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

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1915.] [23 September 1955.
NYWERHEID-VERSOENINGSWET, 1937.

CHEMIKALIËNYWERHEID (WITWATERSRAND EN PRETORIA).

Ek, JOHANNES DE KLERK, 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 verskyn, en op die Chemikaliënywerheid betrekking het, van 1 Oktober 1955 af en vir die tydperk wat op 30 Junie 1957 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasie of vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 16 en 20 en 21 van genoemde Ooreenkoms vervat, van 1 Oktober 1955 af en vir die tydperk wat op 30 Junie 1957 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte Johannesburg [uitgesonderd Gedeelte No. 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat die eiendom is van die African Explosives and Chemical Industries, Ltd., kragtens Transportakte No. 18558/1947; groot 7.0866 morge, sien Kaart S.G. No. A. 39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Ltd., groot 74 morge 568 vierkant roede en 8 morge 322 vierkant roede, sien onderskeidelik Kaarte S.G. Nos. A. 4295/12 en A. 2216/90), Boksburg, Springs en Pretoria; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 3 tot en met 16 en 20 en 21 van genoemde Ooreenkoms vervat, van 1 Oktober 1955 af en vir die tydperk wat op 30 Junie 1957 eindig, in die magistraatsdistrikte Johannesburg [uitgesonderd Gedeelte No. 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat die eiendom is van die African Explosives and Chemical Industries, Ltd., kragtens Transportakte No. 18558/1947, groot

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1915.] [23 September 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

CHEMICAL MANUFACTURING INDUSTRY (WITWATERSRAND AND PRETORIA).

I, JOHANNES DE KLERK, 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 Manufacturing Industry, shall be binding from the 1st October, 1955, and for the period ending the 30th day of June, 1957, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that 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 16 (inclusive) and 20 and 21 of the said Agreement shall be binding from the 1st October, 1955, and for the period ending the 30th day of June, 1957, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8, owned by Messrs. African Explosives and Chemical Industries, Ltd., under Deed of Transfer No. 18558/1947, measuring 7.0866 morgen, *vide* Diagram S.G. No. A. 39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18, owned by Messrs. African Explosives and Chemical Industries, Ltd., measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. Nos. A. 4295/12 and A. 2216/90 respectively) and Boksburg, Springs and Pretoria; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8, owned by Messrs. African Explosives and Chemical Industries, Ltd., under Deed of Transfer No. 18558/1947, measuring 7.0866 morgen, *vide* Diagram S.G. No. A. 39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19, and Portion

7.0866 morge, sien Kaart S.G. No. A. 39994/46], Germiston (uitgesonderd die plase Modderfontein No. 3 en Klipfontein No. 19, en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom is van African Explosives and Chemical Industries, Ltd., groot 74 morge 568 vierkant roede en 8 morge 322 vierkant roede, sien onderskeidelik Kaarte S.G. Nos. A. 4295/12 en A. 2216/90), Boksburg, Springs en Pretoria, *mutatis mutandis* van toepassing is op persone wat nie by die omskrywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

J. DE KLERK,

Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE TRANSVAALSE CHEMIKALIEËNYWERHEID.

OOREENKOMS

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

Transvaal Chemical Manufacturers' Association

(hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die eenkant, en die

Chemical Workers' Union

(hieronder „die werknemers” of „die vakvereniging” genoem) aan die ander kant wat die partye is by die Nywerheidsraad vir die Transvaalse Chemicaleënywerheid.

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers in die chemikalieënywerheid en deur alle werknemers wat lede van die vakvereniging is en in die Nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word in die magistraatsdistrikte Johannesburg (uitgesonderd Gedeelte No. 25 of 'n deel daarvan) van die plaas Klipspruit No. 8, wat behoort aan African Explosives and Chemical Industries, Bpk., kragtens Oordragakte No. 18558/1947 en 7.0866 morge groot is, sien Diagram S.G. No. A. 39994/46], Germiston (uitgesonderd die plaas Modderfontein No. 3 en Klipfontein No. 19, en Gedeelte A en deel van die plaas Zuurfontein No. 18, wat die eiendom is van African Explosives and Chemical Industries, Bpk., en onderskeidelik 74 morge 568 vk. roede en 8 morge 322 vk. roede groot is. Sien onderskeidelik Diagramme S.G. Nos. A. 4295/12 en A. 2216/90) en Boksburg, Springs en Pretoria.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid, kragtens subartikel (1) van artikel agt-en-veertig van die Wet vasstel en bly van krag tot 30 Junie 1957 of vir 'n tydperk wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukings wat in hierdie Ooreenkoms gebruyk is en in die Nywerheid-versoeningswet, 1937, omskryf word, dieselfde betekenis as in daardie Wet, en elke verwysing na die Wet omvat elke wysiging daarvan; woorde wat die manlike geslag aandui omvat ook vrouens; voorts, tensy dit strydig met die samehang is, beteken—

- „assistent-kleurpasser en/of -verfmaker”, 'n werknemer wat die kleurpasser en/of verfmaker by die nakoming van sy pligte onder sy toesig behulpsaam is;
- „assistent-kleurpasser en/of -verfmaker, ongekwalifiseer”, 'n assistent-kleurpasser en/of -verfmaker met minder as 12 maande ondervinding;
- „assistent-voorman”, 'n werknemer wat die voorman by die nakoming van sy pligte behulpsaam is en wat in sy afwesigheid vir hom waarneem;
- „assistent-vernismaker”, 'n werknemer wat onder die toesig van 'n vernismaker, hom in enigeen van die vernismaak-prosesse behulpsaam is;
- „ketelbediener”, 'n werknemer wat onder toesig verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in 'n ketel en wat die vuur in sodanige ketel kan stook, uittrek, hark of opbreek;
- „baasjong, of spanopsigter”, 'n werknemer wat verantwoordelik is vir 'n span arbeiders;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- „onderbaas of ploegbaas”, 'n werknemer wat in beheer oor 'n groep graad I-werknemers is en wat ook in beheer oor arbeiders kan wees;
- „Chemicaleënywerheid” of „Nywerheid”, die Nywerheid waarin werkgewers en werknemers geassosieer is vir die voorbereiding en/of vervaardiging en/of in bottels verpak en/of toedraai en/of verpakking van een of meer van onder-

A and portion of the farm Zuurfontein No. 18, owned by Messrs. African Explosives and Chemical Industries, Ltd., measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. Nos. A. 4295/12 and A. 2216/90 respectively) and Boksburg, Springs and Pretoria, and from the 1st October, 1955, and for the period ending the 30th day of June, 1957, the provisions contained in clauses 3 to 16 (inclusive) and 20 and 21 of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression “employee”, contained in section one of the said Act.

J. DE KLERK,

Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY.

AGREEMENT

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

Transvaal Chemical Manufacturers' Association

(hereinafter called “employers” or the “employers' organisation”), of the one part, and the

Chemical Workers' Union

(hereinafter called the “employees” or the “trade union”), of the other part,

being parties to the Industrial Council for the Transvaal Chemical Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers who are engaged in the Chemical Manufacturing Industry and by all employees who are members of the trade union and are employed in the industry, and for whom wages are prescribed in this Agreement, in the Magisterial Districts of Johannesburg [excluding Portion No. 25 (of portion of that portion) of the farm Klipspruit No. 8, owned by Messrs. African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7.0866 morgen, *vide* Diagram S.G. No. A.39994/46], and Germiston (with the exclusion of the farms Modderfontein No. 3 and Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18, owned by Messrs. African Explosives and Chemical Industries, Ltd., measuring 74 morgen 568 square roods and 8 morgen 322 square roods, *vide* Diagrams S.G. Nos. A.4295/12 and A.2216/90, respectively) and Boksburg, Springs and Pretoria.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act and shall continue in force until 30th June, 1957, or for such 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, 1937, shall have the same meaning as in that Act, and any reference to the Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context—

- “assistant colour matcher and/or paint maker” means an employee, who, under the supervision of a colour matcher and/or paint maker, assists him in the execution of his duties;
- “assistant colour matcher and/or paint maker unqualified” means an assistant colour matcher and/or paint maker who has had less than twelve months experience.
- “assistant foreman” means an employee who assists the foreman in the performance of his duties and who acts for him during his absence;
- “assistant varnish maker” means an employee who, under the supervision of a varnish maker, assists him in any of the varnish making processes;
- “boiler attendant” means an employee who, under supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may stoke, draw, rake or slice the fire in such boiler;
- “boss boy or ganger” means an employee who is in charge of a group of labourers;
- “casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- “chargehand or team supervisor” means an employee who is in charge of a group of Grade I employees and who may also be in charge of labourers;
- “Chemical Manufacturing Industry” or “Industry” means the industry in which employers and employees are associated for the purpose of carrying on the preparation and/or manufacture and/or bottling and/or wrapping and/or packing

staande stowwe (afgesien van die groepe waarin hulle voorkom) in inrigtings wat, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of geregistreer moet wees, nl.:—

Group A.—Skryfink, kantoorgom.

Group B.—Remvloeistof, dubbin, emalje, lakvernis, verf, politoer, blousel, wassoda, ammoniak, bensien, bytsoda, maar uitgesonderd die voorbereiding en/of vervaardiging en/of in bottels verpak en/of toedraai en/of verpakking van ammoniak en/of bensien en/of bytsoda deur die vervaardiger daarvan.

Group C.—Kiemwerende middels, skoonheids-, reukverwyderings-, ontsmettings- en geurmiddels, insekdoders, medisyne, parfüm en reukwerk, artsnykundige middels en toiletpreparate;

- „chemietegnikus”, ’n werknemer, uitgesonderd ’n apteker en drogis of ’n chemikus, wat chemiese werk doen en minstens 6 jaar ondervinding het;
- „chemietegnikus, ongekwalifiseer”, ’n chemietegnikus met minder as 6 jaar ondervinding;
- „chemiese werksaamhede”, die verrigting van chemiese werk, die ontwerp en aanpas van formules vir stowwe of die ontledingskontrole van die chemiese bewerking van grondstowwe, halffabrikate of afgewerkte produkte;
- „klas A-inrigting”, ’n inrigting waarin een of meer van die stowwe wat in groep A van die omskrywing van „chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word;
- „klas B-inrigting”, ’n inrigting waarin een of meer van die stowwe wat in groep B van die omskrywing van „chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word;
- „klas C-inrigting”, ’n inrigting waarin een of meer van die stowwe wat in groep C van die omskrywing van „chemikalieënywerheid” genoem word, voorberei en/of vervaardig en/of in bottels verpak en/of toegedraai en/of verpak word; met dien verstande dat ’n inrigting waarin stowwe vervaardig word wat tot meer as een van bogenoemde klasse behoort, beskou word dat dit behoort tot die klas waarvoor die hoogste lone voorgeskryf word;
- „klerklike werknemer”, ’n werknemer wat skryf-, tik-, liasseer-, boekhou-, kosteberekenings- of rekenmeesterswerk of enige ander soort klerklike, sekretariele of rekenmeesterswerk doen, met inbegrip van ’n telefonis/te en ’n kassier, en wie se basiese salaris of loon nie meer as £60 per maand is nie;
- „klerklike werknemer, vroulike, gekwalifiseerde”, ’n vroulike klerklike werknemer met minstens 4 jaar ondervinding;
- „klerklike werknemer, vroulike, ongekwalifiseerde”, ’n vroulike klerklike werknemer met minder as 4 jaar ondervinding;
- „klerklike werknemer, manlike, gekwalifiseerde”, ’n manlike klerklike werknemer met minstens 5 jaar ondervinding;
- „klerklike werknemer, manlike, ongekwalifiseerde”, ’n manlike klerklike werknemer met minder as 5 jaar ondervinding;
- „kleurpasser en/of verfmaker”, ’n werknemer wat verantwoordelik is vir die vermenging, maal en/of kleur van verfmateriale ooreenkomstig vasgestelde standaarde, maar wat nie chemiese werk verrig; formules vir stowwe ontwerp en aanpas of ontledingskontrole van die chemiese bewerking van grondstowwe, halffabrikate en afgewerkte produkte uitoefen nie;
- „versendingklerk”, ’n werknemer wat verantwoordelik is vir die ontvang van goedere uit ’n stoor of pakhuis of van afdelings vir versending, en wat toesig kan hou oor die verpakking en/of bymekaarmaak van die goedere, die natel van pakkette en die weeg, merk of adresseer daarvan en dit sluit ’n stoorman of pakhuisopsigter in;
- „versendingsklerk, gekwalifiseer”, ’n versendingsklerk met minstens 6 jaar ondervinding;
- „versendingsklerk, ongekwalifiseer”, ’n versendingsklerk met minder as 6 jaar ondervinding;
- „dierevoertuigdrywer”, ’n werknemer wat ’n dierevoertuig dryf wat nie binne die fabrieksgrense gebruik word nie;
- „motorvoertuigdrywer”, ’n werknemer, uitgesonderd ’n monsterjong, drywer van ’n personeelmotor, motorfiets, bromponie, motordriewieler, of reisiger, wat ’n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat „’n motorvoertuig dryf” alle tye waarin gedryf word en enige tyd deur die drywer bestee aan werk in verband met die voertuig of die vrag en alle tye waarin hy verplig is om op sy pos te bly in gereedheid om te dryf;
- „motorfietsdrywer”, ’n werknemer wat ’n motorfiets, bromponie of ’n motordriewieler dryf waarvan die ongelaaide gewig hoogstens 500 lb. is en waarvan die dravermoë hoogstens 500 lb. is;
- „personeelmotordrywer”, ’n werknemer, uitgesonderd ’n monsterjong, wat ’n motorvoertuig dryf vir die vervoer van werkgewers, direkteure, bestuurders, personelede en/of werkmense, maar nie die vervoer van goedere, materiaal of toerusting wat aan die werkgewer behoort nie;
- „noodwerk”, alle werk wat weens oorsake soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van masjinerie, sonder verzuim verrig moet word;

of any one or more of the following commodities (irrespective of the groups in which they appear) is establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act, 1941, viz.:—

Group A.—Writing ink, office paste.

Group B.—Brake fluid, dubbin, enamels, lacquers, paints, polishes, washing blue, washing soda, ammonia, benzine, caustic soda, but excluding the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of ammonia, and/or benzine and/or caustic soda by the manufacturer thereof.

Group C.—Antiseptics, cosmetics, deodorants, disinfectants, flavouring essence, insecticides, medicinal products, perfumes and scents, pharmaceutical preparations, toilet preparations.

- „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 technician, unqualified”, means a chemical technician who has had less than six years’ experience;
- „chemical work” means the performance of chemical manipulations, the devising or adjusting of the formulae of substances, or the analytical control of the chemical processing of raw or semi-manufactured or finished products;
- „class A establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed by any one or more of the commodities included in Group A of the definition of „Chemical Manufacturing Industry”;
- „class B establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group B of the definition of „Chemical Manufacturing Industry”;
- „class C establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group C of the definition of „Chemical Manufacturing Industry”; provided that in the case of an establishment in which are manufactured commodities falling under more than one of the above classes of establishments, that establishment shall be deemed to be in the class for which the more or most favourable wage rates are prescribed;
- „clerical employee” means an employee who is engaged in writing, typing, filing, book-keeping, costing, accounting, or any other form of clerical, secretarial or accounting work, including a telephone operator and a cashier, and whose basic salary or wage does not exceed £60 per month;
- „clerical employee, female, qualified”, means a female clerical employee, who has had not less than four years’ experience;
- „clerical employee, female, unqualified”, means a female clerical employee who has had less than four years’ experience;
- „clerical employee, male, qualified”, means a male clerical employee who has had not less than five years’ experience;
- „clerical employee, male, unqualified”, means a male clerical employee who has had less than five years’ experience;
- „colour matcher and/or paint maker” means an employee who is responsible for the mixing, grinding and/or tinting of paint materials to set standards, but who does not perform chemical manipulations, the devising or adjusting of the formulae of substances or the analytical control of the chemical processing of the raw, or semi-manufactured or the finished product;
- „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 the assembling of such goods, the checking of packages and the weighing, marking or addressing thereof, and includes a storeman or warehouseman;
- „despatch clerk, qualified”, means a despatch clerk who has had not less than six years’ experience;
- „despatch clerk, unqualified”, means a despatch clerk who has had less than six years’ experience;
- „driver of an animal-drawn vehicle” is an employee who is engaged in driving an animal-drawn vehicle other than that used within the factory boundaries;
- „driver of a motor vehicle” means an employee other than a sample boy, driver of a staff car, motor cycle, motor scooter, motor tricycle, or traveller, who is engaged in driving a motor vehicle, and for the purpose of this definition „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- „driver of a motor cycle” means an employee who is engaged in driving a motor cycle, motor scooter or a motor tricycle, the unladen weight of which is not more than 500 lb., and the carrying capacity of which is not more than 500 lb.;
- „driver of a staff car” means an employee, other than a sample boy, who is engaged in driving a motor vehicle for the conveyance of employers, directors, managers, members of the staff and/or workmen, but not including the conveyance of goods, materials or equipment of the employer;
- „emergency work” means any work which, owing to causes such as fire, storm, accident, epidemic, act of violence, theft, or break-down of machinery, must be done without delay.

„inrigting”, elke perseel waarin die chemikaliënywerheid, soos omskryf, uitgeoefen word en wat, kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word;

„ondervinding”—

- (a) met betrekking tot 'n chemieteknikus, die totale tydperk of tydperke van 'n werknemer se diens in chemiese werk;
- (b) met betrekking tot 'n klerklike werknemer, die totale tydperke van 'n werknemer se diens in klerklike werk;
- (c) met betrekking tot 'n graad I-werknemer, die totale tydperk of tydperke van 'n werknemer se diens in die chemikaliënywerheid as graad I-werknemer;
- (d) met betrekking tot 'n versendingsklerk, die totale tydperk of tydperke van 'n werknemer se diens as 'n versendingsklerk in die chemikaliënywerheid;
- (e) met betrekking tot 'n handelsreisiger, die totale tydperk of tydperke van 'n werknemer se diens as handelsreisiger in enige nywerheid;
- (f) met betrekking tot 'n toetser, die totale tydperk of tydperke van 'n werknemer se diens as toetser in klas B-inrigtings;
- (g) met betrekking tot 'n assistent-kleurpasser en verfmaker, die totale tydperk of tydperke wat 'n werknemer as 'n assistent-kleurpasser en/of verfmaker in 'n klas B-inrigting gehad het;

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

„graad I-werknemer”, 'n werknemer wat nie elders in hierdie Ooreenkoms gespesifiseer is nie;

„graad I-werknemer, gekwalifiseer”—

- (a) in klas A- en B-inrigtings, 'n werknemer met minstens 12 maande ondervinding;
- (b) in klas C-inrigtings, 'n werknemer met minstens 3 jaar ondervinding;

„graad I-werknemer, ongekwalifiseer”—

- (a) in klas A- en B-inrigtings, 'n werknemer met minder as 12 maande ondervinding;
- (b) in klas C-inrigtings, 'n werknemer met minder as 3 jaar ondervinding;

„uurloon”—

- (a) in die geval van 'n los werknemer, die dagloon gedeel deur 8;
- (b) in die geval van enige ander werknemer, die weekloon wat ingevolge sy dienskontrak aan hom betaalbaar is gedeel deur die getal werkure per week waarvoor in genoemde kontrak ooreengekom is;

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

- (a) diere, houers, filterperse, meubels, masjinerie, installasie, persele, gereedskap of ander artikels was of skoonmaak;
- (b) filterperse oop- of toemaak en filterdoeke verwyder of terugplaas;
- (c) goedere of enige ander roerende eiendom van water aard ook, dra, skuif of opstapel (met inbegrip van die bediening van 'n nie-meganiese goederehyser);
- (d) kaste en riefelkarton-, veselbord- of soortgelyke houers met die hand inmeekaarsit;
- (e) op- of aflaai;
- (f) vuurmaak en aan die brand hou, afval en as verwyder;
- (g) bale, bottels, kaste, dromme of blikke oop- en toemaak (uitgesonderd deur middel van soldeerwerk);
- (h) insit van voerings in botteldeksels (uitgesonderd verdere aanmeekaarsit van deksels, kurke of proppe vir bottels);
- (i) krane en/of kleppe en/of steriliseertoestelle onder toesig van 'n voorman, assistent-voorman, werktuigkundige of onderhouer oop- of toemaak;
- (j) 'n handpomp bedien;
- (k) stowwe met die hand in elevators, vultregters, tenks, vate omhulpanne of ander houers of in maal-, meng-, vul-, raffineer- of tabletmasjiene invoer of -sif;
- (l) houers aan vul- of etiketteermasjiene voer en houers vul of etiketteer wanneer hulle met stowwe gevul word of stowwe bevat uitgesonderd medisyne vir mense of diere, toilet- en skoonheidsmiddels, parfuum, reukwerk, antiseptiese, reukverwyderings- en geurmiddels, smaakmiddels en kleurstof vir voedsel;

„establishment” means any premises in which the Chemical Manufacturing Industry, as defined is carried on and which are liable for registration under the Factories, Machinery and Building Work Act, 1941;

„experience” means—

- (a) in relation to a chemical technician the total period or periods of employment which an employee has had in chemical work;
- (b) in relation to a clerical employee, the total period or periods of employment which an employee has had as a clerical employee;
- (c) in relation to a grade I employee, the total period or periods of employment which an employee has had in the Chemical Manufacturing Industry as a grade I employee;
- (d) in relation to a despatch clerk, the total period or periods of employment which an employee has had in the Chemical Manufacturing Industry as a despatch clerk;
- (e) in relation to a traveller, the total period or periods of employment which an employee has had as a traveller in any industry;
- (f) in relation to a tester the total period or periods of employment which an employee has had in class B establishments as a tester;
- (g) in relation to an assistant colour matcher or paint maker, the total period or periods which an employee has had in a Class B establishment as an assistant colour matcher and/or paint maker.

„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 is responsible for the efficient performance of their duties;

„grade I employee” means an employee not elsewhere specified in this Agreement;

„grade I employee, qualified,” means—

- (a) in classes A and B establishments, an employee who has had not less than twelve months' experience;
- (b) in class C establishments, an employee who has had not less than three years' experience;

„grade I employee, unqualified,” means—

- (a) in classes A and B establishments, an employee who has had less than twelve months' experience;
- (b) in class C establishments, an employee who has had less than three years' experience;

„hourly wage” means—

- (a) in respect of a casual employee, the daily wage divided by eight;
- (b) in respect of an employee other than a casual employee the weekly wage payable to him in pursuance of his contract of employment divided by the number of working hours for the week agreed upon in the said contract;

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

- (a) Cleaning or washing animals, containers, filters presses, furniture, machinery, plant, premises, tools, utensils or other articles;
- (b) opening or closing filter presses or removing or replacing filter cloths;
- (c) carrying, moving or stacking goods, or other movable property of any description (including the operation of a non-mechanical goods lift);
- (d) assembling wooden boxes and corrugated or fibre board or similar containers by hand;
- (e) loading or unloading;
- (f) making or maintaining fibre, removing refuse or ashes;
- (g) opening or closing bales, bottles, boxes, drums or tins (other than by soldering);
- (h) inserting liners of discs in caps for bottles (but not including any other assembling of caps, corks or stoppers for bottles);
- (i) opening or closing cocks and/or valves and/or sterilizers under the supervision of a foreman, assistant foreman, mechanic or maintenance man;
- (j) operating a hand-pump;
- (k) feeding or sieving materials by hand into elevators or hoppers or into tanks, vats, coating pans, or other vessels or into grinding, mixing, filling, refining or tablet machines;
- (l) feeding containers into filling or labelling machines or filling or labelling containers where such containers are being filled with or contain materials or products other than medicinal preparations for human or animal uses, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants or essences, flavourings or colouring matter for foodstuffs;

- (m) bestanddele in vate of panne roer en/of graan of ander grondstowwe of halffabrikate omkeer;
- (n) houers verf;
- (o) bale, kiste, dromme of ander pakkies of houers brandmerk, merk, stempel, sjablone of etiketteer met geadresseerde of blanko etikette, uitgesonderd die uitsoek van sjablone en/of die inmeekaarsit van sjablone uit onderdele, daarvan;
- (p) materiale of produkte uitgesonderd medisyne vir mense of diere, toiletpreparate, skoonheidsmiddels, parfüm, reukwerk, antiseptiese, reukverwyderings-, geur- of smaakmiddels of kleurstof vir voedsel op 'n gestelde skaal afweeg;
- (q) rantsoene kook en/of tee of soortgelyke drank maak en/of bedien;
- (r) op afleweringswaens help;
- (s) in inrigtings van klasse A en B, artikels van dieselfde grootte en in dieselfde hoeveelhede een vir een of tesame verpak in houers wat spesiaal vir sulke artikels bedoel is.

In klas C-inrigtings, artikels van dieselfde grootte en in dieselfde hoeveelhede vir vervoer of aflewering verpak in houers wat spesiaal vir sulke artikels bedoel is (vir die toepassing van hierdie subparagraaf beteken die uitdrukking „artikels van dieselfde grootte en in dieselfde hoeveelhede vir vervoer of aflewering verpak” verpakking in houers wat nie deel van die artikel of artikels uitmaak nie);

- (t) houers met die hand vul en/of etiketteer in klas A en B-inrigtings;
- (u) houers vir massahoeveelhede vul en/of in massa op gestelde skale weeg (*L.W.* „massa” beteken enige hoeveelheid bo 25 lb. gewig in die geval van vaste stowwe en 4 gallon volume in die geval van vloeistowwe);
- (v) houers uitmekaarhaal vir hergebruik;
- (w) diere of voëls oppas en/of voer; voertuie oppas; diere inspan;
- (x) tuinmaak;

„onderhouer of handlanger”, ’n werknemer wat kleiner onderhoud- en/of herstelwerk aan geboue, installasie en masjinerie verrig;

„stukwerk”, ’n stelsel waarvolgens die werknemer se loon volgens die hoeveelheid of omvang van gedane werk bereken word;

„pil- en tabletmaker”, ’n werknemer wat verantwoordelik is vir die hele vervaardigingsproses, uitgesonderd die voorgeskryf van die chemiese formules, van pille en tablette in ’n inrigting;

„monsterjong”, ’n werknemer wat ’n handelsreisiger op sy rondes vergesel en help met die in- en uitpak en/of uitstalling van monsters;

„korttyd”, die daaglikse werkure van ’n werknemer wanneer die gewone werkure van die inrigting volgens klousule 6 (11) tydelik tot minder as sodanige gewone getal verminder is;

„stoorman of pakhuisopsigter”, ’n werknemer wat algemene beheer het oor voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvang, bêre, bymekaarmaak, verpak en uitpak van goedere in ’n stoor of pakhuis en aflewering van goedere uit ’n stoor of pakhuis aan die verbruiksafdeling of vir versending;

„toetser”, ’n werknemer wat onder toesig van ’n apteker en drogis, ’n chemikus of ’n chemietegnikus, uitsluitlik of hoofsaaklik chemiese roetine-toetse uitvoer;

„toetser, ongekwalifiseer”, ’n toetser met minder as 6 maande ondervinding;

„reisiger”, ’n werknemer wat in sy hoedanigheid as reisende verteenwoordiger van ’n inrigting en namens daardie inrigting by persone bestellings werf vir die verkoop of lewering van goedere;

„reisiger, gekwalifiseer”, ’n reisiger met minstens 4 jaar ondervinding;

„reisiger, ongekwalifiseer”, ’n reisiger met minder as 4 jaar ondervinding;

„uniform”, ’n kledingstuk of kledingstukke van kenmerkende kleur en ontwerp;

„ongelaaide gewig”, die gewig van ’n motorvoertuig of sleepwa soos dit voorkom op die lisensie wat ten opsigte van die motorvoertuig of sleepwa uitgereik is deur enige owerheid wat by wet gemagtig is om motorvoertuiglisensies uit te reik;

„vernismaker”, ’n werknemer wat beheer het oor ’n vernisinstallasie en verantwoordelik is vir alle prosesse wat daarin uitgevoer word, uitgesonderd die verrigting van chemiese werk, ontwerp en aanpas van formules of ontleding van grondstowwe, halffabrikate of afgewerkte produkte;

(m) stirring ingredients in vats or pans and/or turning over grain or other raw or semi-manufactured materials;

(n) painting containers;

(o) branding, marking, stamping, stencilling or affixing blank or ready-addressed labels to bales, boxes, drums, or other packages or containers, but not including the selecting of stencils and/or the assembling of stencils from component parts;

(p) weighing to a set scale materials or products, other than medicinal preparations for human or animal uses, toilet preparations, cosmetics, scents, antiseptics, deodorants or essences, flavourings or colouring matter for foodstuffs;

(q) cooking rations and/or making tea or similar beverages, and/or serving tea and/or other refreshments;

(r) assisting on delivery vans;

(s) in classes A and B establishments, packing articles of uniform size and number, singly or collectively, into containers specially designed to contain such articles.

In class C establishments, packing articles of uniform size and number for transport or delivery into containers specially designed to contain such articles (and for the purpose of this sub-paragraph the term “packing articles of uniform size and number for transport or delivery” means packing into containers which are not part of the get-up of the article or of articles);

(t) filling containers by hand and/or labelling by hand in classes A and B establishments;

(u) filling containers used for bulk quantities and/or weighing on set scales in bulk. (*Note.*—“bulk” means any quantity exceeding 25 lb. in weight in the case of solids or 4 gallons in volume in the case of liquids);

(v) dismantling containers for re-use;

(w) tending and/or feeding animals, or birds; minding vehicles; harnessing animals;

(x) gardening;

“maintenanceman or handyman” means an employee who is engaged in the minor maintenance and/or minor repair of buildings, plant and machinery;

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

“pill or tablet maker” means an employee who is responsible for the entire process of production, other than the prescription of the chemical formulae of pills or tablets in an establishment;

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

“short-time” means the ordinary hours worked by an employee in an establishment when his usual number of ordinary hours of work in that establishment have, in pursuance of clause 6 (11), been temporarily reduced to less than such usual number;

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

“tester” means an employee, under supervision of a chemist and druggist, a chemist or a chemical technician, is wholly or mainly engaged in making routine chemical tests;

“tester unqualified” means a tester who has had less than six months' experience;

“traveller” means an employee who, as a travelling representative of an establishment and on behalf of such establishment, invites, canvasses or solicits orders from persons for the sale or supply to them of goods;

“traveller, qualified” means a traveller who has had not less than four years' experience;

“traveller, unqualified,” means a traveller who has had less than four years' experience;

“uniform” means an article or articles of wearing apparel distinctive in design and colour;

“unladen weight” means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

“varnish maker” means an employee who is in charge of a varnish plant, and who is responsible for all processes carried on therein other than performance of chemical manipulations, the devising and adjusting of formulae or the analysis of raw or semi-manufactured or finished products;

"loon", die deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure wat in klousule 6 voorgeskryf word;

"wag", 'n werknemer wat waghou oor persele, geboue, hekke, voertuie of ander eiendom;

met dien verstande dat 'n werknemer beskou word as behorende tot die klas waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING.

(1) Behoudens soos bepaal in subklousules (3) en (4) van hierdie klousule en subklousule (7) van klousule 5, moet onderstaande lone aan onderstaande klasse werknemers betaal word:—

(a) *Werknemers, buite los werknemers.*

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work prescribed in clause 6;

"watchman" means an employee who is engaged in guarding premises, buildings, gates, vehicles or other property;

provided that in classifying an employee he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

(1) Subject to the provisions of sub-clauses (3) and (4) of this clause and sub-clause (7) of clause 5, the following minimum wages shall be paid to the under-mentioned classes of employees:—

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

	Klas A- inrigting.	Klas B- inrigting.	Klas C- inrigting.
	Per week. £ s. d.	Per week. £ s. d.	Per week. £ s. d.
Ketelbediener.....	2 10 0	2 10 0	2 10 0
Baasjong of spanopsigter.....	2 10 0	2 10 0	2 10 0
Onderbaas of ploegbaas.....	3 10 0	3 10 0	4 5 0
Chemieteknikus.....	8 0 0	8 0 0	8 0 0
Chemieteknikus, ongekwalifiseer—			
Eerste jaar ondervinding.....	2 0 0	2 0 0	2 0 0
Tweede jaar ondervinding.....	3 0 0	3 0 0	3 0 0
Derde jaar ondervinding.....	4 0 0	4 0 0	4 0 0
Vierde jaar ondervinding.....	5 0 0	5 0 0	5 0 0
Vyfde jaar ondervinding.....	6 0 0	6 0 0	6 0 0
Sesde jaar ondervinding.....	7 0 0	7 0 0	7 0 0
Klerklike werknemer, vroulike gekwalifiseerde.....	3 16 2	3 16 2	3 16 2
Klerklike werknemer, vroulike ongekwalifiseerde—			
Eerste jaar ondervinding.....	2 3 10	2 3 10	2 3 10
Tweede jaar ondervinding.....	2 11 11	2 11 11	2 11 11
Derde jaar ondervinding.....	3 0 0	3 0 0	3 0 0
Vierde jaar ondervinding.....	3 8 1	3 8 1	3 8 1
Klerklike werknemer, manlike gekwalifiseerde.....	6 6 11	6 6 11	6 6 11
Klerklike werknemer, manlike ongekwalifiseerde—			
Eerste jaar ondervinding.....	2 3 10	2 3 10	2 3 10
Tweede jaar ondervinding.....	3 0 6	3 0 6	3 0 6
Derde jaar ondervinding.....	3 17 2	3 17 2	3 17 2
Vierde jaar ondervinding.....	4 13 9	4 13 9	4 13 9
Vyfde jaar ondervinding.....	5 10 4	5 10 4	5 10 4
Kleurpasser en/of verfmaker.....	—	5 10 0	—
Assistent-kleurpasser en/of verfmaker.....	—	4 0 0	—
Assistent-kleurpasser en/of verfmaker, ongekwalifiseer.....	6 18 6	6 18 6	6 18 6
Versendingsklerk, gekwalifiseer.....			
Eerste jaar ondervinding.....	2 3 10	2 3 10	2 3 10
Tweede jaar ondervinding.....	3 0 6	3 0 6	3 0 6
Derde jaar ondervinding.....	3 17 2	3 17 2	3 17 2
Vierde jaar ondervinding.....	4 13 9	4 13 9	4 13 9
Vyfde jaar ondervinding.....	5 10 4	5 10 4	5 10 4
Sesde jaar ondervinding.....	6 6 11	6 6 11	6 6 11
Drywer van 'n motorvoertuig waarvan die ongelaaide gewig saam met ongelaaide gewig van sleepwa(ens) wat dit trek—			
(i) hoogstens 6,000 lb. is.....	5 0 0	5 0 0	5 0 0
(ii) meer as 6,000 lb. maar hoogstens 10,000 lb. is.....	6 0 0	6 0 0	6 0 0
(iii) meer as 10,000 lb. is.....	7 10 0	7 10 0	7 10 0
Drywer van 'n motorfiets, bromponie, motordriewieler waarvan die ongelaaide gewig hoogstens 500 lb. is en waarvan die dravermoë hoogstens 500 lb. is.....	3 0 0	3 0 0	3 0 0
Drywer van 'n diervoertuig.....	2 0 0	2 0 0	2 0 0
Drywer van personeelmotor.....	3 10 0	3 10 0	3 10 0
Voorman.....	8 0 0	8 0 0	8 0 0
Assistent-voorman.....	6 10 0	6 10 0	6 10 0
Graad I-werknemer, gekwalifiseer.....	2 10 0	2 15 0	3 15 6
Graad I-werknemer, ongekwalifiseer—			
Eerste 6 maande ondervinding.....	2 2 6	2 2 6	2 5 0
Tweede 6 maande ondervinding.....	2 5 0	2 7 6	2 10 0
Derde 6 maande ondervinding.....	—	—	2 15 0
Vierde 6 maande ondervinding.....	—	—	3 0 0
Vyfde 6 maande ondervinding.....	—	—	3 5 0
Sesde 6 maande ondervinding.....	—	—	3 10 0
Arbeider.....	2 0 0	2 0 0	2 0 0
Onderhouer of handlanger.....	5 0 0	5 0 0	5 0 0
Pil- of tabletmaker.....	—	—	8 0 0
Monsterjong.....	2 10 0	2 10 0	2 10 0
Monsterjong wat reisiger ook aflos met dryf van motor.....	3 10 0	3 10 0	3 10 0
Monsterjong wat motor voltyds vir reisiger dryf.....	5 0 0	5 0 0	5 0 0
Toetsers.....	—	3 10 0	—
Toetsers, ongekwalifiseer—			
Gedurende eerste 6 maande ondervinding.....	10 19 3	10 19 3	10 19 3
Reisiger, gekwalifiseer.....			
Eerste 6 maande ondervinding.....	6 6 11	6 6 11	6 6 11
Tweede 6 maande ondervinding.....	6 18 6	6 18 6	6 18 6
Derde 6 maande ondervinding.....	7 10 0	7 10 0	7 10 0
Vierde 6 maande ondervinding.....	8 1 6	8 1 6	8 1 6
Vyfde 6 maande ondervinding.....	8 13 1	8 13 1	8 13 1
Sesde 6 maande ondervinding.....	9 4 7	9 4 7	9 4 7
Sewende 6 maande ondervinding.....	9 16 2	9 16 2	9 16 2
Agste 6 maande ondervinding.....	10 7 8	10 7 8	10 7 8
Vernismaker.....	—	7 0 0	—
Assistent-vernismaker.....	—	5 10 0	—
Wag.....	2 7 6	2 7 6	2 7 6

	Class A Establishment.	Class B Establishment.	Class C Establishment.
	Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.
Boiler attendant.....	2 10 0	2 10 0	2 10 0
Boss boy or ganger.....	2 10 0	2 10 0	2 10 0
Chargehand or team supervisor.....	3 10 0	3 10 0	4 10 0
Chemical technician.....	8 0 0	8 0 0	8 0 0
Chemical technician, unqualified—			
During first year of experience.....	2 0 0	2 0 0	2 0 0
During second year of experience.....	3 0 0	3 0 0	3 0 0
During third year of experience.....	4 0 0	4 0 0	4 0 0
During fourth year of experience.....	5 0 0	5 0 0	5 0 0
During fifth year of experience.....	6 0 0	6 0 0	6 0 0
During sixth year of experience.....	7 0 0	7 0 0	7 0 0
Clerical employee, female, qualified.....	3 16 2	3 16 2	3 16 2
Clerical employee, female, unqualified—			
During first year of experience.....	2 3 10	2 3 10	2 3 10
During second year of experience.....	2 11 11	2 11 11	2 11 11
During third year of experience.....	3 0 0	3 0 0	3 0 0
During fourth year of experience.....	3 8 1	3 8 1	3 8 1
Clerical employee, male, qualified.....	6 6 11	6 6 11	6 6 11
Clerical employee, male, unqualified—			
During first year of experience.....	2 3 10	2 3 10	2 3 10
During second year of experience.....	3 0 6	3 0 6	3 0 6
During third year of experience.....	3 17 2	3 17 2	3 17 2
During fourth year of experience.....	4 13 9	4 13 9	4 13 9
During fifth year of experience.....	5 10 4	5 10 4	5 10 4
Colour matcher and/or paint maker.....	—	7 0 0	—
Assistant colour matcher and/or paint maker.....	—	5 10 0	—
Assistant coloured matcher and/or paint maker, unqualified—			
During first twelve months of experience.....	—	4 0 0	—
Despatch clerk, qualified.....	6 18 6	6 18 6	6 18 6
Despatch clerk, unqualified—			
During first year of experience.....	2 3 10	2 3 10	2 3 10
During second year of experience.....	3 0 6	3 0 6	3 0 6
During third year of experience.....	3 17 2	3 17 2	3 17 2
During fourth year of experience.....	4 13 9	4 13 9	4 13 9
During fifth year of experience.....	5 10 4	5 10 4	5 10 4
During sixth year of experience.....	6 6 11	6 6 11	6 6 11
Driver of a motor vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 6,000 lb.....	5 0 0	5 0 0	5 0 0
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	6 0 0	6 0 0	6 0 0
(iii) exceeds 10,000 lb.....	7 10 0	7 10 0	7 10 0
Driver of a motor cycle, motor scooter, motor tricycle, the unladen weight of which is not more than 500 lb., and the carrying capacity of which is not more than 500 lb.....	3 0 0	3 0 0	3 0 0
Driver of an animal-drawn vehicle.....	2 0 0	2 0 0	2 0 0
Driver of a staff car.....	3 10 0	3 10 0	3 10 0
Foreman.....	8 0 0	8 0 0	8 0 0
Assistant foreman.....	6 10 0	6 10 0	6 10 0
Grade I employee, qualified.....	2 10 0	2 15 0	3 15 6
Grade I employee, unqualified—			
During first six months experience.....	2 2 6	2 2 6	2 5 0
During second six months of experience.....	2 5 0	2 7 6	2 10 0
During third six months of experience.....	—	—	2 15 0
During fourth six months of experience.....	—	—	3 0 0
During fifth six months experience.....	—	—	3 5 0
During sixth six months experience.....	—	—	3 10 0
Labourer.....	2 0 0	2 0 0	2 0 0
Maintenance man or handyman.....	5 0 0	5 0 0	5 0 0
Pill or tablet maker.....	—	—	8 0 0
Sample boy.....	2 10 0	2 10 0	2 10 0
Sample boy, who in addition to the duties of a sample boy, acts as a relief motor car driver to a traveller.....	3 10 0	3 10 0	3 10 0
Sample boy, who, in addition to the duties of a sample boy, does all the driving of a motor-car for a traveller.....	5 0 0	5 0 0	5 0 0
Tester.....	—	3 10 0	—
Tester, unqualified—			
During first six months of experience.....	—	3 0 0	—
Traveller, qualified.....	10 19 3	10 19 3	10 19 3
Traveller, unqualified—			
During first six months experience.....	6 6 11	6 6 11	6 6 11
During second six months experience.....	6 18 6	6 18 6	6 18 6
During third six months experience.....	7 10 0	7 10 0	7 10 0
During fourth six months experience.....	8 1 6	8 1 6	8 1 6
During fifth six months experience.....	8 13 1	8 13 1	8 13 1
During sixth six months experience.....	9 4 7	9 4 7	9 4 7
During seventh six months experience.....	9 16 2	9 16 2	9 16 2
During eighth six months experience.....	10 7 8	10 7 8	10 7 8
Varnishmaker.....	—	7 0 0	—
Assistant varnishmaker.....	—	5 10 0	—
Watchman.....	2 7 6	2 7 6	2 7 6

(b) Los werknemers.

- (i) In die geval van werknemers vir wie 'n stygende loon-skaal voorgeskryf is, een-vyfde van die hoogste weeklikse besoldiging soos voorgeskryf vir 'n werknemer wat die soort werk verrig wat van die los werknemer vereis word vir elke dag of gedeelte van 'n dag diens.
- (ii) In die geval van alle ander werknemers, een-vyfde van die weeklikse besoldiging soos voorgeskryf vir 'n los werknemer vereis vir elke dag of gedeelte van 'n dag.

(b) Casual Employees.

- (i) In the case of those employees for whom a rising scale of remuneration is prescribed, one-fifth 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.
- (ii) In the case of all other employees, one-fifth 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) *Lewenskostoelae.*—'n Lewenskostoelae soos voorgeskryf kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of kragtens ander wetgewing, moet deur elke werkgewer aan elke werknemer betaal word benewens die besoldiging voorgeskryf in subklousule (1).

(3) Niks in hierdie Ooreenkoms kan die loon verminder wat reeds aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree nie.

(4) *Differensiële loonskaal.*—'n Werkgewer wat 'n werknemer van een klas verplig of toelaat om of benewens of in plaas van sy eie werk, werk te verrig van 'n ander klas wat—

(a) hoër besoldig is as sy eie klas;

(b) 'n stygende loonskaal het wat uitloop op 'n hoër loon as dié vir sy eie klas;

soos in subklousule (1) voorgeskryf, moet die werkgewer so 'n werknemer ten opsigte van die hele dag waarop sulke werk verrig is—

(i) in die geval genoem in paragraaf (a), minstens een-vyfde van die hoër weekloon wat in subklousule (1) voorgeskryf word;

(ii) in die geval genoem in paragraaf (b), minstens een-vyfde van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word;

betaal; met dien verstande dat hierdie subklousule nie van toepassing is waar die verskil tussen die klasse kragtens subklousule (1) op ondervinding, geslag of ouderdom berus nie.

(5) *Kontrakbasis.*—Dit word beskou dat 'n werknemer, uitgesonderd 'n los werknemer—

(i) of 'n werknemer by die week is en, behoudens die bepalings van klousule 5 (7), minstens die volle weekloon vir 'n werknemer van sy klas voorgeskryf in subklousule 1, betaal moet word;

(ii) of 'n werknemer by die maand is en minstens die volle maandloon betaal moet word wat vir 'n werknemer van sy klas voorgeskryf word in subklousule (1), gelees met subklousule (7).

(6) *Berekening van dagloon.*—Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur die weekloon deur vyf te deel.

(7) *Berekening van maandloon.*—Wanneer 'n werknemer se loon kragtens die voorbehoudsbepalings by klousule 5 (1) maandeliks betaal word, word die minimum maandloon bereken as 4½ maal die minimum weekloon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(8) *Onderhoudstoelae.*—Benewens die loon wat in subklousule (1) voorgeskryf word, moet—

(a) 'n reisiger wat tydens 'n reis wat ter uitvoering van sy pligte onderneem is, meer as 6 opeenvolgende ure van sy woonplek en sy werknemer se inrigting afwesig is, 'n onderhoudstoelae van minstens—

(i) 5s. vir so 'n afwesigheid wat nie 'n nag omvat nie; en

(ii) 22s. 6d. vir elke nag as die afwesigheid een of meer nagte omvat;

betaal word;

(b) 'n monsterjong wat 'n reisiger vergesel op 'n reis wat ter uitvoering van sy pligte onderneem word en vir meer as 6 opeenvolgende ure van sy woonplek en sy werkgewer se inrigting afwesig is, 'n onderhoudstoelae van minstens—

(i) 1s. vir so 'n afwesigheid wat nie 'n nag omvat nie;

(ii) 3s. 6d. per nag as die afwesigheid een of meer nagte omvat;

betaal word;

met dien verstande dat die uitdrukking „nag”, vir die toepassing van hierdie subklousule, die tydperk tussen 11 nm. en 4 vm. beteken.

(9) *Vervoertoelae en -koste.*—(a) 'n Reisiger wat met sy werkgewer se motorvoertuig, per trein of met enige ander vervoermiddel, uitgesonderd sy eie moet reis, moet vergoed vir alle redelike koste wat hy in verband met vervoer ter uitvoering van sy pligte aangaan, en vir die toepassing van hierdie subklousule word die here van 'n motorvoertuig in 'n motorhuis vir die nag as vervoerkoste beskou.

(b) 'n Reisiger wat sy eie motorvoertuig moet verskaf ter uitvoering van sy pligte, moet 'n omvattende vervoertoelae van minstens 7½d. per myl wat hy ter uitvoering van sy pligte afleë, betaal word.

(10) Toelae of koste wat ingevolge subklousules (8) en (9) aan werknemers verskuldig is, moet deur die werkgewer betaal word binne 7 dae nadat die werknemer se skriftelike eis daarom ontvang is; met dien verstande dat daar nie meer as een so 'n eis om toelae of koste in dieselfde week ingedien mag word nie.

(11) *Stukwerk.*—(i) 'n Werknemer wat vir 'n tydperk stukwerk verrig, moet betaal word teen die skaal waarvoor hy met die werkgewer ooreengekom het, maar sy besoldiging moet minstens wees wat hy sou ontvang het as hy tydwerk verrig het, plus 10 persent.

(2) *Cost of Living Allowance.*—A cost of living allowance as prescribed by War Measure No. 43 of 1942, as amended from time to time, or by other legislation, shall be paid by an employer to each employee in addition to the remuneration prescribed in sub-clause (1).

(3) Nothing in this Agreement shall operate to reduce the wage being paid to an employee on the date on which this Agreement comes into operation.

(4) *Differential Rates of Remuneration.*—An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a higher wage than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

as prescribed in sub-clause (1), shall pay to such employee in respect of the whole day on which such work of another class was performed—

(i) in the case referred to in paragraph (a), not less than one-fifth of the higher weekly wage prescribed in sub-clause (1), and

(ii) in the case referred to in paragraph (b), not less than one-fifth of the highest weekly wage prescribed in sub-clause (1) for the higher class;

provided that where the difference between the classes is, in terms of sub-clause (1), based on experience, sex or age, the provisions of this sub-clause shall not apply.

(5) *Basis of Contract.*—An employee, other than a casual employee, shall be deemed to be either—

(a) a weekly employee, and, subject to the provisions of clause 5 (7), shall be paid not less than the full weekly remuneration prescribed in sub-clause (1) of this clause for an employee of his class; or

(b) a monthly employee, and, subject to the provisions of clause 5 (7), be paid not less than the full monthly remuneration prescribed by sub-clause (1) read with sub-clause (7) of this clause for an employee of his class.

(6) *Calculation of Daily Wage.*—The daily wage of an employee, other than a casual employee, shall be determined by dividing the weekly wage by five.

(7) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is, in terms of the proviso to clause 5 (1), paid monthly, the amount of the minimum monthly wage shall be calculated at the rate of four and one-third times the minimum weekly wage prescribed in sub-clause (1) for an employee of his class.

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

(a) a traveller who, on any journey undertaken 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—

(i) five shillings for each such period of absence not extending over a night;

(ii) twenty-two shillings and six pence for each night where such period of absence extends over one or more nights.

(b) 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—

(i) one shilling for each such period of absence not extending over a night;

(ii) three shillings and sixpence 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.

(9) *Transport Allowance and Expenses.*—(a) 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 reimbursed by his employer for all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purpose of this sub-clause the over-night garaging of a motor vehicle shall be deemed to be a transport expense.

(b) 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 halfpence for each mile travelled in the performance of his duty.

(10) Any allowance or expense payable to an employee in terms of sub-clause (8) and (9) shall be paid by the employer within seven days of the employee's written claim therefor; provided that an employee shall not submit more than one claim for any allowances and expenses in any one week.

(11) *Piece-work.*—(i) 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 not be less than the remuneration that would have been payable to him had he been employed on time-work for that period plus 10 per cent.

(ii) 'n Rooster van die stukwerkskale in paragraaf (1) voorgeskryf, moet op 'n duidelik sigbare plek in die inrigting vertoon bly en kan slegs met 1 week kennisgewing gewysig word.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens soos bepaal in klousule 16 moet 'n werkgever die besoldiging wat aan elk van sy werknemers verskuldig is, uitgesonderd los werknemers, weekliks op die gewone betaaldag van die inrigting, of by beëindiging van diens wanneer dit voor die gewone betaaldag plaasvind, in kontant betaal; met dien verstande dat wanneer die werkgever en sy werknemer s6 ooreenkom, die besoldiging maandeliks betaal kan word.

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

(3) 'n Werkgever moet die besoldiging wat aan elk van sy werknemers verskuldig is, gedurende werkure betaal, en die besoldiging moet in 'n verseelde koevert wees wat op die buitekant 'n behoorlik ingevulde staat toon in die vorm van aanhangsel A van hierdie Ooreenkom.

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

(5) *Koop van goedere.*—'n Werkgever kan nie van sy werknemer vereis om van hom of van 'n winkel of persoon wat deur hom aangewys word, goedere te koop nie.

(6) *Losies en inwoning.*—Behoudens soos bepaal in die Naturrelle (Stadsgebiede) Konsolidasiewet, 1945, kan 'n werkgever nie van sy werknemer vereis om van hom, of van 'n persoon of by 'n plek wat deur hom aangewys word losies en/of inwoning aan te neem nie.

(7) *Boetes en korting.*—'n Werkgever kan sy werknemer geen boetes op of van sy besoldiging aftrek nie, uitgesonderd die volgende:—

- Met die skriftelike toestemming van die werknemer, aftrekkings vir verlof, siekte, versekerings, voorsorg, of pensioenfondse of ledegeld aan 'n werknemersorganisasie;
- behoudens soos bepaal in klousule 8, wanneer 'n werknemer van sy werk af wegby of afwesig is weens siekte of 'n ongeluk; 'n aftrekking in verhouding tot die tydperk van daardie afwesigheid;
- 'n bedrag wat 'n werkgever kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- wanneer 'n werknemer toestem om losies en/of inwoning van sy werkgever aan te neem, 'n aftrekking van hoogstens die ondergenoemde bedrae:—

	Per week.		Per maand.	
	£	s. d.	£	s. d.
(i) Losies	0	4 0	0	17 4
(ii) Inwoning	0	2 0	0	8 8
(iii) Losies en inwoning	0	6 0	1	6 0

(e) wanneer korttyd kragtens klousule 6 (11) in 'n inrigting ingevoer word, ten opsigte van elke uur korttyd, 'n aftrekking wat gelyk is aan sy uurloon; met dien verstande dat—

- geen bedrag afgetrek kan word ten opsigte van die eerste uur korttyd wat veroorsaak word deur 'n algemene onklaarmaking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval nie;
- geen bedrag afgetrek kan word in die geval van siapte in die bedryf nie, tensy die werkgever sy werknemer minstens 24 uur kennis gegee het van sy voorname om korttyd in te voer;

(f) aftrekkings vir Raadsfondse ooreenkomstig klousule 14.

6. WERKURE, GEWONE URE EN OORTYDURE EN BETALING VIR OORTYD.

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

- in die geval van 'n werknemer, uitgesonderd 'n los werknemer, in klas A en klas B-inrigtings—
 - 46 per week van Maandag tot en met Vrydag;
 - 9½ per dag;
 - in die geval van 'n werknemer, uitgesonderd 'n los werknemer, in klas C-inrigtings—
 - 45 per week van Maandag tot en met Vrydag;
 - 9 per dag;
 - in die geval van 'n los werknemer, 8 per dag in enige inrigting.
- (2) 'n Werkgever kan nie van sy werknemer vereis om langer as 5 uur agtereën sonder 'n ononderbroke tussenpoos van ten minste een uur te werk nie; met dien verstande dat—
- wanneer die tussenpoos langer as 1 uur duur, elke tydperk bo een uur beskou word as gewone werkure;
 - werktye wat onderbreek word deur pouses van minder as 1 uur, as werktyd beskou word.
- (3) 'n Werkgever kan nie van 'n vroulike werknemer vereis of haar toelaat om tussen die ure 6 nm. en 6 vm. te werk nie.

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

5. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Save as provided in clause 16 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 employees agree, remuneration may be paid monthly.

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

(3) An employer shall pay the remuneration due to each of his employees during working hours and shall enclose such remuneration in a sealed envelope showing on the outside a statement duly completed in the form of annexure A to this Agreement.

(4) *Premiums.*—No payment shall be made to or 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 Native (Urban Areas) Consolidation Act, 1945, 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 employees, nor shall he make any deductions from his employees' remuneration, other than the following:—

- With the written consent of his employee, deductions for holiday, sick, insurance, provident or pension funds subscriptions to an employees' organisation.
- Save as provided in clause 8, when his employee absents himself from work or is absent owing to accident or ill health, a deduction proportionate to the period of such absence.
- A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.
- When an employee agrees to accept board and/or lodging from his employer, a deduction (which may be made) not exceeding the amounts specified hereunder:—

	Per Week.		Per Month.	
	£	s. d.	£	s. d.
(i) Board	0	4 0	0	17 4
(ii) Lodging	0	2 0	0	8 8
(iii) Board and lodging	0	6 0	1	6 0

(e) Whenever in pursuance of clause 6 (11) short time is introduced in an establishment a deduction in respect of each hour of the reduction in the ordinary hours of work of an amount equivalent to his hourly wage; provided that—

- no deduction shall be made in respect of the first hour or the reduction in the ordinary hours of work caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;
- 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.

(f) Deduction for Council funds in terms of the provisions of clause 14.

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—

- in the case of an employee, other than a casual employee employed in classes A and B establishments—
 - forty-six in any week from Monday to Friday inclusive;
 - nine and one-fifth in any day;
- in the case of an employee, other than a casual employee, employed in class C establishments—
 - forty-five in any week from Monday to Friday inclusive;
 - nine in any day;
- in the case of a casual employee, eight in any day in any establishment.

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

- 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;
- periods of work interrupted by intervals of less than one hour shall be deemed to be working time.

(3) An employer shall not require or permit a female employee to work between six o'clock p.m. and six o'clock a.m.

(4) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n werknemer wat boodskappe of goedere aflewer of persele of goedere bedags bewaak, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan die middel van elke oggend- en elke namiddagtydperk, waarin nie van die werknemer vereis of hy toegelaat kan word om werk te verrig nie, en die ruspouse moet as deel van die gewone werkure gereken word.

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

(6) *Oortyd.*—Alle tyd bo die gewone daaglikse of weeklikse werkure van die inrigting gewerk, word as oortyd gereken.

(7) *Beperking van oortyd.*—'n Werkgewer kan nie, uitgesonderd in noodgevalle, van sy werknemer vereis om oortyd te werk nie, tensy hy minstens 4 uur kennis van die voorneme-gegee het, en uitgesonderd in noodgevalle kan werknemers wat aldus werk, nie verplig of toegelaat word om meer as 8 uur oortyd in 'n week te werk nie; met dien verstande dat 'n werkgewer nie van 'n vroulike werknemer kan vereis of haar toelaat om—

- (a) op meer as 3 opeenvolgende dae;
- (b) op meer as 60 dae in 'n jaar;
- (c) meer as 2 uur per dag; of
- (d) na voltooiing van haar gewone werkure op 'n dag, meer as 1 uur oortyd te werk nie, tensy hy haar—
 - (i) voor 12-uur middag daarvan in kennis gestel het; of
 - (ii) 'n voldoende maaltyd verskaf het voordat sy met oortyd moet begin; of
 - (iii) 'n toelae van minstens 2s. 6d. betyds betaal het om haar in staat te stel om 'n maaltyd te verkry voordat sy met oortyd moet begin.

(8) *Besoldiging vir oortyd.*—'n Werkgewer moet aan sy werknemer ten opsigte van alle oortyd wat deur 'n werknemer gewerk word, besoldiging teen die skaal van minstens 1½ maal die bedrag van die werknemer se gewone loon betaal, plus lewenskostetoelae wat in verhouding by elke uur of gedeelte van 'n uur aldus gewerk, aangepas is.

(9) *Werk op 'n Sondag of openbare vakansiedag* wat in Klousule 7 (6) genoem word, word nie as gewone werkure of as oortyd beskou nie en daarvoor moet soos volg betaal word:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, teen of—
 - (i) dubbel sy uurloon vermenigvuldig met 9½, in inrigtings van klasse A en B en met 9 in inrigting van klas C vir elke dag of gedeelte daarvan; of
 - (ii) 1½ maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy so werk; plus, binne 7 dae na die Sondag of openbare vakansiedag, 1 dag verlof waarvoor hy teen minstens sy uurloon vermenigvuldig met 9½, in inrigtings van klasse A en B en met 9 in inrigtings van klas C besoldig moet word;
 - (b) in die geval van 'n los werknemer, teen dubbel die loon wat vir 'n werkgewer van hierdie klas voorgeskryf is vir elke dag of gedeelte van 'n dag gewerk.
- (10) *Wagte.*—'n Wag se werkure mag hoogstens 72 uur per week wees, en hy is geregtig op 'n aaneenlopende vrye tydperk van 36 uur in elke week diens.

(11) *Korttyd.*—Wanneer 'n werkgewer weens handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarraking van installasie en masjinerie weens 'n ongeluk of ander onvoorsiene omstandighede, nie sy werknemers vir die volle gewone werkure van die inrigting besig kan hou nie, kan hy, behoudens subklousule 7 (e) van klousule 5, sy werknemers op korttyd plaas vir hoogstens die tydperk van die handelslapte, tekort aan grondstowwe of onklaarraking van installasie of masjinerie.

12. *Vrystellings.*—Hierdie klousule is nie van toepassing op 'n reisiger en/of monstertjong of op 'n ander werknemer wie se basiese salaris of loon £60 te bowe gaan nie; subklousules (1) tot en met (9) en subklousule (11) is nie op 'n wag van toepassing nie; en subklousules (4), (5) en (7) geld nie vir 'n manlike werknemer wat met noodwerk besig is nie.

(13) *In- en uitklok.*—In inrigtings waar werknemers aan die begin van 'n werkdagperk moet inklok en aan die einde moet uitklok, moet hulle in hul eie tyd inklok en in die werkgewer se tyd uitklok; met dien verstande dat alle in- en uitklok ten opsigte van ruspouses soos deur subklousule (4) voorgeskryf, in die werkgewer se tyd plaasvind.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) 'n Werkgewer moet aan 'n werknemer ten opsigte van elke voltooiende jaar diens van hom [behoudens subklousule (8)], onderstaande vakansieverlof met volle besoldiging teen die loonskaal en lewenskostetoelae wat hy onmiddellik voor die verlof ontvang het, toestaan:—

- (a) In die geval van 'n reisiger, monstertjong of wag, 3 aaneenlopende weke;
- (b) in die geval van alle ander werknemers, 12 aaneenlopende werkdae;

(4) *Rest Intervals.*—An employer shall grant to each of his employees, other than an employee engaged in delivering messages or goods or guarding premises or goods by day, a rest interval of not less than ten minutes at as nearly as practicable the middle of each morning and each afternoon work period 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.

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

(6) *Overtime.*—All time worked in excess of the number of ordinary daily or weekly hours of work in an establishment shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not, except in an emergency, require his employees to work overtime unless he has given at least four hours' notice of such intention and, except in cases of emergency, employees so working shall not be required or permitted to work overtime for more than eight hours in any week; provided that no employer shall require or permit a female employee to work overtime:—

- (a) on more than three consecutive days;
- (b) on more than sixty days in any year;
- (c) in excess of two hours per day;
- (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 midday, or
 - (ii) provided such employee with an adequate meal before she has to commence overtime, or
 - (iii) paid to such employee an allowance of not less than two shillings and sixpence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(8) *Payment for Overtime.*—An employer shall pay to his employee, in respect of all overtime worked by the employee remuneration at the rate of not less than one and one-third times the sum of the employee's ordinary wage, plus costs of living allowance adjusted proportionally to each hour or part of an hour so worked.

(9) Time worked on Sunday or on any public holiday referred to in clause 7 (6) shall not be deemed to be part of the ordinary hours of work or overtime and shall be paid as follows:—

- (a) In the case of an employee, other than a casual employee, at either—
 - (i) double his hourly wage multiplied by nine and one-fifth in the case of employees in classes A and B establishments, and nine in the case of employees in class C establishments, for each such day or part thereof; or
 - (ii) one and one-third times his hourly wage for each hour or part of an hour so worked and in addition grant to him, within seven days of such Sunday or public holiday, one day's leave of absence, and pay to him in respect thereof not less than his hourly wage multiplied by nine and one-fifth in the case of employees in classes A and B establishments and nine in the case of employees in class C establishments.
- (b) In the case of a casual employee, at double the remuneration prescribed for an employee of this class for each such day or part thereof worked.

(10) *Watchman.*—The hours of work for a watchman shall not exceed 72 in any week and he shall be entitled to and be granted a continuous period of 36 hours off-duty during each week of employment.

(11) *Short-time.*—When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant and machinery caused by accident or other unforeseen circumstances, an employer is unable to keep his employees employed for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of sub-clause (7) (e) of clause 5, employ his employees on short-time, but not exceeding the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.

(12) *Exemptions.*—The provisions of this clause shall not apply to a traveller and/or a sample boy and shall not apply to any other employee whose basic salary or wage exceeds £60 per month, sub-clauses (1) to (9), both inclusive, and sub-clause (11) shall not apply to a watchman; and sub-clauses (4), (5) and (7) shall not apply to a male employee engaged in emergency work.

(13) *Clocking-in and Clocking-out.*—In establishments in which employees are required to clock-in at the commencement of work period and to clock-out at the expiration thereof, employees shall clock-in in employees' time and shall clock-out in employers' time; provided that for the purpose of rest intervals as prescribed by sub-clause (4) all clocking shall be done in employers' time.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) An employer shall grant to his employees in respect of each completed year of employment with him [subject to the provisions of sub-clause (8)] the following annual holiday leave on full pay and at the rate of wage plus cost of living allowance which the employee was receiving immediately before the commencement of such leave:—

- (a) In the case of a traveller, sample boy or a watchman, three consecutive weeks;
- (b) in the case of every other employee, twelve consecutive working days;

met dien verstande dat—

- (a) die verlot nie met betaalde siekteverlot, opsegging van diens of 'n tydperk wanneer 'n werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, mee te maak, mag saamval nie;
 - (b) wanneer 'n openbare vakansiedag, genoem in subklousule (6) van hierdie klousule, binne die verlot val wat in hierdie klousule voorgeskryf word; die vakansiedag as 'n verdere tydperk van verlot met volle besoldiging by genoemde tydperk gevoeg moet word.
- (2) Die verlot genoem in subklousule (1), moet geneem word op 'n tyd wat deur die werkgever vasgestel word; met dien verstande dat—
- (a) 'n werkgever sy werknemer kan verplig of toelaat om sy jaarlikse verlot te neem voordat die diensjaar waarop dit betrekking het, verstryk het;
 - (b) wanneer die verlot nie eerder toegestaan is nie, dit binne 2 maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word.
- (3) Die besoldiging ten opsigte van die jaarlikse verlot genoem in subklousule (1), moet op die laaste werkdag voor dié van die verlot betaal word.

(4) 'n Werknemer wie se dienskontrak eindig—

- (a) in die eerste diensjaar by dieselfde werkgever, na voltooiing van 1 maand diens, maar voor voltooiing van die jaar;
 - (b) in 'n volgende jaar diens by dieselfde werkgever maar voor voltooiing van die jaar;
- moet by diensbeëindiging minstens een-vyfde van die weekloon wat hy onmiddellik voor die datum van diensbeëindiging ontvang het, ten opsigte van elke volle maand diens uitbetaal word.

(5) 'n Werknemer wat kragtens subklousule (1) op 'n tydperk van verlot en kragtens subklousule 4 (b) op verlofophopings geregtig geword het en wie se diens eindig voordat sodanige verlot toegestaan is, moet by sodanige diensbeëindiging ten opsigte van elke dag daarvan minstens een-vyfde van sy weekloon betaal word wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het.

(6) *Openbare vakansiedae.*—Benewens die verlot voorgeskryf in subklousule (1), het 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, reg op verlot wat hom toegestaan moet word op Kersdag, Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag en Meidag en moet ten opsigte van elk van daardie dae minstens een-vyfde van die weekloon wat hy onmiddellik voor sodanige dag ontvang het, betaal word; met dien verstande dat indien so 'n dag op 'n Saterdag of Sondag val, die Maandag wat volg op so 'n Saterdag of Sondag vir die toepassing van hierdie Ooreenkoms as 'n openbare vakansiedag beskou word.

(7) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” alle tydperke omvat wanneer 'n werknemer—

- (a) met verlot kragtens subklousule (1) afwesig is;
 - (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, mee te maak;
 - (c) op las of op versoek van sy werkgever van sy werk afwesig is;
 - (d) weens siekte van sy werk afwesig is;
- wat tesaam hoogstens 8 weke in 'n jaar beloop en geag word te begin—

- (i) in die geval van 'n werknemer wat in diens was voor die datum van inwerkingtreding van hierdie Ooreenkoms, van die datum af waarop sodanige werknemer laas op verlot geregtig geword het kragtens die nywerheidsooreenkoms van genoemde Nywerheidsraad gepubliseer in Buitengewone Staatskoerant No. 4978 van 12 Desember 1952, soos verleng by Goewermentskennissgewing No. 1268 van 25 Junie 1954 en Goewermentskennissgewing No. 2681 van 31 Desember 1954, of die datum van indiensneming, na gelang van die jongste datum;
- (ii) in die geval van 'n werknemer wat in diens geneem is op na die datum van inwerkingtreding van hierdie Ooreenkoms, van die datum van indiensneming af;

met dien verstande dat wanneer 'n werknemer se tydperk van opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, in 'n jaar minder as 30 dae bedra, die tydperk van 8 weke in verhouding tot die korter tydperk van opleiding verminder moet word.

(8) Indien 'n werknemer se dienskontrak—

- (a) in Desember van enige jaar beëindig word; en
- (b) nie deur die werkgever beëindig is om 'n rede wat by wet erken sou word as genoegsame regverdiging vir kontrakbeëindiging sonder kennisgewing nie; en
- (c) nie deur homself beëindig is nie, uitgesonderd om 'n rede wat by wet erken sou word as genoegsame regverdiging vir kontrakbeëindiging sonder kennisgewing;

moet dit by sodanige diensbeëindiging in Desember beskou word dat—

- (i) as hy dwarsdeur 'n tydperk van 'n datum in Januarie van dieselfde kalenderjaar tot die datum van diensbeëindiging by dieselfde werkgever in diens was, hy 'n volle jaar diens ingevolge subklousule (1) voltooi het, en hy moet ten opsigte daarvan die volle verlofbetaling ontvang wat deur genoemde subklousule voorgeskryf word, plus 'n dag se

provided that—

- (a) the period of such leave shall not be concurrent with paid sick leave or with notice of termination of service or with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;
 - (b) if any public holiday referred to in sub-clause (6) falls within the period of leave prescribed in this clause such holiday shall be added to the said period as a further period of leave of absence on full pay.
- (2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—
- (a) an employer may require or permit his employee to take his annual leave before the completion of the year of employment to which it relates;
 - (b) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates.
- (3) The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid on the last working day before the date of the commencement of such leave.
- (4) An employee whose contract of employment terminates—
- (a) in the first year of employment with the same employer, after the completion of one month, but before the completion of such year;
 - (b) in any subsequent year of employment with the same employer, but before the completion of such year;

shall upon termination, be paid in respect of each completed month of employment, not less than one-fifth of the weekly remuneration which he was receiving immediately prior to the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1), and leave accruals in terms of sub-clause 4 (b), and whose termination be paid in respect of each day thereof not less than one-fifth of the weekly remuneration which he was receiving immediately prior to the date of such termination.

(6) *Public Holidays.*—In addition to the leave prescribed in sub-clause (1) an employee, other than a casual employee or a watchman, shall be entitled to and be granted leave on Christmas Day, New Year's Day, Good Friday, the Day of the Covenant, 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 prior to such day; provided that if any such day falls on a Saturday, or Sunday, the Monday following such Saturday or Sunday, shall be deemed to be a public holiday for the purpose of this Agreement.

(7) For the purpose of this clause the term "employment" shall be deemed to include any period or periods during which an employee is—

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

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

- (i) in the case of an employee who was employed prior to the date of commencement of this Agreement, from the date when such employee last became entitled to leave under the industrial agreement of the said Industrial Council published in *Government Gazette Extraordinary* No. 4978 of 12th December 1952 as extended by Government Notice No. 1268 dated 25th June, 1954 and Government Notice No. 2681 dated 31st December, 1954, or the date of engagement, whichever date is the later.
- (ii) in the case of an employee engaged on or after the date of coming into operation of this Agreement, from the date of such engagement;

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 and the period of eight weeks shall be reduced in proportion to the shorter period of training.

- (a) whose contract of employment is terminated in December of any year; and
- (b) whose contract of employment has not been terminated by the employer for any cause which would be recognised by law as sufficient for the employer to terminate the contract without notice; and
- (c) whose contract of employment has not been terminated of his own accord, except for any cause which would be recognised by law as sufficient for the employee to terminate the contract without notice;

shall upon such termination in December—

- (i) if he has been employed by the same employer continuously throughout the period from any date in January of the same calendar year up to the date of such termination, be deemed to have completed a year of employment in terms of sub-section (1) and shall be paid in respect thereof the full annual leave pay prescribed by that sub-section, together with one day's pay for each of the

betaling vir enige openbare vakansiedag, nl. Geloftedag, Kersdag of Nuwejaarsdag waarvoor hy nog nie besoldig is nie; met dien verstande dat indien jaarlikse verlof gedurende genoemde tydperk kragtens subklousule (1) aan hom toegestaan is, 'n *pro rata* bedrag afgetrek moet word ten opsigte van die maande diens binne genoemde tydperk waarvoor verlof alreeds aan hom toegestaan is;

- (ii) as hy vir altesaam 5 maande, of aaneenlopend of in die geheel, in dieselfde kalenderjaar vóór 30 November by dieselfde werkgever in diens was, hy benewens verlof-betaling wat hom ingevolge subklousule (4) toekom, 'n dag se betaling moet ontvang vir elke openbare vakansiedag, nl. Geloftedag, Kersdag en Nuwejaarsdag, waarvoor hy nog nie besoldig is nie.

(9) Indien 'n werknemer se diens—

(a) in Desember van enige jaar beëindig word;

(b) by dieselfde werkgever voor 1 Julie in dieselfde kalenderjaar begin het;

(c) na ontslag binne 1 week na ontslag by dieselfde werkgever hervat word; en

(d) by dieselfde werkgever andersins aaneenlopend was tot 30 November van dieselfde jaar;

word dit beskou dat hy vir die toepassing van paragraaf (ii) van subklousule (8) vir 'n tydperk van 5 maande altesaam in diens was.

Ondanks andersluidende bepalings in hierdie klousule, kan enige werkgever verkies om sy fabriek vir 'n tydperk van 12 agtereenvolgende werkdag gedurende Desember en/of Januarie vir jaarlikse verlof te sluit, wanneer alle werknemers genoem in klousule

7 (1) (b) soos vo'g besoldig moet word:—

(a) As 12 opeenvolgende maande diens sedert die aanvang van hul jongste jaarlikse verlof voltooi is, die ekwivalent van 12 dae besoldiging teen die loonskaal plus lewenskoste-toelae wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het, plus 'n dag se besoldiging en lewenskostetoelae vir elke openbare vakansiedag genoem in subklousule (6) wat binne die tydperk van jaarlikse verlof voorkom;

(b) as minder as 12 maande diens voltooi is wanneer die fabriek sluit, die ekwivalent van 1 dag se besoldiging vir elke voltooië maand diens teen die loonskaal plus lewenskostetoelae wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het en vir enige openbare vakansiedag genoem in subklousule (6) wat gedurende die tydperk voorkom wanneer die fabriek ingevolge hierdie subklousule gesluit is, moet soos in paragraaf (a) van hierdie subklousule bepaal, betaal word.

8. SIEKTEVERLOF.

(1) 'n Werknemer wat 2 maande diens by dieselfde werkgever voltooi het en vanweë siekte of ongeval van sy werk afwesig is, uitgesonderd—

(a) siekte of 'n ongeluk wat deur die werknemers se eie nalatigheid of wangedrag veroorsaak is;

(b) 'n ongeluk wat binne die bepalings van die Ongevallewet, 1941, val;

het reg op siekteverlof van altesaam hoogstens 10 werkdag in 'n jaar diens, en moet ten opsigte van elke werkdag daarvan minstens een-vyfde van die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het, betaal word; met dien verstande dat 'n werkgever van sy werknemer kan vereis om ten opsigte van enige afwesigheid bo 2 dae 'n doktersertifikaat, onderteken deur 'n geregistreerde mediese praktisyn, as bewys van sodanige ongeskiktheid vir werk voor te lê.

(2) Siekteverlof met besoldiging en jaarlikse verlof mag nie saamval nie.

9. HANDELSREISIGERS EN KOMMISSIEWERK.

(1) 'n Handelsreisiger wat met sy werkgever ooreenkom om kommissiewerk te doen, moet by die aanvang van die werk deur die werkgever voorsien word van 'n ware afskrif van die Ooreenkoms of 'n uiteensetting van die voorwaardes van die Ooreenkoms, met inbegrip van—

(a) die kommissieskaal of -skale en betalingsvoorwaardes;

(b) die dag van die week of maand wanneer verdiende kommissie verskuldig en betaalbaar is;

(c) die gebied waarbinne die handelsreisiger verplig of toegelaat word om te werk;

(d) die minimum of maksimum individuele weeklikse of maandelikse bestellings, as daar is, wat die werkgever bereid is om te aanvaar;

(e) die dag waarop kommissie betaal moet word ten opsigte van bestellings wat die werkgever voor die beëindiging van die dienskontrak aanvaar het.

public holidays, the Day of the Covenant, Christmas Day and New Year's Day in respect of which payment has not already been made to him; provided that, if annual leave has been granted to him in terms of sub-section (1) during the said period, a deduction shall be made proportionate to the months of service within the said period in respect of which leave has already been granted to him;

- (ii) if he has been employed by the same employer for a total period of five months, either continuously or in the aggregate, in the same calendar year, calculated up to the 30th day of November in such year, be paid in addition to any leave payable to him in terms of sub-section (4), one day's pay for each of the public holidays the Day of the Covenant, Christmas Day and New Year's Day, in respect of which payment has not already been made to him.

(9) An employee—

(a) whose employment is terminated in December in any year; and

(b) whose employment with the same employer commenced prior to the first day of July in the same calendar year; and

(c) who, having been discharged, was re-employed by that same employer within one week from the date of such discharge; and

(d) whose employment has been otherwise continuous with that same employer up to the 30th day of November of the same year;

shall be deemed to have been employed for a total period of five months in terms of paragraph (ii) of sub-section (8).

Notwithstanding anything to the contrary contained in this clause any employer may elect to close his factory for a period of twelve consecutive working days during December and/or January for annual leave, when all employees referred to in clause 7 (1) (b) shall be paid—

(a) if twelve months of continuous employment have been completed since the commencement of their last annual leave, the equivalent of twelve days' pay at the rate of wage plus cost of living allowance which the employee was receiving immediately before the commencement of such leave, plus a day's pay and cost of living allowance for and each Public Holiday referred to in sub-clause (6) which may occur within the period of annual leave;

(b) if less than twelve months of employment have been completed when the factory closes, the equivalent of one day's pay for each completed month of employment at the rate of wage plus cost of living allowance which the employee was receiving immediately before the commencement of such leave and any Public Holidays such as referred to in sub-clause (6) which may occur during the period the factory is closed in terms of this sub-clause shall be remunerated as provided in paragraph (a) of this sub-clause.

8. SICK LEAVE.

(1) An employee who has completed two months' employment with the same employer and who is absent from work through sickness or incapacity other than—

(a) sickness or incapacity caused by the employee's own negligence or misconduct;

(b) an accident falling within the provisions of the Workmen's Compensation Act, 1941;

shall be entitled to and granted sick leave not exceeding ten working days in the aggregate in any one year of employment and shall be paid in respect of each working day thereof not less than one-fifth of the weekly remuneration which he was receiving immediately before the date of such leave; provided that an employer may require his employee to produce a medical certificate in proof of incapacity for work, signed by a registered medical practitioner in respect of any absence in excess of two days.

(2) Paid sick leave and annual leave shall not run concurrently.

9. TRAVELLERS AND COMMISSION WORK.

(1) A traveller who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of such agreement, or a statement setting out the terms of such agreement which shall include—

(a) the rate or rates of the commission and the conditions of entitlement;

(b) the day of the week or month when commission earned is due and payable;

(c) the area in which the traveller is required or permitted to work;

(d) the minimum and maximum orders, individual, weekly or monthly, if any, which the employer is prepared to accept; and

(e) the day of lodgment of commission in respect of orders accepted by the employer before termination of the contract of employment; provided that such day of payment shall not be later than the fifteenth day of the calendar month succeeding the month during which employment was terminated.

(2) Die ooreenkoms wat in subklousule (1) genoem word, mag nie vir die reisiger minder gunstig wees as hierdie Nywerheids-ooreenkoms waarna in subklousule (1) verwys word, en klousule 'n reisiger wat kommissiewerk doen, moet wees volgens die Ooreenkoms waarna in subklousule (1) verwys word, en klousule 5 (1) van hierdie Ooreenkoms is nie op sodanige betaling van toepassing nie.

(3) Behoudens soos in klousule 5 (7) bepaal, moet 'n werkgewer 'n reisiger wat kommissiewerk doen, vir enige tydperk betaal teen die skaal waaroor hulle ooreengekóm het; met dien verstande dat die reisiger se loon per week waarin hy kommissiewerk verrig, afgesien van die getal bestellings wat die werkgewer aanvaar, nie minder mag wees as die weekloon wat in klousule 4 vir 'n reisiger met sy ondervinding voorgeskryf word nie.

(4) 'n Werkgewer of werknemer wat 'n kommissiewerk-ooreenkoms wil beëindig of wil onderhandel vir 'n wysiging daarvan, moet minstens 'n week skriftelik kennis van sodanige voorneme gee.

10. UNIFORMS OF OORPAKKE.

(1) 'n Werkgewer moet uniforms en oorpakke gratis verskaf en skoon en in goeie kondisie hou en hulle bly sy eiendom.

(2) Om sulke uniforms of oorpakke skoon te hou mag die werkgewer van sy werknemers vereis om hulle uniforms of oorpakke in werkure te was met seep en ander uitrusting wat die werkgewer verskaf, of anders kan hy met sy werknemers ooreenkóm dat hulle hul uniforms of oorpakke in hul eie tyd was en stryk teen betaling van onderstaande bedrae:—

Was van 'n stofjas: 6d.
Was van 'n wit jas: 9d.
Was van 'n ketelpak: 1s. 3d.

11. DIENSSERTIFIKAAT.

(1) By beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgewer sodanige werknemers voorsien van 'n dienssertifikaat wat die naam voluit en adres van die werkgewer en die werknemer, die aard van die werk, die aanvangs- en beëindigingsdatums van die dienskontrak en die besoldiging en lewenskostoelae aantoon wat by die aanvangs- en beëindigingsdatums betaal is. 'n Kopie van sodanige sertifikaat moet op die dag waarop dit uitgereik is, aan die Sekretaris van die Raad gestuur word.

(2) 'n Werkgewer moet, voordat hy 'n applikant om werk as 'n graad I-werknemer in diens neem, van sodanige applikant vereis om 'n dienssertifikaat voor te lê, uitgereik deur die Raad, wat in die vorm van Aanhangsel B van hierdie Ooreenkoms moet wees; met dien verstande dat in die geval van persone wat nie vroeër by die nywerheid in Transvaal in diens was nie, 'n tydperk van 7 dae kan verstryk voordat die verstrekking van die kaart vereis word. By ontvangs van sodanige kaart moet die werkgewer onmiddellik die naam van sy fabriek, amsag van die werknemer, datum van indiensneming en loon by indiensneming op die dienskaart invul.

By diensbeëindiging moet die werkgewer op die kaart die datum van diensbeëindiging invul, asook die loon betaalbaar by diensbeëindiging en die totale tydperk wat die werknemer in sy diens was en die kaart aan die werknemer terugbesorg, en die Raad tegelykertyd van 'n kopie van die dienssertifikaat voorsien.

(3) 'n Werkgewer moet aan die einde van elke maand, ten opsigte van sodanige maand, 'n verslag inlewer van indiensnemings en diensbeëindigings wat in die vorm van Aanhangsel C moet wees. Die werkgewer moet die naam en nommer van elke graad I-werknemer wat gedurende daardie tydperk in diens geneem is, in die 2 linkerhandse kolomme, en die naam en nommer van elke graad I-werknemer wie se dienste beëindig is, en die datum van sodanige beëindiging, in die 3 regterhandse kolomme invul en die verslag voor of op die 15e dag van elke maand aan die Sekretaris van die Raad, Posbus 4581, Johannesburg, pos. Indien daar geen indiensnemings of diensbeëindigings is nie, moet bogenoemde verslag, met die woord „Niks” dwarsoor elke kolom geskryf, aan die einde van elke maand aan die Sekretaris van die Raad gestuur word.

12. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

Geen werkgewer mag iemand onder 15 jaar in diens neem nie.

13. VRYSTELLINGS.

(1) Die Raad kan, om voldoende redes, vrystelling aan of ten opsigte van iemand verleen van die bepalings van hierdie Ooreenkoms; met dien verstande dat geen vrystelling van klousule 6 (7) van hierdie Ooreenkoms aan of ten opsigte van 'n vroulike werknemer wat handwerk doen, verleen mag word nie, uitgesonderd—

(a) vir noodwerk;
(b) vir werk wat noodsaaklik is om die verlies van bederfbare grondstowwe te voorkom.

(2) The terms of the agreement referred to in sub-clause (1) shall be not less favourable to the traveller than the terms of this Industrial Agreement; provided that the due date of payment of remuneration to a traveller on commission work shall be in accordance with the agreement referred to in sub-clause (1) and the provisions of clause 5 (1) of this Industrial Agreement shall not apply to such payment.

(3) Save as provided in clause 5 (7), an employer shall pay to his traveller on commission work for any period remuneration at the rate agreed upon between them; provided that, irrespective of the number or value of orders accepted by the employer he shall pay to such traveller not less than the weekly wage prescribed in clause 4 for a traveller of his experience in respect of each week in which commission work is performed.

(4) An employer or an employee who intends to cancel, or to negotiate for an alteration of an agreement in regard to commission work shall give not less than one week's written notice of such intention.

10. UNIFORMS OR OVERALLS.

(1) An employer shall provide free of charge, and maintain in clean and proper condition, uniforms or overalls, and they shall remain the property of the employer.

(2) In order to maintain such uniforms or overalls in clean condition the employer may require his employee to launder in working hours the uniforms or overalls issued to them respectively, the employer supplying to the employees the necessary soap and equipment for the purpose, or, in the alternative, may enter into a mutual arrangement with his employees whereby the employees launder their uniforms or overalls in their own time upon payment to them of the respective amounts following in respect of each:—

Laundering a dust coat: 6d.
Laundering a white coat: 9d.
Laundering a boiler suit: 1s. 3d.

11. CERTIFICATE OF SERVICE.

(1) An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full name and address of the employer and the employee, the nature of the employment, the date of commencement of the contract of employment, the date of termination thereof and the remuneration and cost of living allowance paid at the date of such commencement and termination. A copy of such certificate shall be transmitted on the day it is issued to the Secretary of the Council.

(2) An employer shall, before engaging an applicant for employment as a Grade I employee, require such applicant to produce a Service Card issued by the Council, which shall be in the form of Annexure B to this Agreement; provided that, in the case of persons who have not previously been employed in the Industry in the Transvaal, a period of seven days may elapse before production of the card shall be requisite. The employer shall, immediately upon receipt of such card, enter in the service card the name of his factory, occupation of the employee, date of engagement and wage on engagement.

When employment is terminated, the employer shall enter in the card the date of termination of employment, wage payable on termination of employment and the total period the employee was in his employ, and return the card to the employee, at the same time furnishing the Council with a copy of the Certificate of Service.

(3) An employer shall, at the end of every month, render a report of engagements and terminations, in respect of such month, which shall be in the form of Annexure C to this Agreement.

The employer shall enter the name and number of each Grade I employee engaged during that period in the two left hand columns, and the name and number of each Grade I employee whose services have terminated and the date of such termination in the three right hand columns, and post the report, by not later than the fifteenth day of each month, to the Secretary of the Council, P.O. Box 4581, Johannesburg.

When there are no engagements or discharges the report referred to above must still be forwarded to the Secretary of the Council at the end of every month with the word "Nil" endorsed across each column.

12. 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.

13. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason; provided that no exemption shall be granted from the provisions of clause 6 (7) of this Agreement to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

(a) which is necessitated by an emergency; or
(b) which is necessary to prevent loss of raw materials in the course of treatment which are subject to rapid deterioration.

(2) Die Raad moet ten opsigte van die persoon aan wie vrystelling verleen word, die voorwaardes en geldigheidsduur van die vrystelling vasstel; met dien verstande dat die Raad na goeddunke, en na aan die betrokke persoon een week skriftelik kennis gegee is, enige vrystellingsertifikaat kan herroep.

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

- Die naam voluit van die betrokke persoon;
 - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes waarop vrystelling verleen word; en
 - die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- alle sertifikate wat uitgereik word, in volgorde nummer;
 - van elke sertifikaat wat uitgereik word 'n afskrif hou; en
 - wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

14. UITGAWES VAN DIE RAAD.

Ten einde in die uitgawes van die Raad te voorsien, moet werkgewers op elke betaaldag die volgende afrek:—

- Ten opsigte van werknemers wat by die week betaal word—
 - 2d. van die verdienste van elk van sy werknemers wat 'n loon tot en met £3 per week ontvang;
 - 5d. van die verdienste van elk van sy werknemers wat 'n loon van meer as £3 en tot en met £5 per week ontvang;
 - 8d. van die verdienste van elk van sy werknemers wat 'n loon van meer as £5 per week ontvang.
- Ten opsigte van werknemers wat by die maand betaal word—
 - 9d. van die verdienste van elk van sy werknemers wat 'n loon tot en met £13 per maand ontvang;
 - 1s. 9d. van die verdienste van elk van sy werknemers wat 'n loon van meer as £13 en tot en met £21. 13s. 4d. per maand ontvang;
 - 2s. 10d. van die verdienste van elk van sy werknemers wat 'n loon van meer as £21. 13s. 4d. per maand ontvang.
- By die totaal van die bedrag wat só afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die 15de dag van die maand wat volg op die maand ten opsigte waarvan die bedrag afgetrek is, aan die Sekretaris van die Raad, Posbus 4581, Johannesburg, stuur, of by 'n ander adres waarvan die Raad werkgewers skriftelik in kennis moet stel.

15. GETALLEVERHOUDING.

(1) *Chemietegnikus*.—'n Werkgewer mag nie 'n ongekwalifiseerde chemietegnikus in diens neem nie tensy hy 'n chemietegnikus in diens het, en vir elke chemietegnikus in sy diens mag hy hoogstens 1 ongekwalifiseerde chemietegnikus in diens neem; met dien verstande dat 'n chemiekus of apteker en drogis vir die toepassing van hierdie subklousule as 'n gekwalifiseerde chemietegnikus beskou mag word.

(2) *Versendingsklerk*.—'n Werkgewer moet 'n gekwalifiseerde versendingsklerk in sy diens hê voordat hy 'n ongekwalifiseerde versendingsklerk in diens mag neem, en hy mag hoogstens 3 ongekwalifiseerde versendingsklerke vir elke gekwalifiseerde versendingsklerk by hom, in diens neem.

(3) *Vroulike klerklike werknemer*.—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike klerk 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 mag hy hoogstens 1 ongekwalifiseerde vroulike klerklike werknemer in diens neem.

(4) *Manlike klerklike werknemer*.—'n Werknemer 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 mag hy hoogstens 1 ongekwalifiseerde manlike of vroulike klerklike werknemer in diens neem.

(5) *Graad I-werknemer*.—'n Werkgewer moet 'n gekwalifiseerde graad I-werknemer in diens hê voordat hy 'n ongekwalifiseerde graad I-werknemer in diens neem, en vir elke gekwalifiseerde graad I-werknemer by hom in diens mag hy hoogstens 1 ongekwalifiseerde graad I-werknemer in diens neem.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

(a) die reg van 'n werkgewer of werknemer om die dienskontrak om 'n rede wat by wet as voldoende erken word, sonder kennisgewing op te sê; en

(b) 'n geskrewe ooreenkoms tussen werkgewer en werknemer waarin voorsiening gemaak word vir 'n langer tydperk van kennisgewing;

moet 'n werkgewer of 'n werknemer wat 'n dienskontrak wil beëindig, in die geval van 'n werknemer wat by die week betaal word, minstens 1 week en in die geval van 'n werknemer wat by die maand betaal word, een kalendermaand skriftelik kennis van sy voorneme gee.

(2) As 'n werkgewer of werknemer versuim om kennis te gee soos in subklousule (1) hiervan voorgeskryf word, moet onderstaande deur die werkgewer betaal of deur die werknemer verbeur word:—

(a) In die geval van 'n werknemer wat by die week betaal word, die volle weekloon wat die werknemer onmiddellik voor diensbeëindiging ontvang het.

(2) The Council shall fix in respect of any person granted exemption 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.

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by him setting out—

- the full name of the person concerned;
- the provisions of this Agreement from which such exemption is granted; and
- the conditions subject to which such exemptions is granted; and
- the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- number consecutively all licences issued;
- retain a copy of each licence issued; and
- where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

14. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct on each pay-day—

(1) in respect of employees paid weekly—

- twopence from the earnings of each of his employees who is in receipt of a wage of up to and including £3 per week;
- fivepence from the earnings of each of his employees who is in receipt of a wage of over £3 per week and up to and including £5 per week;
- eightpence from the earnings of each of his employees who is in receipt of a wage of over £5 per week;

(2) in respect of employees paid by the month—

- ninepence from the earnings of each of his employees who is in receipt of a wage of up to and including £13 per month;
- one shilling and ninepence from the earnings of each of his employees who is in receipt of over £13 per month and up to and including £21. 13s. 4d. per month;
- two shillings and tenpence from the earnings of each of his employees who is in receipt of a wage of over £21. 13s. 4d. per month.

(3) To the aggregate of the amounts so deducted the employer shall add an equal amount, and shall forward by not later than the 15th day of the month following the month in respect of which the deductions were made the total sum to the Secretary of the Industrial Council at the address P.O. Box 4581, Johannesburg, or at such other address as the Council may notify the employers in writing.

15. RATIO OR PROPORTION.

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

(2) *Despatch Clerk*.—An employer shall employ a qualified 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 employ a qualified Grade I employee before he may employ an unqualified grade I employee, and he shall not employ more than one unqualified grade I employee for each qualified grade I employee employed by him.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Subject to—

- the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or
- the provisions of any written agreement between employer and employee, stipulating for a period of notice in excess of that provided for herein;

an employer or his employee shall give notice in writing of his intention to terminate a contract of service of not less than one week in the case of a weekly paid employee, and one calendar month in the case of a monthly paid employee.

(2) In the event of an employer or an employee failing to give notice as prescribed in sub-clause (1) hereof the employer shall pay or the employee shall forfeit—

- in the case of a weekly paid employee, an amount equal to the full weekly remuneration which the employee was receiving immediately prior to the date of such termination; and

(b) In die geval van 'n werknemer wat by die maand betaal word, die volle maandloon wat die werknemer onmiddellik voor diensbeëindiging ontvang het.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgever die reg om, indien die bedrag wat hy 'n werknemer aan loon verskuldig is, die bedrag dek wat volgens subklousule (2) verbeur word, die tekort aan te suiwer uit enige ander voordele wat op die werknemer se naam oploop op die tydstip wanneer hy wegdros, en vir die toepassing van hierdie subklousule word 'n bedrag wat die werknemer ingevolge klousule 7 (4) van hierdie Ooreenkoms toekom, ook beskou as 'n voordeel wat aan die oploop is.

(4) Die diensopsegging voorgeskryf in subklousule (1) mag nie met die jaarlikse verlof of met siekteverlof saamval nie.

(5) Die diensopsegging voorgeskryf in subklousule (1) moet so gegee word dat dit ingaan op die gewone betaaldag van die inrigting in die geval van 'n werknemer wat by die week, en op die eerste werkdag van die maand in die geval van 'n werknemer wat by die maand besoldig word.

17. DIE ORGANISEER VAN WERKNEMERS.

'n Werkgever moet vakverenigingvertegenwoordigers toelaat om die fabrieksterrein en/of ruskamers, of as daar nie sodanige terreine of ruskamers is nie, sy inrigting te betree om vakverenigingsorganisasiewerk te doen.

18. VAKVERENIGINGSVERTEENWOORDIGERS OP DIE RAAD.

Werkgevers moet aan werknemers wat verteenwoordigers op die Raad is, alle fasiliteite verskaf om hul werk in verband met die Raad se werksaamhede te verrig.

19. AGENTE.

(1) Die Raad moet een of meer persone aanstel as agente om te help by die toepassing van hierdie Ooreenkoms.

(2) Elke werkgever moet die agente toelaat om sy inrigting te betree en navrae te doen, geskrifte, boeke, loonstate, loonkoevertre en betaalkaartjies te ondersoek en sodanige persone te ondervra as wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

20. VERTONING VAN OOREENKOMS.

Elke werkgever moet op 'n opvallende en toeganklike plek in sy inrigting die Staatskoerant waarin die Minister van Arbeid hierdie Ooreenkoms publiseer, vertoon hou.

21. VERSEKERING VAN WERKNEMERS SE PERSOONLIKE BESITTINGS.

'n Werkgever moet elkeen van sy werknemers vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word, by 'n betroubare brandversekeringsmaatskappy verseker hou teen die beskadiging van sy kiere en persoonlike besittings deur brand op die werkgever se perseel en die skade of verlies weens so 'n brand word vir versekeringsdoeleindes tot tien pond (£10) per werknemer beperk.

22. Ingeval 'n deel van hierdie Ooreenkoms onuitvoerbaar of *ultra vires* bevind word, raak dit nie die orige gedeelte van die Ooreenkoms nie en maak dit die Ooreenkoms uit.

(b) in the case of a monthly paid employee, an amount equal to the full monthly remuneration which the employee was receiving immediately prior to the date of such termination.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clause (2), the employer shall be entitled to recover such amount from other benefits, if any, which were in the process of accrual to such employee at the time of his desertion; and for the purpose of this sub-clause any payment which may be due to an employee in terms of clause 7 (4) of this Agreement shall also be regarded as a benefit in the process of accrual.

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

(5) The notice referred to in sub-clause (1) shall be given so as to take effect from the usual pay-day of the establishment in the case of a weekly paid employee, and from the first working day of the month in the case of a monthly paid employee.

17. ORGANISATION OF EMPLOYEES.

An employer shall permit trade union officials admission to factory grounds and/or rest rooms, or, where no such grounds or rest rooms are available, entrance to his establishment, for the purpose of carrying on trade union organisation.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Employers shall give to any of their employees who are representatives on the Council every facility to attend to their duties in connection with the work of the Council.

19. AGENTS.

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

(2) It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and examine such documents, books, wage sheets, pay envelopes and pay tickets, and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

20. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment, and in a conspicuous place where it is readily accessible to his employees, the *Government Gazette* in which this Agreement is published by the Minister of Labour.

21. INSURANCE OF EMPLOYEES' PERSONAL EFFECTS.

Every employer shall insure and keep insured with a well established and reputable fire insurance company each and every one of his employees for whom wages and conditions of employment are prescribed in this Agreement against the loss or damage to his clothing and personal effects caused by fire upon the premises of the employer, such loss or damage arising out of each such fire for the purpose of such insurance to be limited to ten pounds (£10) in respect of each employee.

22. In the event of a portion of this Agreement being found inoperative or *ultra vires*, the remainder of the Agreement shall not be affected and shall constitute the Agreement.

AANHANGSEL A.

[Klousule 5 (3)].

NYWERHEIDSRAAD VIR DIE TRANSVAALSE CHEMIKALIEËNYWERHEID.

Naam van werkgever.....
 Naam van werknemer..... Werk..... No.....
 Datum van betaaldag.....

	£	s.	d.
Gewone ure (.....uur).....			
Lewenskostetoelae.....			
Oortyd:uur @per uur.....			
.....uur @per uur.....			
Jaarlikse vakansieverlof.....			
Betaling i.p.v. kennisgewing.....			
Min gemagtigde aftrekkings:			
Nywerheidsraad.....			
Werkloosheidversekering.....			
Vakvereniginggelde.....			
NETTO BEDRAG VAN LOON INGESLUIT.....			

AANHANGSEL B.

[Klousule 11 (2)].

Familienaam _____ Voornaam _____ Registrasienumer _____
 Adres: _____ Nuwe Adres: _____
 _____ Nuwe Adres: _____
 Nuwe Adres: _____

REKORD VAN ONDERVINDING.

Op _____ 195 _____ jaar _____ maande. Minimum loon _____ Basiese loon plus _____ L.K.T.

Naam van fabriek.	Datum van indiensneming.	Ambag.	Loon.	Datum van vertrek.	Loon.	Tydperk.

By indienseeming moet hierdie kaart oorhandig word aan die werkgewer wat die eerste 4 kolomme moet invul. By diensbeëindiging moet die werkgewer die laaste 3 kolomme invul en die kaart aan die werknemer terugbesorg en tegelykertyd die Raad van 'n kopie van die Dienssertifikaat voorsien.

Handtekening van Werkgewer _____

AANHANGSEL C.

[Klousule 11 (3)].

NYWERHEIDSRAAD VIR DIE TRANSVAALSE CHEMIKALIEËNYWERHEID.

VERSLAG VAN INDIENSENEMINGS EN DIENSEBEEINDIGINGS.

Fabriek _____ Maand eindigende _____
 Pos maandeliks aan Nywerheidsraad vir die Transvaalse Chemikalieënywerheid, Posbus 4581, Johannesburg.
 As daar geen indienseemings of diensbeëindigings is nie, moet 'n kopie van hierdie vorm met die woord NIKS oor elke kolom skryf, nogtans ingestuur word.

IN DIENS GENEEM.		DIENS BEEINDIG.		
Naam.	Raadsnommer.	Naam.	Raadsnommer.	Datum van diensbeëindiging.

ANNEXURE A.

[Clause 5 (3).]

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY.

Name of Employer _____
 Name of Employee _____ Occupation _____ No _____
 Date of Pay Day _____

	£	s.	d.
Ordinary hours (_____ hours).....			
Cost of Living Allowance.....			
Overtime: _____ hours @ _____ per hour.....			
_____ hours @ _____ per hour.....			
Annual Holiday Leave.....			
Payment in lieu of Notice.....			
Less Authorized Deductions:			
Industrial Council.....			
Unemployment Insurance.....			
Union Fees.....			
NET AMOUNT OF PAY ENCLOSED.....			

ANNEXURE B.

[Clause 11 (2)].

Surname _____ First Name _____ Reg. No. _____
 Address: _____ New Address: _____
 New Address: _____

RECORD OF EXPERIENCE.

As at _____ 195____ years _____ months. Minimum Wage _____ Basic plus _____ COLA.

Name of Factory.	Date of Engagement.	Occupation.	Wage.	Date of Leaving.	Wage.	Period.

On engagement, this card must be handed to the employer, who must fill in the first four columns. When employment is terminated, the employer must fill in the last three columns and return the card to the employee, at the same time furnishing the Council with a copy of the Certificate of Service.

Signature of Employee _____

ANNEXURE C.

[Clause 11 (3)].

INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL MANUFACTURING INDUSTRY.

REPORT OF ENGAGEMENTS AND TERMINATIONS.

Factory _____ Month Ending _____
 Post monthly to Industrial Council for the Transvaal Chemical Manufacturing Industry, P.O. Box 4581, Johannesburg.
 When there are no engagements or discharges a copy of this form must still be sent in with the word NIL written across each column.

ENGAGED.		DISCHARGED.		
Name.	Council No.	Name.	Council No.	Date of Discharge.

Namens die partye op hede die 15de dag van Februarie 1955 onderteken.

G. A. P. DIENST,
Voorsitter van die Raad.
A. A. MENKIN,
Ondervoorsitter van die Raad.
J. A. SAGAR,
Sekretaris van die Raad.

* No. 1916.]

[23 September 1955.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

CHEMIKALIEËNYWERHEID (WITWATERSRAND
EN PRETORIA).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid, gepubliseer by Goewermentskennisgewing No. 1915 van 23 September 1955, vir die persone wie se werkure daardeur gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

Signed on behalf of the parties, on this 15th day of February, 1955.

G. A. P. DIENST,
Chairman of the Council,
A. A. MENKIN,
Vice-Chairman of the Council,
J. A. SAGAR,
Secretary of the Council.

* No. 1916.]

[23 September 1955.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CHEMICAL MANUFACTURING INDUSTRY (WIT-
WATERSRAND AND PRETORIA).

I, JOHANNES DE KLERK, 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 Manufacturing Industry, published under Government Notice No. 1915 of the 23rd September, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

INVOERDERS UITVOERDERS NYWERAARS

teken in op



"HANDEL EN NYWERHEID"

*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENGELD: In die Unie van S.A., Suidwes-Afrika, Betsjoeanaland-Protectoraat, Swasieland, Basoetoland, Suid- en Noord-Rhodesie, Mosambiek, Angola, Belgiese Kongo, Niassaland, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria

VERSKYN IN ALBEI-AMPTELIKE TALE

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