, the total period or periods of employment, which an employee has had as a tester, a platen-pressman, a clerical employee or a traveller, respectively;
- (c) in relation to a grade I employee, the total period or periods of employment which an employee has had in the Chemical Industry in occupations other than those specified in paragraphs (a), (b) and (d) of this definition; provided that a labourer over the age of 18 years with not less than two years employment with the same employer as a labourer shall, upon promotion to grade I, be deemed to have had 18 months experience as a grade I employee;
- (d) in relation to a labourer, the total period or periods of employment which an employee has had in the chemical industry as a labourer, but for the purpose of calculating the wage of a labourer over 18 years of age shall not include experience as a labourer under the age of 18 years;

„foreman” means an employee in charge of the employees in an establishment or a department of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

„labourer” means an employee engaged in one or more of the following operations:—

- (a) Cleaning and/or washing premises, plant, machinery, tools, utensils, containers, animals, furniture, filter presses or other articles (including the opening and closing of filter presses and the removal and replacement of filter cloths);
- (b) carrying, moving or stacking goods or other movable property of any description including the occasional operation of a goods lift;
- (c) assembling wooden boxes, corrugated fibre-board or similar containers by hand;
- (d) loading or unloading;
- (e) making or maintaining fires, removing refuse or ashes;
- (f) opening or closing boxes, bales or drums (other than by soldering);
- (g) feeding and/or sieving materials by hand into elevators, process vats, tanks or other vessels;
- (h) opening or closing cocks or valves under the supervision of a foreman, assistant foreman, mechanic or maintenance man, operating a hand pump;
- (i) branding, marking, stencilling or affixing ready addressed labels to boxes, bales, drums, or other packages for transport or delivery;
- (j) cooking rations for natives, making tea or similar beverages;
- (k) assisting on delivery vans;
- (l) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- (m) stirring ingredients in vats or pans; turning over grain or other raw or semi-manufactured materials;
- (n) gardening;
- (o) filling containers used for bulk quantities and/or weighing in bulk;

(NOTE.—By “bulk” is meant any quantity exceeding 25 lb. in weight in the case of solids or four gallons in volume in the case of liquids);

(p) guarding premises or goods by day;

(q) tending animals or birds, minding vehicles, harnessing animals;

„learner chemical technician” means an employee, other than a chemist and druggist, a chemist or a chemical technician who has had less than six years' experience and is engaged in chemical work as herein defined;

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

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

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

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

„motor vehicle” means any vehicle designed or intended for propulsion by other than human or animal power and used for the conveyance of goods other than traveller's samples;

„motor vehicle driver” means an employee wholly or mainly engaged in driving a motor vehicle;

"motorvoertuie bestuur", alle tydperke wat bestuur word en alle tyd deur die bestuurder bestee aan werk in verband met die voertuig of die vraag, en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te werk as dit vereis word;

"nagwag", 'n werknemer wat snags persele en/of goedere bewaak en vir die toepassing van hierdie woordbepaling kan "nag" as die tydperk tussen die ure wanneer die besigheid van die werkgever sluit en oopgaan, beskou word;

"stukwerk", elke stelsel waarvolgens die werknemer se besoldiging van die hoeveelheid of omvang van verrigte werk afhang;

"platpersdrukker", 'n werknemer wat in staat is om werk gereed te maak en op 'n platpers te druk (behalwe 'n platpers met outomatiese voerder van meer as 10 duim by 15 duim, of 'n masjien vir oordruk op aptekersetikette) met inbegrip van die vasdraai van drukvorms in die vormraam;

"monsterjong", 'n werknemer wat 'n handelsreisiger op sy reise vergesel en/of hom behulpzaam is om die voertuig te bestuur en/of monsters te pak, uit te pak en uit te stal;

"korttyd", 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaarstelling van installasie of masjinerie wat veroorsaak word deur 'n ongeluk of 'n ander onvoorsiene noodgeval;

"magasynmeester of pakhuisheer", 'n werknemer wat algemene toegang hou oor voorrade of vervaardigde produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, te bewaar, bymekaar te maak, te verpak of uit te pak en/of goedere uit 'n magasyn of pakhuis aan die verbruikersafdeling of vir versending af te lewer;

"toets", 'n werknemer wat onder toesig van 'n chemikus, 'n chemie-tenikus of 'n apteker en drogis, uitsluitlik of hoofsaaklik chemiese roetine-toets uitvoer;

"handelsreisiger", 'n werknemer wat as die reisende verteenwoordiger van 'n inrigting bestellings namens die inrigting van persone vra, werf of versoek vir die verkoop en/of lewering van goedere aan hulle vir herverkoop of vir gebruik of verbruik;

"uniform", 'n kledingstuk of kledingstukke van onderskeiende ontwerp en kleur; met dien verstande dat 'n werknemer wat vir die toepassing van hierdie Oortekoms geklassifiseer moet word, beskou moet word dat hy tot daardie klas hoort waarin hy uitsluitlik of hoofsaaklik werkzaam is.

4. BESOLDIGING.

(1) 'n Werkgever wat die volgende minimum skale van besoldiging aan elke lid van ondergenoemde klasse werknemers ten opsigte van gewone werkure betaal:—

(a) Werknemers, uitgesonderd los werknemers:—

	Per week.
	£ s. d.
Chemikus en/of apteker en drogis	9 0 0
Chemie-tenikus	8 0 0
Voorman	6 19 2
Leerling-chemie-tenikus—	
gedurende eerste jaar ondervinding	2 2 0
gedurende tweede jaar ondervinding	3 0 0
gedurende derde jaar ondervinding	4 0 0
gedurende vierde jaar ondervinding	5 0 0
gedurende vyfde jaar ondervinding	6 0 0
gedurende sesde jaar ondervinding	7 0 0
met dien verstande dat as 'n leerling-chemie-tenikus 'n graad of 'n gelykwaardige diploma in chemie verkry het, dit gereken moet word dat hy drie jaar ondervinding het.	
Masjien- en/of installasiebediener	2 17 9
Werktuigkundige	8 0 0
Lettersetter, drukker (drukwerk)	6 9 2
Assistent-voorman	4 16 7
Onderhouer of handlanger	5 0 0
Onderbaas of spanopsigter	3 11 8
Ketelbediener	2 5 0
Baasjong of ploegbaas	2 5 0
Klerklike werknemer, manlik—	
gedurende eerste jaar ondervinding	2 3 10
gedurende tweede jaar ondervinding	3 0 6
gedurende derde jaar ondervinding	3 17 2
gedurende vierde jaar ondervinding	4 13 9
gedurende vyfde jaar ondervinding	5 10 4
daarna	6 6 11
Klerklike werknemer, vroulik—	
gedurende eerste jaar ondervinding	2 3 10
gedurende tweede jaar ondervinding	2 11 11
gedurende derde jaar ondervinding	3 0 0
gedurende vierde jaar ondervinding	3 8 1
daarna	3 16 2
Handelsreisiger—	
gedurende eerste ses maande ondervinding ...	6 6 11
gedurende tweede ses maande ondervinding ...	6 18 6
gedurende derde ses maande ondervinding ...	7 10 0
gedurende vierde ses maande ondervinding ...	8 1 6
gedurende vyfde ses maande ondervinding ...	8 13 1
gedurende sesde ses maande ondervinding ...	9 4 7
gedurende sewende ses maande ondervinding ...	9 16 2
gedurende agtste ses maande ondervinding ...	10 7 8
daarna	10 19 3

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

"night watchman" means an employee who guards premises and/or goods by night and for the purposes of this definition "night" may be regarded as the period between the closing and opening hours of the business of the employer;

"piece-work" means any system under which an employee's remuneration is based on the quantity or output of work done;

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

"sample boy" means an employee who accompanies a traveller on his rounds and/or assists him in driving and/or in the packing, unpacking and displaying of samples;

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

"storeman or warehouseman" means an employee who is in general charge of stores or finished products and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments or for despatch;

"tester" means an employee who, under the supervision of a chemist, or a chemical technician or a chemist and druggist is wholly or mainly engaged in routine chemical tests;

"traveller" means an employee, who, as the travelling representative of an establishment and on behalf of such establishment invites, canvasses or solicits orders from persons for the sale and/or supply to them of goods for resale or for their use or consumption;

"uniform" means any article or articles of wearing apparel distinctive in design and colour;

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

4. REMUNERATION.

(1) The minimum rates at which remuneration in respect of ordinary hours of work shall be paid by an employer to each member of the undermentioned classes of his employees, shall be as follows:—

(a) Employees other than casual employees:—

	Per Week.
	£ s. d.
Chemist and/or Chemist and Druggist	9 0 0
Chemical technician	8 0 0
Foreman	6 19 2
Learner chemical technician—	
during first year of experience	2 2 0
during second year of experience	3 0 0
during third year of experience	4 0 0
during fourth year of experience	5 0 0
during fifth year of experience	6 0 0
during sixth year of experience	7 0 0
provided that where a learner chemical technician has obtained a degree or an equivalent diploma in chemistry he shall be deemed to have had three years' experience.	
Machine and/or plant operator	2 17 9
Mechanic	8 0 0
Compositor, machine minder (printing)	6 9 2
Assistant foreman	4 16 7
Maintenance man or handyman	5 0 0
Charge hand or team supervisor	3 11 8
Boiler attendant	2 5 0
Boss-boy or ganger	2 5 0
Clerical employee, male—	
during first year of experience	2 3 10
during second year of experience	3 0 6
during third year of experience	3 17 2
during fourth year of experience	4 13 9
during fifth year of experience	5 10 4
thereafter	6 6 11
Clerical employee, female—	
during first year of experience	2 3 10
during second year of experience	2 11 11
during third year of experience	3 0 0
during fourth year of experience	3 8 1
thereafter	3 16 2
Traveller—	
during first six months of experience	6 6 11
during second six months of experience	6 18 6
during third six months of experience	7 10 0
during fourth six months of experience	8 1 6
during fifth six months of experience	8 13 1
during sixth six months of experience	9 4 7
during seventh six months of experience	9 16 2
during eighth six months of experience	10 7 8
thereafter	10 19 3

	Per week. £ s. d.
Toetser en platpersdrukker—	
gedurende eerste ses maande ondervinding ...	2 4 8
gedurende tweede ses maande ondervinding ...	2 10 5
gedurende derde ses maande ondervinding ...	2 15 8
gedurende vierde ses maande ondervinding ...	3 1 5
daarna ...	3 6 2
Monstertjong ...	2 10 0
Graad I-werknemer, gekwalifiseer ...	2 15 0
Graad I-werknemer, ongekwalifiseer—	
gedurende eerste ses maande ondervinding ...	1 13 7
gedurende tweede ses maande ondervinding ...	1 18 4
gedurende derde ses maande ondervinding ...	2 3 1
gedurende vierde ses maande ondervinding ...	2 8 7
Nagwag ...	2 9 11
Bestuurder van 'n motorvoertuig waarvan die gewig sonder vrag tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens deur so 'n voertuig getrek—	
(i) nie meer as 6,000 lb. is nie ...	5 0 0
(ii) meer as 6,000 lb. is maar nie meer as 10,000 lb. nie ...	6 0 0
(iii) meer as 10,000 lb. is ...	7 10 0
LET WEL. —„Graad I-werknemer” beteken 'n werknemer nie elders in hierdie subklousule gespesifiseer nie.	
„Graad I-werknemer, gekwalifiseer” beteken 'n graad I-werknemer met minstens twee jaar ondervinding.	
„Graad I-werknemer, ongekwalifiseer,” beteken 'n graad I-werknemer met minder as twee jaar ondervinding.	
Arbeider (oor 18 jaar)—	
gedurende eerste ses maande ondervinding ...	2 0 0
daarna ...	2 2 0
Arbeider (onder 18 jaar)—	
gedurende eerste ses maande ondervinding ...	1 10 0
daarna ...	1 11 6

(b) Los werknemers:—

- In die geval van die werknemers vir wie 'n stygende besoldigingskaal voorgeskryf is: Een-vierde van die hoogste weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat van 'n los werknemer vereis word vir elke dag of gedeelte van 'n dag wat hy in diens is.
- In die geval van alle ander werknemers, een-vierde van die weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat van 'n los werknemer vereis word vir elke dag of gedeelte van 'n dag wat hy in diens is.

(2) **Verlofbesoldiging.**—Die besoldiging ten opsigte van die jaarlikse verlof in klousule 7 genoem, moet aan 'n werknemer betaal word voordat die verlof begin.

(3) **Differensiële besoldiging.**—'n Werkgewer wat 'n lid van een klas van sy werknemers verplig of toelaat om benewens sy eie werk of in plaas daarvan vir langer as een uur werk van 'n ander klas te verrig waarvoor 'n hoër loon in subklousule (1) voorgeskryf word, moet die werknemer teen die hoër loon ten opsigte van die hele dag waarop hy die werk verrig het, besoldig; met dien verstande dat, waar die enigste verskil in klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom berus, die bepalinge van hierdie klousule nie van toepassing is nie.

(4) **Berekening van daaglikse besoldiging.**—Vir die toepassing van subklousule (3), moet die besoldiging wat ten opsigte van een dag betaalbaar is minstens een-vyfde wees van die weeklikse besoldiging wat in subklousule (1) voorgeskryf word vir die werk met hoër besoldiging wat verrig is.

(5) **Basis van kontrak.**—'n Werknemer word as 'n weeklikse werknemer beskou tensy hy binne die woordskrywing van „los werknemer” val, en behoudens soos bepaal in klousule 5 (7), moet minstens die volle weeklikse besoldiging soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, aan hom betaal word, of hy nou die maksimum getal gewone ure wat in klousule 6 (1) voorgeskryf word, of minder gewerk het, en is onderworpe aan die ander voorwaardes (vir sover hulle van toepassing is) wat vir die werknemer voorgeskryf is.

(6) **Stukwerk.**—(a) 'n Werknemer wat vir 'n tyd lank stukwerk verrig, moet betaal word teen die skale waarvoor die werkgewer en sy werknemer ooreengekom het, maar die werknemer se besoldiging moet minstens die besoldiging wees wat aan hom betaalbaar sou gewees het indien hy vir daardie tydperk teen tydlou gewerk het, plus tien persent.

(b) 'n Lys van die stukwerkskale wat in paragraaf (a) genoem word, moet op 'n opvallende plek in die inrigting vertoon gehou word en mag nie verander word nie, uitgesonderd na kennisgewing van een week.

(7) (A) **Verblyfstoelae.**—Benewens die lone wat in subklousule (1) voorgeskryf word—

- moet 'n reisiger wat 'n reis onderneem ter uitvoering van sy pligte en wat langer as ses agtereenvolgende ure van sy woonplek en sy werkgewer se inrigting afwesig is, 'n verblyfstoelae betaal word van minstens—
 - yf sjielings vir elke tydperk van afwesigheid wat nie oor 'n nag strek nie;
 - twee-en-twintig sjielings en ses pennies vir elke nag ingeval so 'n tydperk van afwesigheid oor een of meer nagte strek;

Tester and platen pressman—

	Per Week. £ s. d.
during first six months of experience ...	2 4 8
during second six months of experience ...	2 10 5
during third six months of experience ...	2 15 8
during fourth six months of experience ...	3 1 5
thereafter ...	3 6 2
Sample boy ...	2 10 0
Grade I employee qualified ...	2 15 0
Grade I employee unqualified—	
during first six months experience ...	1 13 7
during second six months experience ...	1 18 4
during third six months experience ...	2 3 1
during fourth six months experience ...	2 8 7
Nightwatchman ...	2 9 11

Driver of motor vehicle the-unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—

- does not exceed 6,000 lb. ...
- exceeds 6,000 lb. but does not exceed 10,000 lb. ...
- exceeds 10,000 lb. ...

NOTE.—“Grade I employee” means an employee not specified elsewhere in this sub-clause.

“Grade I employee, qualified,” means a grade I employee who has had not less than two years' experience;

“Grade I employee, unqualified,” means a Grade I employee who has had less than two years' experience;

Labourer—over 18 years of age—

- during first six months of experience ...
- thereafter ...

Labourer—under 18 years of age—

- during first six months of experience ...
- thereafter ...

(b) Casual employees—

- In the case of those employees from whom a rising scale of remuneration is prescribed, one-fourth of the highest weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.
- In the case of all other employees, one-fourth of the weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.

(2) **Leave Remuneration.**—The remuneration in respect of the annual leave referred to in clause 7 shall be paid to an employee before the commencement of such leave.

(3) **Differential Rates of Remuneration.**—An employer who requires or permits a member of one class of his employees to perform for longer than one hour either in addition to his own work or in substitution therefor, work of another class for which a higher rate of remuneration is prescribed in sub-clause (1) shall pay such employee at the higher rate of remuneration in respect of the whole day on which he performs such work; provided that where the sole difference between classes is in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

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

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

(6) **Piece-work.**—(a) An employee employed on piece-work for any period shall be paid at the rates agreed upon between the employer and his employee, but such employee's remuneration shall be not less than the remuneration that would have been payable to him had he been employed on time-work for that period, plus ten per cent.

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

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

- a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and employer's establishment for any period in excess of six consecutive hours, shall be paid a subsistence allowance of not less than—
 - five shillings for each such period of absence not extending over a night;
 - twenty-two shillings and six pennies for each night where such period of absence extends over one or more nights;

- (ii) moet 'n monsterjong wat 'n reisiger op 'n reis vergesel wat deur die reisiger onderneem word ter uitvoering van sy pligte, en wat vir langer as ses agtereenvolgende ure van sy woonplek en sy werkgever se inrigting afwesig is, 'n verblyftoelae van minstens die volgende betaal word:—
- (a) Een sjieling vir elke tydperk van afwesigheid wat nie oor 'n nag strek nie;
- (b) drie sjielings en ses pennies vir elke nag ingeval so 'n afwesigheid oor een of meer nagte strek;

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

(B) *Reistoelae en -koste.*—(i) 'n Werkgever moet handelsreisiger wat die werkgever se motorvoertuig gebruik of wat verplig is om per trein of met enige ander vervoermiddel, uitgezonderd sy eie, te reis, vergoed vir alle redelike uitgawes wat hy in verband met die vervoer ter uitvoering van sy pligte aangaan, en vir die toepassing van hierdie subklousule word die bewaring van die motorvoertuig snags in 'n garage as 'n vervoeruitgawe beskou.

(ii) Die werkgever moet sy handelsreisiger wat verplig is om 'n motorvoertuig te verskaf vir die uitvoering van sy pligte 'n omvattende vervoertoelae betaal van minstens sewe en 'n half pennies vir elke myl wat by die uitvoering van sy pligte afgelê word.

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

(8) *Nagskof.*—Benewens die lone wat in subklousule (1) hier- van voorgeskryf is, moet 'n werkgever aan elke werknemer wie se werkyd in 'n week uitsluitlik of hoofsaaklik tussen die ure 6 n.m. en 6 v.m. val, 'n ekstra tien persent op die lone betaal.

(9) *Berekening van maandloon.*—Ingeval die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 4 (1) maandeliks betaal word, moet die bedrag bereken word teen 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf is.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens soos in klousule 13 bepaal, moet 'n werkgever die besoldiging wat aan elkeen van sy werknemers, uitgesonderd sy los werknemers, verskuldig is, weekliks op die gewone betaaldag van die inrigting in kontant betaal, of by diensbeëindiging as dit vóór die gewone betaaldag plaasvind; met dien verstande dat, as die werkgever en sy werknemer aldus ooreenkom, besoldiging maandeliks betaal kan word.

(2) *Los werknemers.*—'n Werkgever moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, by die beëindiging van sy dienskontrak in kontant betaal.

(3) *Wysse van besoldiging.*—'n Werkgever moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende die werkyd betaal, en die besoldiging moet in 'n verseëelde koevert wees waarop die werkgever en werknemer se name, die werknemer se beroep, die aantal gewone en oortydure wat gewerk is, die tydperk waarvoor besoldiging moet geskied en die bedrag daarin, aan die buitekant vermeld moet word.

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

(5) *Koop van goedere.*—'n Werkgever mag nie sy werknemers verplig om goedere van hom of van 'n winkel of 'n persoon wat hy aanwys, te koop nie.

(6) *Losies en inwoning.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturelle arbeid Regelswet, 1911, mag 'n werkgever nie 'n werknemer verplig om van hom of van 'n persoon of 'n plek wat hy aanwys, losies en/of inwoning aan te neem nie.

(7) *Boetes en aftrekkings.*—'n Werkgever mag nie sy werknemer boetes ople of bedrae van sy loon aftrek nie, met uitsondering van die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, aftrekkings ten opsigte van verlof, siekte-, versekerings-, voorsorg- of pensioenfondse, of ledegeld aan 'n werknemers-organisatie;
- (b) behoudens soos bepaal in klousule 8 (1), as 'n werknemer van sy werk af wegbly of afwesig is weens ongeval of siekte, 'n aftrekking in verhouding tot die tydperk van die afwesigheid;
- (c) 'n aftrekking van elke bedrag wat 'n werkgever kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) bydraes ingevolge die bepalings van klousule 17 van hierdie Ooreenkomste;
- (e) as 'n werknemer instem om losies en/of inwoning van sy werkgever aan te neem, 'n aftrekking van hoogstens die volgende bedrae:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
(i) Losies	0 3 0	0 13 0
(ii) Inwoning	0 2 0	0 8 8
(iii) Losies en inwoning	0 5 0	1 1 8

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

- (a) one shilling for each such period of absence not extending over a night;
- (b) three shillings and six pennies for each night where such period of absence extends over one or more nights;

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

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

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

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

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

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

5. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Save as provided in clause 13 an employer shall pay the remuneration due to each of his employees, other than his casual employees in cash weekly on the usual pay-day of the establishment, or on termination of employment if this takes place before the usual pay-day; provided that where the employer and his employee agree, remuneration may be paid monthly.

(2) *Casual Employees.*—An employer shall pay the remuneration due to each of his casual employees in cash on termination of his contract of employment.

(3) *Method of Payment.*—An employer shall pay the remuneration due to each of his employees during the hours of work and such remuneration shall be enclosed in a sealed envelope, showing on the outside the employer's and the employee's name, the employee's occupation, the number of ordinary and overtime hours worked, the period in respect of which payment is made and the amount contained therein.

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

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

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

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

- (a) With the written consent of his employee, deductions for holiday, sick, insurance, provident or pension funds or subscriptions to an employees' organisation;
- (b) save as provided in clause 8 (1) when his employee absents himself from work or is absent owing to accident or ill-health a deduction proportionate to the period of such absence;
- (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) contributions in terms of section 17 of this Agreement;
- (e) when an employee agrees to accept board and/or lodging from his employer a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
(i) Board	0 3 0	0 13 0
(ii) Lodging	0 2 0	0 8 8
(iii) Board and lodging	0 5 0	1 1 8

(f) as korttyd in 'n inrigting ingevoer word, 'n aftrekking van een vyf-en-veertigste van die weeklikse besoldiging wat in klousule 4 voorgeskryf is vir 'n werknemer van sy klas, ten opsigte van elke uur van die korttyd;

met dien verstande dat—

- (i) geen aftrekkings gemaak mag word nie t.o.v. die eerste uur korttyd wat veroorsaak word deur 'n algemene onklaarraking van installasie of masjinerie wat deur ongeval of ander onvoorsiene noodtoestand veroorsaak word;
- (ii) geen aftrekking in die geval van korttyd wat deur 'n slapte in die bedryf veroorsaak word, gemaak mag word nie, tensy die werkgewer sy werknemer minstens 24 uur kennis gee van sy voorneme om korttyd in te voer.

6. WERKURE, GEWONE EN OORTYDURE, EN BESOLDIGING VIR OORTYDURE.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer kan hoogstens die volgende wees:—

- (a) In die geval van 'n werknemer, met uitsondering van 'n los werknemer—
 - (i) 45 in 'n week van Maandag af tot en met Vrydag;
 - (ii) nege op 'n dag; met dien verstande dat die weeklikse ure vyf-en-veertig nie te bowe mag gaan nie;
- (b) in die geval van 'n los werknemer, agt en 'n half uur op 'n dag.

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

- (i) as die onderbreking langer as een uur duur, elke tydperk bo een uur as gewone werkure gereken moet word;
- (ii) as 'n werknemer verplig of toegelaat word om vir twee of meer tydperke wat deur 'n pouse van minder as een uur onderbreek is, te werk, uitgesonderd 'n onderbreking wat in subklousule (3) genoem is, en genoemde werktye altesame meer as vyf uur beloop, dit beskou moet word dat hy vir meer as vyf uur aaneen op diens was;
- (iii) 'n vroulike werknemer nie verplig kan word om tussen 6 nm. en 6 vm. te werk nie.

(3) *Ruspouses.*—'n Werkgewer moet 'n ruspouse van minstens tien minute toestaan aan elkeen van sy werknemers, met uitsondering van 'n nagwag, 'n motorvoertuigbestuurder, 'n drywer van 'n diervoertuig, 'n werknemer wat boodskappe of goedere aflewer, of wat persele of goedere gedurende die dag bewaak, so na as moontlik aan—

- (a) die middel van elke oggendskof;
- (b) die middel van elke middagskof as die tydperk langer as drie uur is;

waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en die ruspouse moet as deel van die gewone werkure beskou word.

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

(5) *Oortyd.*—Tyd waarin bo die maksimum getal gewone daaglikse werkure, soos in subklousule (1) voorgeskryf, werk verrig word en tyd waarin op Saterdag gewerk word, word as oortyd beskou.

(6) *Beperking van oortyd.*—(1) 'n Werkgewer kan nie sy werknemer verplig of hom toelaat om langer oortydwerk te verrig nie as—

- (a) ses uur in 'n week;
- (b) twee uur op 'n dag van Maandag tot en met Vrydag;
- (c) vyf uur op 'n Saterdag, onderworpe aan die bepalings van (a).

(2) Met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of haar toelaat om oortyd te werk nie—

- (a) vir langer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) vir langer as een uur na voltooiing van haar gewone werkure op 'n dag, tensy hy—
 - (i) haar voor 12-uur middag daarvan in kennis gestel het; of
 - (ii) haar 'n behoorlike ete verskaf het voor sy met oortydwerk moet begin; of
 - (iii) haar betyds twee sjelings en ses pennies betaal het om haar in staat te stel om 'n ete te nuttig voordat sy met oortydwerk moet begin.

(7) *Besoldiging vir oortyd.*—'n Werkgewer moet aan elkeen van sy werknemers t.o.v. 'n uur of gedeelte van 'n uur waarin oortyd gewerk is, minstens onderstaande lone betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en een-derde maal die werknemer se gewone besoldiging;
- (b) in die geval van 'n los werknemer, een en een-derde maal die besoldiging wat in klousule 4 (1) (b) voorgeskryf is, gedeel deur 8½;

met dien verstande dat oortyd op 'n daaglikse basis bereken moet word, en wanneer minder as 'n halfuur oortydwerk op 'n dag verrig is, dit as 'n halfuur beskou moet word vir doeleindes van besoldiging.

(f) whenever short-time is introduced in an establishment a deduction in respect of each hour of such short-time, of one forty-fifth of the weekly remuneration prescribed in clause 4 for an employee of his class; provided that—

- (i) no deduction shall be made in respect of the first hour of short-time caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;
- (ii) in the case of short-time due to slackness of trade, no deduction shall be made unless the employer has given his employee not less than twenty-four hours' notice of his intention to introduce short-time.

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

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

- (a) in the case of an employee other than a casual employee—
 - (i) forty-five in any week from Monday to Friday inclusive;
 - (ii) nine in any day; provided that the weekly hours do not exceed forty-five;
- (b) in the case of a casual employee eight and one-half in any day.

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

- (i) if such interval be for longer than one hour any period in excess of one hour shall be deemed to be ordinary hours of work;
- (ii) an employee who is required or permitted to work for two or more periods broken by intervals of less than one hour other than an interval referred to in sub-clause (3), the said periods of work totalling more than five hours, shall be deemed to have been employed for more than five hours continuously;
- (iii) an employee who is a female shall not be required to work between 6 p.m. and 6 a.m.

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

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

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

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

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

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

- (a) six hours in any week;
- (b) two hours in any day, from Monday to Friday inclusive;
- (c) five hours on any Saturday, subject to the provisions of (a).

(2) Provided that no employed shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee two shillings and sixpence in sufficient time to enable the employee to obtain a meal before overtime is due to commence.

(7) *Payment of Overtime.*—An employer shall pay to each of his employees in respect of each hour or part of an hour of overtime worked not less than—

- (a) in the case of an employee, other than a casual employee, one and one-third times the employee's ordinary wage;
- (b) in the case of a casual employee one and a third times the remuneration prescribed in clause 4 (1) (b) divided by eight and one-half;

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

(8) *Sondae en alle statutêre openbare vakansiedae en Meidag.*—(i) *Sondae.*—Tyd waarin op Sondae gewerk word kan nie as deel van die gewone werkeure of as oortydwerk beskou word nie, maar besoldiging daarvoor moet teen onderstaande loonskale geskied:—

(d) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, dubbel die weeklikse besoldiging voorgeskryf in klousule 4 (1) (a) vir 'n werknemer van sy klas, gedeel deur vyf vir elke dag of gedeelte van 'n dag waarin werk verrig word;

(b) in die geval van 'n los werknemer, dubbel die besoldiging soos voorgeskryf in klousule 4 (1) (b) vir elke dag of gedeelte van 'n dag waarin gewerk word.

(ii) *Statutêre openbare vakansiedae en Meidag.*—Vir tyd waarin werk op enigiene van die statutêre openbare vakansiedae wat in klousule 7 (5) genoem is of op Meidag, verrig word, moet besoldiging teen onderstaande loonskale geskied:—

(a) In die geval van 'n werknemer uitgesonderd 'n los werknemer, teen sy gewone besoldiging t.o.v. elke uur of gedeelte van 'n uur waarin gewerk is, benewens een dag se besoldiging ingevolge klousule 7 (5);

(b) in die geval van 'n los werknemer, dubbel die besoldiging voorgeskryf in klousule 4 (1) (b) vir elke dag of gedeelte daarvan waarin werk verrig is;

met dien verstande dat dit nie van toepassing is ten opsigte van 'n statutêre openbare vakansiedag of Meidag wat op 'n Saterdag val en in so 'n geval moet die verskuldigde besoldiging ooreenkomstig die bepalings van subklousule (7) van hierdie klousule geskied.

(9) *Voorbehoude.*—Die bepalings van hierdie klousule is nie op 'n handelsreisiger, monsterbediende of nagwag van toepassing nie; die bepalings van subklousules (3), (4) en (6) is nie van toepassing op 'n manlike werknemer wat noodwerk verrig nie.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Onderworpe aan die bepalings van subklousules (2) en (3) van hierdie klousule moet jaarlikse verlof waartoe die werknemers geregtig is elke jaar tussen 15 Desember en 14 Januarie van die daaropvolgende jaar soos volg aan hulle toegestaan word:—

(d) 'n Werknemer wat op 15 Desember van elke jaar oor een jaar ononderbroke diens by sy werkgever beskik, moet minstens twee agtereenvolgende weke verlof toegestaan word, en ten opsigte van elke week van sodanige verloftydperk minstens die weeklikse besoldiging ontvang waartoe hy net voor die aanvang van die verloftydperk geregtig was.

(b) Indien 'n statutêre openbare vakansiedag binne die tydperk val waarin die inrigting gesluit is tydens die jaarlikse vakansietydperk, moet nog 'n dag verlof met volle besoldiging (met inbegrip van lewenskostetoelae) by die betrokke tydperk van twee weke gevoeg word t.o.v. elke sodanige dag; met dien verstande dat as so 'n statutêre openbare vakansiedag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op sodanige dag van toepassing is nie.

(c) 'n Werknemer wat op 15 Desember van enige jaar nie oor twaalf (12) maande ononderbroke diens by sy werkgever beskik nie, en wie se diens nie beëindig is nie, moet besoldig word teen—

(i) minstens die weeklikse besoldiging waartoe hy op 15 Desember geregtig was gedeel deur 26 vir elke voltooide week van diens tot 15 Desember in daardie jaar;

(ii) 'n bedrag gelyk aan die weeklikse besoldiging waartoe hy geregtig was op die dag waarop die inrigting met die oog op die jaarlikse verloftydperk gesluit het, gedeel deur vyf, vir enige statutêre openbare vakansiedag wat binne die tydperk val waarin die inrigting gesluit is met die oog op die jaarlikse vakansietydperk; met dien verstande dat as so 'n statutêre openbare vakansiedag op 'n Saterdag val, die bepalings van hierdie subparagraaf nie ten opsigte van so 'n dag van toepassing is nie.

(d) By diensbeëindiging moet 'n werknemer ten opsigte van elke voltooide week diens, bereken van 15 Desember van die vorige jaar af, of die datum van indiensneming, watter ook al die kortste is, teen minstens die loon besoldig word wat hy ontvang het onmiddellik voor die diensbeëindiging, gedeel deur 26.

(e) Indien 'n werknemer se diens beëindig word net voor een van die statutêre openbare vakansiedae wat tussen 15 Desember van elke jaar en 14 Januarie van die daaropvolgende jaar val, is hy geregtig tot besoldiging vir sulke vakansiedae; met dien verstande dat hulle binne 'n verlengde tydperk val wat soos volg bereken word:—

Een werkdag t.o.v. elke voltooide maand diens (bereken van 15 Desember van die voorafgaande jaar af, of van die datum van indiensneming af, watter ook al die kortste is) moet gevoeg word by die datum waarop die werknemer se diens eindig en indien 'n statutêre openbare vakansiedag binne so 'n bykomende tydperk val, moet die werknemer besoldig word t.o.v. elke sodanige vakansiedag teen minstens die weeklikse loon wat hy net voor die datum van diensbeëindiging ontvang het, gedeel deur vyf; met dien verstande dat as sodanige statutêre openbare vakansiedag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op so 'n dag van toepassing is nie.

(8) *Sundays, and all Statutory Public Holidays and May Day.*—

(i) *Sundays.*—Time worked on a Sunday shall not be deemed to be part of the ordinary hours of work or overtime but shall be paid for at the following rates:—

(a) In the case of an employee other than a casual employee, double the weekly remuneration prescribed in clause 4 (1) (a) for an employee of his class divided by five for each day or part thereof worked;

(b) in the case of a casual employee, double the remuneration prescribed in clause 4 (1) (b) for each day or part thereof worked.

(ii) *Statutory Public Holidays and May Day.*—Time worked on any of the Statutory Public Holidays referred to in clause 7 (5) or on May Day shall be paid for at the following rates:—

(a) In the case of an employee other than a casual employee, at his ordinary rate of remuneration in respect of each hour or part of an hour worked, in addition to one day's pay in terms of clause 7 (5);

(b) in the case of a casual employee, double the remuneration prescribed in clause 4 (1) (b) for each day or part thereof worked;

provided that this shall not apply in respect of any statutory public holiday or May Day falling on a Saturday, in which case the payment due shall be in accordance with the provisions of sub-clause (7) of this clause.

(9) *Savings.*—The provisions of this clause shall not apply to a traveller, sample boy or night watchman; the provisions of sub-clauses (3), (4) and (6) shall not apply to a male employee engaged in emergency work.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Subject to the provisions of sub-clauses (2) and (3) of this clause all employees shall be granted annual leave due to them between the 15th December each year and the 14th January of the following year as follows:—

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

(b) When any statutory public holiday falls within the period during which the establishment is closed for the annual holiday period, a further day's leave with full pay (including cost of living allowance) shall be added to the said period of two consecutive weeks in respect of each such day; provided that if any such statutory public holiday falls on a Saturday, the provisions of this paragraph shall not apply in respect of such day.

(c) Any employee who on the 15th December of any year has not completed twelve (12) months continuous employment with his employer and whose employment has not been terminated shall be paid—

(i) for each completed week of employment in that year up to the 15th December not less than the weekly remuneration he was receiving on the said 15th December divided by twenty-six;

(ii) for any statutory Public holiday which falls within the period during which the establishment is closed for the annual holiday period, an amount equal to the weekly remuneration which he was receiving on the day the establishment closed for the annual holiday period divided by five; provided that if any such statutory public holiday falls on a Saturday the provisions of this sub-paragraph shall not apply in respect of such day.

(d) Upon termination of employment an employee shall be paid in respect of each completed week of employment calculated from the 15th December of the previous year or the date of engagement, whichever is the shorter period, not less than the weekly remuneration he was receiving immediately before termination of service divided by twenty-six.

(e) Where an employee's service terminates immediately before any of the statutory public holidays falling between the 15th December of each year and the 14th January of the following year, he shall be entitled to payment for such public holidays; provided they fall within an extended period calculated as follows:—

One working day in respect of each completed month of service (calculated from the 15th December of the previous year or from date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any statutory public holiday falls within such added period, the employee shall be paid in respect of each such holiday not less than the weekly remuneration he was receiving immediately prior to date of termination of service divided by five; provided that if any such statutory public holiday falls on a Saturday the provisions of this paragraph shall not apply in respect of such day.

(2) 'n Werkgewer en sy arbeider kan onderling ooreenkom dat jaarlikse verlof in die loop van 'n diens tydperk van hoogstens twee agtereenvolgende jare ophoop.

(3) 'n Werkgewer kan met sy klerklike werknemers en nagwagte onderling ooreenkom om hul twee agtereenvolgende weke verlof jaarliks te neem op 'n tyd wat nie tussen 15 Desember en die daaropvolgende 14 Januarie val nie en in daardie geval is onderstaande voorwaardes van toepassing:—

(a) Die verlof moet op 'n tydstop toegestaan word wat deur die werkgewer vasgestel is; met dien verstande dat—

- (i) 'n werkgewer sy werknemer kan verplig om sy jaarlikse verlof voor die einde van die diensjaar waarop dit betrekking het, te neem;
- (ii) indien sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande voor die end van die jaar waarop dit betrekking het, toegestaan moet word;
- (iii) indien 'n statutêre openbare vakansiedag of Meidag binne die tydperk van sodanige verlof val, nog 'n dag verlof met volle besoldiging (met inbegrip van lewenskostetoelae) by die twee weke jaarlikse verlof gevoeg moet word t.o.v. elke sodanige openbare vakansiedag of Meidag; met dien verstande dat as so 'n statutêre openbare vakansiedag of Meidag op 'n Saterdag val, die bepalings van hierdie paragraaf nie op so 'n dag van toepassing is nie.

(b) 'n Werknemer wie se dienskontrak eindig—

(a) in die eerste jaar diens by dieselfde werkgewer voor die voltooiing van die diensjaar;

(b) in 'n daaropvolgende diensjaar by dieselfde werkgewer voor die end van die diensjaar;

moet by die beëindiging t.o.v. elke voltooide week diens besoldig word teen minstens die weeklikse besoldiging waartoe hy net voor die datum van beëindiging geregtig was, gedeel deur ses-en-twintig.

(4) 'n Werknemer wat kragtens die bepalings van hierdie klousule tot verlof geregtig geword het en wie se diens tydperk voor sodanige verlof toegestaan is, moet by die beëindiging t.o.v. elke week daarvan besoldig word teen minstens die weeklikse besoldiging wat hy net voor die datum van die beëindiging ontvang het.

(5) *Alle statutêre openbare vakansiedae en Meidag.*—Benewens die jaarlikse verlof, voorgeskryf in hierdie klousule, is 'n werknemer, uitgesonderd 'n los werknemer of nagwag, geregtig tot en moet verlof aan hom toegestaan word op alle statutêre openbare vakansiedae en Meidag, en moet 'n bedrag van minstens een-vyfde van die weeklikse besoldiging aan hom betaal word wat hy onmiddellik voor dié dag t.o.v. elke sodanige dag ontvang het; met dien verstande dat as die behoeftes van die bedryf dit vereis, 'n werknemer verplig kan word om op sulke dae te werk; en voorts met dien verstande dat as een van die vakansiedae of Meidag op 'n Saterdag val, die bepalings van hierdie subklousule nie t.o.v. so 'n dag van toepassing is nie.

(6) Vir die toepassing van hierdie klousule omvat die uitdrukking—

(a) „dieselfde werkgewer”, ingeval die besigheid verkoopt word, uitgesonderd 'n insolvente besigheid, die nuwe eienaar van die besigheid vir die tydperk wat die nuwe eienaar die besigheid waarin die betrokke werknemer in diens is, voortsit; en

(b) „diens”, elke tydperk of tydperke, wat 'n werknemer—

- (i) kragtens subklousules (1), (2) en (3) met verlof afwesig is;
- (ii) verplig word om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (iii) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (iv) kragtens klousule 8 met siekteverlof afwesig is; wat tesame hoogstens tien weke in 'n jaar beloop en beskou word dat dit—

(a) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms ingevolge die Ooreenkoms tot verlof geregtig geword het wat by Goewermentskennisgewing No. 1698 van 25 Julie 1952 bekendgemaak is, of kragtens enige vrystelling van die bepalings van genoemde Ooreenkoms, wat deur die Raad verleë is, op die datum begin waarop so 'n werknemer tot verlof geregtig geword het kragtens genoemde Ooreenkoms of vrystelling;

(b) in die geval van 'n werknemer wat voor die aanvangsdatum van hierdie Ooreenkoms in diens was, wat in bogenoemde subparagraaf (a) genoem word en op wie genoemde Ooreenkoms van toepassing is, maar wat nie tot die verlof kragtens die bepalings daarvan geregtig geword het nie of kragtens enige vrystelling van die bepalings van genoemde Ooreenkoms, wat deur die Raad verleë is, op die datum begin waarop sodanige diens 'n aanvang geneem het;

(c) in die geval van enige ander werknemer, op die datum begin waarop die werknemer by sy werkgewer in diens getree het of, na gelang van die jongste datum, vanaf die inwerkingtreding van hierdie Ooreenkoms;

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

(2) An employer and his labourer may agree that annual leave be accumulated over a period of service of not more than two consecutive years.

(3) An employer may make mutual arrangements with his clerical employees and night watchmen to take their two consecutive weeks' annual leave at a period other than between the 15th December and the ensuing 14th January, and in that event the following conditions shall apply:—

(a) The leave shall be granted at a time to be fixed by the employer; provided that—

- (i) an employer may require his employee to take his annual leave before the completion of the year of employment to which it relates;
- (ii) if such leave has not been granted earlier it shall be granted within two months of the completion of the year to which it relates;
- (iii) if any statutory public holiday or May Day falls within the period of such leave a further day's leave on full pay (including cost of living allowance) shall be added to the two weeks' annual leave in respect of each such public holiday or May Day; provided that if any such statutory public holiday or May Day falls on a Saturday the provisions of this paragraph shall not apply in respect of such day.

(b) An employee whose contract of employment terminates—

(a) in the first year of employment with the same employer before the completion of such year;

(b) in any subsequent year of employment with the same employer before the completion of such year;

shall upon termination, be paid in respect of each completed week of employment not less than the weekly remuneration which he was receiving immediately before the date of such termination divided by twenty-six.

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

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

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

(a) “the same employer” includes in the case of the sale of a business other than an insolvent business, the new owner of the business, for the period during which such new owner continues to carry on the business in which the employee concerned is employed; and

(b) “employment” shall be deemed to include any period or periods during which an employee is—

- (i) absent on leave in terms of sub-clauses (1), (2) and (3);
- (ii) required to undergo training under the South Africa Defence Act, 1912;
- (iii) absent from work on the instructions or at the request of his employer;
- (iv) absent on sick leave in terms of clause 8;

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

(a) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of the Agreement, published under Government Notice No. 1698, dated the 25th July, 1952, or in terms of any exemption granted by the Council from the provisions of the said Agreement from the date on which such employee became entitled to such leave under the said Agreement or exemption;

(b) in the case of an employee who was in employment before the date of commencement of the Agreement referred to in sub-paragraph (a) above and to whom the said Agreement applied but who had not become entitled to leave in terms thereof or in terms of any exemption granted by the Council from the provisions of the said Agreement from the date on which such employment commenced;

(c) in the case of any other employee, from the date such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later;

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.

(7) Die tydperk van jaarlikse verlof wat in hierdie klousule voorgeskryf is, mag nie saamval met 'n tydperk waarin die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie.

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet sy werknemer wat na twee maande diens by hom van sy werk afwesig is weens ongeskiktheid, altesaam tien werkdag siekteverlof gedurende 'n jaar diens by hom toestaan en moet hom t.o.v. die tydperk van afwesigheid ingevolge hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het; met dien verstande dat—

- (i) 'n werkgewer as 'n vooropgestelde voorwaarde dat hy 'n bedrag moet betaal wat 'n werknemer t.o.v. 'n tydperk van afwesigheid van meer as twee dae weens ongesteldheid geëis het, kan eis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongesteldheid uiteensit;
- (ii) as daar kragtens 'n ooreenkoms tussen die werkgewer en sy werknemers of tussen 'n werkgewer en 'n behoorlik geregistreerde vakvereniging 'n siektebystand- of voorsorgfonds in 'n inrigting bestaan of gestig gaan word, waaraan die werkgewer t.o.v. elkeen van sy werknemers 'n bedrag bydra van minstens die bedrag wat die werknemer betaal of moet betaal, en uit welke fonds 'n werknemer in die geval van afwesigheid van werk weens siekte of ongeval, geregtig is om t.o.v. so 'n afwesigheid of afwesighede altesaam in 'n jaar minstens 'n bedrag te ontvang wat gelyk is aan sy volle loon vir vier weke, by afwesigheid of afwesighede onder omstandighede wat wesenlik vir die werknemer nie minder gunstig as hierdie bepaling is nie, die bepalinge van hierdie klousule nie van toepassing is nie;
- (iii) as 'n werkgewer by wet verplig word om geld te betaal vir hospitaal- of geneeskundige behandeling t.o.v. 'n werknemer en hy dié geld betaal, die bedrag aldus betaal, afgetrek kan word van die besoldiging verskuldig t.o.v. ongesteldheid ingevolge hierdie klousule;
- (iv) as 'n werkgewer t.o.v. 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, verplig is om 'n werknemer kragtens enige ander wet sy volle loon te betaal, en hy die loon aldus betaal, die bepalinge van hierdie klousule nie van toepassing is nie.

(2) Vir die toepassing van hierdie klousule het die uitdrukking „dieselfde werkgewer” en „diens” dieselfde betekenis as in klousule 7 (6).

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

9. UNIFORMS.

'n Werkgewer wat sy werknemer verplig om 'n uniform, oorpak of voorskoot te dra, moet dit kosteloos verskaf en dit bly die eiendom van die werkgewer. Die werkgewer moet die koste in verband met die was en stryk van uniforms dra.

10. BESTAANDE KONTRAKTE.

Enige dienskontrak wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, of wat na daardie datum gesluit word, is onderworpe aan die bepalinge van hierdie Ooreenkoms.

11. VERBOD OP INDIENSNEMING VAN PERSONE ONDER VYFTIEN JAAR.

'n Werkgewer mag geen persoon onder die ouderdom van vyftien jaar in diens neem nie.

12. GETALLEVERHOUDING.

(1) *Chemie-technikus.*—'n Werkgewer mag nie 'n leerling-chemie-technikus in diens neem nie tensy hy 'n gekwalifiseerde chemie-technikus in sy diens het, en vir elke gekwalifiseerde chemie-technikus in sy diens kan hoogstens een ongekwalifiseerde chemie-technikus deur hom in diens geneem word; met dien verstande dat 'n chemikus of apteker en drogis vir die toepassing van hierdie subklousule as 'n gekwalifiseerde chemie-technikus beskou kan word.

(2) *Versendingsklerk.*—'n Werkgewer moet 'n gekwalifiseerde versendingsklerk in diens hê voordat hy 'n ongekwalifiseerde versendingsklerk in diens neem en hy kan hoogstens drie ongekwalifiseerde versendingsklerke in diens neem vir elke gekwalifiseerde versendingsklerk in sy diens.

(3) *Klerklike werknemer, vroulik.*—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike klerklike werknemer in diens neem nie tensy hy 'n gekwalifiseerde vroulike of manlike klerklike werknemer in diens het, en vir elke gekwalifiseerde vroulike klerklike werknemer in sy diens kan hy hoogstens een ongekwalifiseerde vroulike klerklike werknemer in diens neem.

(4) *Klerklike werknemer, manlik.*—'n Werkgewer mag nie 'n ongekwalifiseerde manlike klerklike werknemer in diens neem nie tensy hy 'n gekwalifiseerde manlike klerklike werknemer in diens het en vir elke gekwalifiseerde manlike klerklike werknemer in sy diens kan hy hoogstens een ongekwalifiseerde vroulike of manlike klerklike werknemer in diens neem.

(5) *Werknemer, graad I.*—'n Werkgewer mag nie 'n ongekwalifiseerde werknemer, graad I, in diens neem nie tensy hy 'n gekwalifiseerde werknemer, graad I, in diens het en vir elke bykomende twee gekwalifiseerde werknemers, graad I, in sy diens kan hy hoogstens een ongekwalifiseerde werknemer, graad I, in diens neem.

(7) The period of annual leave prescribed in this clause shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912.

8. SICK LEAVE.

(1) An employer shall grant to his employee, who after two months' employment with him is absent from work through incapacity, ten work days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the remuneration he would have received had he worked during such period; provided—

- (i) that an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any period of absence in excess of two days owing to incapacity, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;
- (ii) that where in any establishment there exists or may be established by virtue of an agreement between an employer and his employees or between the employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is in case of absence or absences from work on account of incapacity entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for four weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee and pays such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause;
- (iv) that if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, and he so pays such wages, the provisions of this clause shall not apply.

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

(3) Sick leave and annual leave shall not run concurrently.

9. UNIFORMS.

An employer who requires his employee to wear a uniform, overall or apron shall provide it free of charge, and it shall remain the property of the employer. The expense of laundering uniforms shall be borne by the employer.

10. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequently to such date shall be subject to the provisions of this Agreement.

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

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

12. PROPORTION OR RATIO.

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

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

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

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

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

(6) Vir die toepassing van hierdie klousule kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer doen, as 'n gekwalifiseerde werknemer in dié klas beskou word, en 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas en gebied ontvang, kan as 'n gekwalifiseerde werknemer beskou word.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis vir beëindiging van die dienskontrak gee, of 'n werkgewer kan die dienskontrak beëindig deur die werknemer 'n bedrag van minstens die weeklikse besoldiging te betaal wat die werknemer onmiddellik voor die datum van diensbeëindiging ontvang het; met dien verstande dat dit nie onderstaande raak nie:—

- (i) Die reg van 'n werkgewer of van 'n werknemer om die dienskontrak sonder kennisgewing te beëindig om 'n rede wat wetlik as voldoende erken word;
- (ii) 'n ooreenkoms tussen die werkgewer en werknemer wat voorsiening maak vir 'n tydperk van kennisgewing waarvoor gelyke duur vir albei partye en vir langer as een week;

voorts met dien verstande dat as 'n ooreenkoms ingevolge paragraaf (ii) aangegaan is, die besoldiging in plaas van kennisgewing in verhouding tot die tydperk van kennisgewing waartoe ooreengekom is, moet wees.

(2) Die kennisgewing wat in subklousule (1) genoem is mag nie met die jaarlikse of siekteverlof saamval nie.

(3) Die kennisgewing wat in subklousule (1) genoem is, moet met ingang van die gewone betaaldag van die inrigting gegee word.

(4) Die bepalinge van hierdie klousule is nie van toepassing op 'n werknemer wat vir 'n proeftydperk van hoogstens veertien dae in diens is nie.

14. PREMIES.

'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

15. DIENSSERTIFIKATE.

'n Werkgewer moet by die beëindiging van die dienskontrak van 'n lid van enige klas van sy werknemers, uitgesonderd 'n los werknemer, 'n dienssertifikaat aan die werknemer uitreik wat die volgende meld:—

- (a) Die naam en adres van die werkgewer voluit;
- (b) die naam van die werknemer voluit;
- (c) die beroep van die werknemer;
- (d) die aanvangsdatum van die dienskontrak;
- (e) die datum van die beëindiging van die dienskontrak;
- (f) die skaal van besoldiging op die datum van beëindiging.

16. VRYSTELLING.

(1) Die Raad kan weens ouderdom of swaakteit of om enige goeie en voldoende rede vrystelling van enigen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling van klousule 6 (2) (iii) van hierdie Ooreenkoms verleen word nie, uitgesonderd vir die doel om vroulike werknemers toe te laat om werk te verrig wat deur 'n noodtoestand genoodsaak word, of wat nodig kan wees om te voorkom dat grondstowwe wat onderhewig is aan vinnige ontbinding, in die loop van prosesbewerking verlore gaan.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ingevolge subartikel (1) van hierdie artikel verleen word, die voorwaardes waarop vrystelling verleen word en die tydperk waarvoor daardie vrystelling van krag is, vasstel; met dien verstande dat die Raad na goeie dunnke en met een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingsertifikaat kan herroep, of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalinge van hierdie artikel verleen word, 'n sertifikaat wat deur hom onderteken is, uitreik, wat vermeld:—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig die bepalinge van subartikel (2) van hierdie artikel vasgestel is en waarvan die vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

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

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

17. RAADFONDS.

Voorsiening vir die fondse van die Raad wat by die Raad berus en deur hom beheer word, word soos volg gemaak:—

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke daaropvolgende betaaldag, moet elke werkgewer drie pennies aftrek van die loon van elkeen van

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice to terminate the contract of employment or an employer may terminate the contract of employment by paying the employee an amount not less than the weekly remuneration which the employee was receiving immediately before the date of such termination; provided that this shall not affect—

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

provided further, that if an agreement has been entered into in terms of paragraph (ii) the payment by the employer in lieu of notice shall be proportionate to the period of notice agreed upon.

(2) The notice referred to in sub-clause (1) shall not run concurrently with annual leave or sick-leave.

(3) The notice referred to in sub-clause (1) shall be given so as to take effect from the usual pay-day of the establishment.

(4) The provisions of this clause shall not apply to an employee who is engaged on trial for a period not exceeding fourteen days.

14. PREMIUMS.

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

15. CERTIFICATES OF SERVICE.

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

- (a) the full name and address of the employer;
- (b) the full name of the employee;
- (c) the occupation in which the employee was engaged;
- (d) date of commencement of contract of employment;
- (e) date of termination of contract of employment;
- (f) rate of remuneration at the date of such termination.

16. EXEMPTIONS.

(1) The Council may, on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from clause 6 (2) (iii) of this Agreement except for the purpose of allowing female employees to perform work which is necessitated by an emergency or which is necessary to prevent the loss of raw materials in the course of treatment, which are subject to rapid deterioration.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-section (1) of this section the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted, has expired.

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

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

(4) The Secretary of the Council shall—

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

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

17. COUNCIL FUNDS.

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

On the first pay day after this Agreement comes into operation and on each pay day thereafter, threepence shall be deducted by each employer from the wages of each of his

sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag wat aldus afgetrek word, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet deur laasgenoemde maandeliks en op of voor die 15de dag van elke maand aan die Sekretaris van die Raad gestuur word, saam met 'n staat wat die volgende aantoon:—

- (a) Die naam en adres van die werkgever;
- (b) die tydperk waarop die bedrag betrekking het;
- (c) die aantal werknemers wat gedurende die betrokke tydperk in diens was;
- (d) die totale bedrag wat vir die betrokke tydperk van die werknemers afgetrek is;
- (e) die werkgever se bydrae ingevolge hierdie bepaling;
- (f) totale bedrag.

18. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om uitvoering te gee aan die bepalings van hierdie Ooreenkoms.

Elke werkgever en elke werknemer is verplig om dié agente toe te laat om navrae te doen en boeke en/of dokumente te ondersoek en om persone te ondervra wat vir hierdie doel nodig kan wees.

19. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale, in die vorm wat in die regulasies ingevolge die Wet voorgeskryf is, in sy inrigting vertoon hou op 'n plek wat vir sy werknemer maklik toeganklik is.

20. LEWENSKOSTETOELAE.

Bo en behalwe enige ander besoldiging waartoe 'n werknemer geregtig is, moet sy werkgever hom terselfdertyd as wat die werknemer gewoonlik sy ander besoldiging ontvang, 'n lewenskostoelae betaal ooreenkomstig die bepalings van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of wat in ander wetgewing voorgeskryf word.

21. VAKVERENIGINGLEDEGELD.

Op die skriftelike versoek van sy werknemer kan 'n werkgever 'n bedrag of bedrae weekliks van sy werknemer se besoldiging aftrek wat in so 'n skriftelike versoek genoem word en wat aan die fondse van die vakvereniging betaal moet word, en die bedrag of bedrae wat aldus afgetrek word, op of voor die 15de dag van elke maand waarin die afrekkings gemaak word, aan die Sekretaris van genoemde vakvereniging stuur.

Namens die partye op hede die 15de dag van Julie 1953 in Kaapstad onderteken.

D. J. KINLAY,
Voorsitter van die Raad.
JOHN GOMAS,
Ondervoorsitter van die Raad.
J. C. LESSING,
Assistent-sekretaris van die Raad.

* No. 2052.] [18 September 1953.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

CHEMIKALIEËNYWERHEID (KAAP).

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en die kennisgewing in verband met die chemikalieënywerheid, gepubliseer by Goewermentskennisgewing No. 2051 van 18 September 1953 vir die persone wie se werke daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

employees for whom minimum wages have been prescribed in this Agreement. The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council month by month and not later than the 15th day of each month together with a statement showing—

- (a) name and address of the employer;
- (b) the period in respect of which the amount relates;
- (c) the number of employees employed during the period concerned;
- (d) the total amount deducted from the employees for the period concerned;
- (e) the employer's contribution in terms hereof;
- (f) total amount.

18. AGENTS.

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

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

19. EXHIBITION OF AGREEMENT.

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

20. COST OF LIVING ALLOWANCE.

In addition to any other remuneration to which an employee is entitled his employer shall pay to him at the same time the employee ordinarily received his other remuneration a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time, or as may be prescribed in any other enactment.

21. TRADE UNION SUBSCRIPTIONS.

An employer may, at the written request of his employee, make deductions weekly from the employee's remuneration of any amounts of subscription specified in such request, to the funds of the trade union and shall forward the amount or amounts deducted to the Secretary of the said trade union not later than the 15th day of each month immediately succeeding that during which such deductions were made.

Signed at Cape Town on behalf of the parties this 15th day of July, 1953.

D. J. KINLAY,
Chairman of the Council.
JOHN GOMAS,
Vice-Chairman of the Council.
J. C. LESSING,
Assistant Secretary of the Council.

* No. 2052.] [18 September 1953.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

CHEMICAL INDUSTRY (CAPE).

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Chemical Industry, published under Government Notice No. 2051 of the 18th September, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

Koop Unie-leningssertifikate

Buy Union Loan Certificates