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GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1021.] [8 June 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

PHOTO FINISHING TRADE.

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 Photo Finishing Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday 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 17 (inclusive), 19, 21 and 22 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the Magisterial Districts of Johannesburg, Germiston, Boksburg, Benoni and Kempton Park, excluding that portion which prior to the publication of Government Notice No. 551 dated 29th March, 1956, fell within the Magisterial District of 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, Germiston, Boksburg, Benoni and Kempton Park, excluding that portion which prior to the publication of Government Notice No. 551 dated 29th March, 1956 fell within the Magisterial District of Pretoria; and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday the provisions contained in clauses 3 to 17 (inclusive), and 22 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade 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.

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1021.] [8 Junie 1956.

NYWERHEID-VERSOENINGSWET, 1937.

FOTOAFWERKINGSBEDRYF.

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 hiervan verskyn en op die Fotoafwerkingsbedryf betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 19, 21 en 22 van genoemde Ooreenkoms van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte Johannesburg, Germiston, Boksburg, Benoni en Kempton Park, uitgesonderd daardie gedeelte wat voor publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die magistraatsdistrik Pretoria geval het; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, en 22 van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, in die magistraatsdistrikte Johannesburg, Germiston, Boksburg, Benoni en Kempton Park, uitgesonderd daardie gedeelte wat voor publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die magistraatsdistrik Pretoria geval het, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf, wat nie by die woordomskriving van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE PHOTO FINISHING TRADE.

AGREEMENT

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

South African Photo Finishing Employers' Association (hereinafter referred to as "the employers" or "the employers' association"), of the one part and the

Photographic Employees' Association (hereinafter referred to as "the employees" or "trade union"), of the other part

being parties to the Industrial Council for the Photo Finishing Trade.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Areas of Johannesburg, Germiston, Benoni, Boksburg and those portions of the Magisterial District of Kempton Park previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni, prior to the publication of Government Notice No. 551 of the 29th March, 1956, by all employers who are members of the employers' association and who are engaged in the Photo Finishing Trade and by all the employees who are members of the trade union and who are employed in that trade, and for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into force on such date as may be determined by the Minister of Labour, in terms of section forty-eight of the Act, and shall remain in force for a period of two years or such a period as the Minister may determine.

3. DEFINITIONS.

"Act" means the Industrial Conciliation Act of 1937.

"Casual employee" means an employee who is engaged by the same employer on not more than three days in any one week.

"Clerical employee" means an employee engaged in writing, invoicing, typing and/or any other form of clerical work and shall include a cashier and telephone operator.

"Experience" means, in relation to a No. 1 employee, a No. 2 employee or a No. 3 employee, the total period or periods which an employee has had in the Photo Finishing Trade as a No. 1 employee, a No. 2 employee or a No. 3 employee respectively.

"Film cutter" means an employee engaged in the cutting of films for printing purposes.

"Labourer" means an employee engaged wholly or mainly in any one or more of the following operations:—

- (a) Cleaning and/or washing of premises, vehicles, tools, utensils and/or furniture;
- (b) making of tea or similar beverages;
- (c) washing and/or drying of prints and/or films;
- (d) washing bottles, tins, dishes and/or other containers;
- (e) delivering and/or collecting of letters, messages and/or other articles;
- (f) carrying and/or stacking of any kinds of goods;
- (g) packing and/or wrapping of parcels;
- (h) mounting by press;
- (i) loading and/or unloading vehicles;
- (j) sorting and/or trimming;
- (k) film cutter.

"No. 1 employee" means an employee engaged in the developing of films.

"No. 1 employee, qualified," means a No. 1 employee who has had not less than 2½ years' experience as a No. 1 employee.

"No. 1 employee, unqualified," means a No. 1 employee who has had less than 2½ years' experience as a No. 1 employee.

"No. 2 employee" means an employee engaged in the developing of prints and includes a clerical employee.

"No. 2 employee, qualified," means a No. 2 employee who has had not less than 3½ years' experience as a No. 2 employee.

"No. 2 employee, unqualified," means a No. 2 employee who has had less than 3½ years' experience as a No. 2 employee.

"No. 3 employee" means an employee engaged in one or more of the following operations:—

- (a) The checking of prints to detect faults thereon;
- (b) the colouring of all types of photographs;
- (c) the enlarging or projecting of prints;
- (d) the making of lantern slides from negatives;
- (e) the printing of contact prints.

"No. 3 employee, qualified," means a No. 3 employee who has had not less than 4 years' experience as a No. 3 employee.

"No. 3 employee, unqualified," means a No. 3 employee who has had less than 4 years' experience as a No. 3 employee.

BYLAE.

NYWERHEIDSRAAD VIR DIE FOTOAFWERKINGSBEDRYF.

OOREENKOMS

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

South African Photo Finishing Employers' Association (hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

Photographic Employees' Association (hieronder „die werknemers” of „die vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Fotoafwerkingsbedryf.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrikte Johannesburg, Germiston, Benoni en Boksburg en daardie gedeeltes van die magistraatsdistrik Kemptonpark wat voorheen binne die magistraatsdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie en in die fotoafwerkingsbedryf is, en deur alle werknemers wat lede van die vakvereniging en in daardie bedryf in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat kragtens artikel agt-en-veertig van die Wet deur die Minister van Arbeid bepaal word en bly één jaar van krag of vir sodanige tydperk as wat die Minister vasstel.

3. WOORDOMSKEYWINGS.

„Wet” beteken die Nywerheid-versoeningswet, 1937.

„Los werknemer” beteken 'n werknemer wat hoogstens drie dae per week by dieselfde werkgewer in diens is.

„Klerklike werknemer” beteken 'n werknemer wat skryfwerk verrig, fakture uitmaak, tik en/of enige ander vorm van klerklike werk doen, en dit omvat 'n kassier en telefonis.

„Ondervinding”, met betrekking tot 'n No. 1-werknemer, 'n No. 2-werknemer of 'n No. 3-werknemer, beteken die totale tydperk of tydperke waarin 'n werknemer onderskeidelik as 'n No. 1-werknemer, 'n No. 2-werknemer of 'n No. 3-werknemer in die fotoafwerkingsbedryf werksaam was.

„Filmsnyer” beteken 'n werknemer wat films vir afdrukdoel-eindes sny.

„Arbeider” beteken 'n werknemer wat hoofsaaklik of uitsluitlik vir een of meer van ondergenoemde werksaamhede in diens is:—

- (a) Persele, voertuie, gereedskap, gerei en/of meubels skoonmaak en/of was;
- (b) tee of dergelike drank maak;
- (c) afdrukke en/of films was en/of droogmaak;
- (d) flesse, blikke, skottels en/of ander houers was;
- (e) briewe, boodskappe en/of ander artikels aflewer en/of afhaal;
- (f) enige soort goed dra en/of opstapel;
- (g) pakkette verpak en/of indraai;
- (h) met 'n pers monteer;
- (i) voertuie laai en/of aflaai;
- (j) sorteer en/of afwerk;
- (k) films sny.

„No. 1-werknemer” beteken 'n werknemer wat films ontwikkel.

„No. 1-werknemer, gekwalifiseer” beteken 'n No. 1-werknemer met minstens 2½ jaar ondervinding as 'n No. 1-werknemer.

„No. 1-werknemer, ongekwalifiseer” beteken 'n No. 1-werknemer met minder as 2½ jaar ondervinding as 'n No. 1-werknemer.

„No. 2-werknemer” beteken 'n werknemer wat afdrukke ontwikkel en omvat 'n klerklike werknemer.

„No. 2-werknemer, gekwalifiseer” beteken 'n No. 2-werknemer met minstens 3½ jaar ondervinding as 'n No. 2-werknemer.

„No. 2-werknemer, ongekwalifiseer” beteken 'n No. 2-werknemer met minder as 3½ jaar ondervinding as 'n No. 2-werknemer.

„No. 3-werknemer” beteken 'n werknemer wat een of meer van die volgende soorte werk verrig:—

- (a) Afdrukke nagaan om gebreke daarop op te spoor;
- (b) alle tipes foto's kleur;
- (c) afdrukke vergroot of projekteer;
- (d) lanternplaatjies uit negatiewe vervaardig;
- (e) kontakafdrukke maak.

„No. 3-werknemer, gekwalifiseer” beteken 'n No. 3-werknemer met minstens 4 jaar ondervinding as 'n No. 3-werknemer.

„No. 3-werknemer, ongekwalifiseer” beteken 'n No. 3-werknemer met minder as 4 jaar ondervinding as 'n No. 3-werknemer.

"Photo Finishing Trade" means the trade in which employers and employees are associated for the purpose of carrying out processes of pohotography, including enlarging, contact printing, lanternslide making, developing of films, colouring of prints and/or mounting of prints, but shall not include the taking of photographs for and on behalf of members of the public and the developing and printing of such photographs.

"Trimmer" means an employee engaged in the trimming of prints.

Classification of Employees.

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

4. REMUNERATION.

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

	Per Week.	Per Month.
	£ s. d.	£ s. d.
No. 1 employee, qualified	3 7 0	14 10 0
No. 1 employee, unqualified—		
during the first six months experience ...	1 19 3	8 10 0
during the second six months experience ...	2 1 7	9 0 0
during the third six months experience ...	2 6 2	10 0 0
during the fourth six months experience ...	2 13 1	11 10 0
during the fifth six months experience ...	2 17 9	13 10 0
thereafter	3 7 0	14 10 0
No. 2 employee, qualified	3 16 2	16 10 0
No. 2 employee, unqualified—		
during the first six months experience ...	2 3 10	9 10 0
during the second six months experience ...	2 6 2	10 0 0
during the third six months experience ...	2 8 6	10 10 0
during the fourth six months experience ...	2 10 9	11 0 0
during the fifth six months experience ...	2 15 5	12 0 0
during the sixth six months experience ...	3 0 0	13 0 0
during the seventh six months experience ...	3 4 7	14 0 0
thereafter	3 16 2	16 10 0
No. 3 employee, qualified	4 12 4	20 0 0
No. 3 employee, unqualified—		
during the first six months experience ...	2 3 10	9 10 0
during the second six months experience ...	2 6 2	10 0 0
during the third six months experience ...	2 8 6	10 10 0
during the fourth six months experience ...	2 10 9	11 0 0
during the fifth six months experience ...	2 17 9	12 10 0
during the sixth six months experience ...	3 2 4	13 10 0
during the seventh six months experience ...	3 9 3	15 0 0
during the eighth six months experience ...	4 0 10	17 10 0
thereafter	4 12 4	20 0 0
Labourer—		
during the first year of service with the same employer	1 15 0	7 11 8
during the second year of service with the same employer	1 17 6	8 2 6
thereafter	2 0 0	8 13 4

Proviso.

(2) Where a qualified employee has been absent from or not having been engaged in the trade for a continuous or intermittent period or periods of more than five years, prior to his engagement, such an employee shall be engaged on a probationary period of three months, and shall be paid for such probationary period at a rate of not less than that applicable to the sixth six months experience, as prescribed for an unqualified No. 3 employee, and thereafter he shall be reckoned as a fully qualified person and shall subject to sub-clause 6 hereof be paid not less than the wage prescribed for a qualified employee in the class of work in which he is mainly or wholly engaged.

(3) *Basis of Contract.*—The basis of contract of service of an employee, except a casual employee, shall be weekly or monthly as the case may be, and subject to sub-clause (6) of this clause, he shall be paid in respect of a week in the case of a weekly employee, and a month in the case of a monthly employee, not less than the weekly or monthly wage as the case may be, for an employee of his class, irrespective of where or not during that week or month he has worked the maximum number of hours prescribed herein.

"Fotoafwerkingsbedryf" beteken die bedryf waarin werkgewers en werknemers geassosieer is vir die doel om fotografie-prosesse uit te voer, met inbegrip van vergroting, kontakafdrukke en lanternplaatjies maak, films ontwikkel, afdrukke kleur en/of monteer; maar dit omvat nie die neem van foto's vir en namens lede van die publiek en die ontwikkel van sulke foto's nie.

"Afwerker" beteken 'n werknemer wat afdrukke afwerk.

Indeling van werknemers.

By die indeling van 'n werknemer word dit beskou dat hy tot dié klas behoort waarin hy hoofsaaklik of uitsluitlik in diens is.

4. BESOLDIGING.

(1) Die minimum loon wat deur enige werkgewer aan elke lid van die ondergenoemde klasse werknemers betaal moet word, is soos volg:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
No. 1-werknemer, gekwalifiseer	3 7 0	14 10 0
No. 1-werknemer, ongekwalifiseer—		
gedurende eerste ses maande ondervinding	1 19 3	8 10 0
gedurende tweede ses maande ondervinding	2 1 7	9 0 0
gedurende derde ses maande ondervinding	2 6 2	10 0 0
gedurende vierde ses maande ondervinding	2 13 1	11 10 0
gedurende vyfde ses maande ondervinding	2 17 9	13 10 0
daarna	3 7 0	14 10 0
No. 2-werknemer, gekwalifiseer	3 16 2	16 10 0
No. 2-werknemer, ongekwalifiseer—		
gedurende eerste ses maande ondervinding	2 3 10	9 10 0
gedurende tweede ses maande ondervinding	2 6 2	10 0 0
gedurende derde ses maande ondervinding	2 8 6	10 10 0
gedurende vierde ses maande ondervinding	2 10 9	11 0 0
gedurende vyfde ses maande ondervinding	2 15 5	12 0 0
gedurende sesde ses maande ondervinding	3 0 0	13 0 0
gedurende sewende ses maande ondervinding	3 4 7	14 0 0
daarna	3 16 2	16 10 0
No. 3-werknemer, gekwalifiseer	4 12 4	20 0 0
No. 3-werknemer, ongekwalifiseer—		
gedurende eerste ses maande ondervinding	2 3 10	9 10 0
gedurende tweede ses maande ondervinding	2 6 2	10 0 0
gedurende derde ses maande ondervinding	2 8 6	10 10 0
gedurende vierde ses maande ondervinding	2 10 9	11 0 0
gedurende vyfde ses maande ondervinding	2 17 9	12 10 0
gedurende sesde ses maande ondervinding	3 2 4	13 10 0
gedurende sewende ses maande ondervinding	3 9 3	15 0 0
gedurende agste ses maande ondervinding	4 0 10	17 10 0
daarna	4 12 4	20 0 0
Arbeider—		
gedurende die eerste jaar diens by dieselfde werkgewer	1 15 0	7 11 8
gedurende die tweede jaar diens by dieselfde werkgewer	1 17 6	8 2 6
daarna	2 0 0	8 13 4

Voorbehoud.

(2) Ingeval 'n gekwalifiseerde werknemer van die bedryf afwesig was, of nie in die bedryf oor 'n ononderbroke of onderbroke tyd of tye van meer as 5 jaar voor sy indiensneming in diens was nie, moet so 'n werknemer vir 'n proeftyd van drie maande in diens geneem word en moet hy vir die proeftyd teen minstens die skaal besoldig word wat van toepassing is op dié van die sesde ses maande ondervinding, soos voorgeskryf vir 'n ongekwalifiseerde werknemer No. 3, en daarna word hy as 'n ten volle gekwalifiseerde persoon beskou en, onderworpe aan subklousule (6) hiervan, moet hy minstens die loon betaal word wat vir 'n gekwalifiseerde werknemer voorgeskryf word in die klas werk waarin hy hoofsaaklik of uitsluitlik in diens is.

(3) *Kontrakbasis.*—Die basis van kontrak van 'n werknemer, behalwe 'n los werknemer, is 'n weeklikse of maandelikse, na gelang van die geval, en onderworpe aan subklousule (6) van hierdie klousule, moet hy ten opsigte van 'n week in die geval van 'n weeklikse werknemer, en 'n maand in die geval van 'n maandelikse werknemer, minstens die week- of maandon, na gelang van die geval, betaal word, vir 'n werknemer van sy klas, ongeag die feit of hy gedurende daardie week of maand die maksimum getal ure gewerk het wat hierin voorgeskryf is.

(4) *Continuity of Service.*—Qualified Nos. 2 and 3 employees after six years continuous service with the same employer, as a No. 2 or No. 3 qualified employee shall be paid an additional £3 per month or 13s. 10d. per week above the prescribed minimum wage for an employee in his category.

(5) *Casual Employee.*—A casual employee shall be paid for each day or part of a day at a rate of not less than one-fifth of the highest weekly wage that is prescribed in that class of employee in which he is working, irrespective whether such an employee has had any experience in the trade.

(6) *Differential Wage.*—An employer who permits or allows a member of one class of his employees, except a casual employee, to perform for longer than 2 hours in the aggregate on any one day, work of another class for which a rising scale of wages terminating in a wage higher than that of his class as prescribed herein, shall pay such employee for that day at a rate of not less than the highest wage prescribed in that higher class of work.

(a) *Records.*—Records of differential work performed shall be kept by an employer.

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

(8) Nothing in this Agreement shall operate to reduce the wages being paid to an employee in the trade, who, prior to or subsequent to the date this Agreement comes into operation, was or may be paid at a rate higher than the minimum rate provided in this clause.

5. PAYMENT OF DUES.

(1) Any amount due to an employee, except a casual employee, shall be paid weekly in the case of a weekly employee, and monthly in the case of a monthly employee, and this to be done during the hours of work and on the usual pay-day of an establishment, or on termination of employment if this should take place before the usual pay-day.

Casual employees shall be paid on termination of employment.

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

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

(4) *Board and Lodging.*—Subject to the provisions of the Natives Urban Areas Consolidation Act of 1945, or the Native Labour Regulations Act of 1911, an employer shall not require an employee to board and or lodge with him or at any place nominated by him.

(5) *Fines and Deductions.*—An employer shall not levy any fines against an employee nor shall he make any deductions from his remuneration other than the following:—

- With the written consent of his employee, deductions for holiday, sick, insurance, provident and/or pension fund;
- when his employee absents himself from work, except as specified in section 8 in proviso (a), (b) and (c), a pro rata amount for the period of such absence;
- any amount which an employer has been ordered or permitted by a Competent Court;
- when an employee, whose basic rate does not exceed £2. 10s. per week has agreed to board and/or lodge with his employer, a deduction not exceeding the amount specified hereunder:—

	Per Week.	Per Month.
	s. d.	s. d.
Board	4 0	17 4
Lodging	2 0	8 8
Board and lodging	6 0	26 0

6. HOURS OF WORK—ORDINARY AND OVERTIME.—PAYMENT OF OVERTIME.

(1) The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

- 44 per week;
- 8 hours 48 minutes per day—Monday to Friday, inclusive; which shall be completed between the hours of 7 a.m., and 6 p.m.;
- no work shall be performed on a Saturday except when a public holiday falls within the same week and overtime rates shall be paid for all work performed on such Saturday, except in the case of employees referred to in sub-clause (9) of this clause.

(2) *Casual Employee.*—The ordinary hours of work of a casual employee in any one day shall not exceed eight hours.

(3) *Rest and Tea Intervals.*—An employer shall grant to his employees a rest or tea interval of not less than 10 minutes, at as nearly as practicable in the middle of each morning and of each afternoon, and these intervals shall be deemed to be ordinary working time of an employee.

(4) *Ononderbroke diens.*—Gekwalifiseerde Nos. 2- en 3-werknemers moet na ses jaar ononderbroke diens by dieselfde werkgewer as 'n No. 2- of 3-gekwalfiseerde werknemer, 'n bykomende £3 per maand of 13s. 10d. per week bo die voorgeskrywe minimum loon vir 'n werknemer in sy kategorie betaal word.

(5) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag besoldig word teen minstens een-vyfde van die hoogste weekloon wat vir daardie klas voorgeskryf word waarin hy werk, ongeag of die werknemer enige ondervinding in die bedryf gehad het.

(6) *Differensiële lone.*—'n Werknemer wat 'n lid van een klas van sy werknemers, uitgesonderd 'n los werknemer, toelaat om langer as twee uur altesaam op 'n dag, werk van 'n ander klas te doen waarvoor 'n stygende skaal voorgeskryf word wat eindig in 'n loon wat hoër is as dié van sy klas soos hierin voorgeskryf, moet dié werknemer vir daardie dag teen minstens die hoogste loon besoldig wat vir daardie hoër klas werk voorgeskryf word.

(a) *Rekords.*—Aantekening van differensiële werk wat gedoen word, moet deur 'n werkgewer gehou word.

(7) *Lewenskostoelae.*—Alle werknemers moet 'n lewenskostoelae betaal word ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(8) Niks in hierdie Ooreenkoms kan die loon van 'n werknemer in die bedryf verminder nie wat voor of na die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon as die minimum wat in hierdie klousule voorgeskryf word, betaal is of betaal kan word.

5. BETALING VAN BESOLDIGING.

(1) Enige bedrag aan 'n werknemer verskuldig, uitgesonderd aan 'n los werknemer, moet weekliks betaal word in die geval van 'n weeklikse werknemer en maandeliks in die geval van 'n maandelikse werknemer, en wel gedurende die werkure en op die gewone betaaldag van 'n inrigting, of by beëindiging van diens as dit voor die gewone betaaldag plaasvind.

Los werknemers moet by diensbeëindiging besoldig word.

(2) *Premies.*—Geen besoldiging mag aan 'n werknemer, hetsy direk of indirek, ten opsigte van die indiensneming of opleiding van 'n werknemer, betaal of deur hom aangeneem word nie.

(3) *Koop van goedere.*—'n Werkgewer mag nie 'n werknemer verplig om goed van hom of van 'n winkel of persoon deur hom aangewys, te koop nie.

(4) *Losies en inwoning.*—Onderworpe aan die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Reguleringswet, 1911, mag 'n werkgewer nie 'n werknemer verplig om by hom of by 'n plek wat hy aanwys, te soos en/of in te woon nie.

(5) *Boetes en aftrekkings.*—'n Werkgewer mag 'n werknemer geen boetes opleë nie, ook mag hy geen aftrekkings van sy besoldiging doen nie, uitgesonderd vir onderstaande:—

- Met die skriftelike toestemming van sy werknemer, aftrekkings vir vakansie-, siekte-, versekerings-, voorsorgs en/of pensioenfondse;
- wanneer 'n werknemer van die werk wegbly, uitgesonderd soos in voorbehoude (a), (b) en (c) van artikel 8, 'n pro rata bedrag vir die tydperk van afwesigheid;
- 'n bedrag wat 'n werkgewer deur 'n bevoegde hof gelas of toegelaat is om af te trek;
- as 'n werknemer wie se basisloon nie oor £2. 10s. per week is nie, ingestem het om by sy werkgewer te soos en/of in te woon, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

	Per week.	Per maand.
	s. d.	s. d.
Losies	4 0	17 4
Inwoning	2 0	8 8
Losies en inwoning	6 0	26 0

6. WERKURE, GEWONE EN OORTYD.—BESOLDIGING VIR OORTYD.

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, moet hoogstens soos volg wees:—

- 44 per week;
- 8 uur en 48 minute per dag—van Maandag tot en met Vrydag—wat tussen die ure 7 vm. en 6 nm. voltooi moet word;
- geen werk mag op 'n Saterdag verrig word nie, uitgesonderd wanneer 'n openbare vakansiedag binne dieselfde week val, en oortydskale moet betaal word vir alle werk wat op sodanige Saterdag verrig word, uitgesonderd in die geval van werknemers genoem in subklousule (9) van hierdie klousule.

(2) *Los werknemer.*—Die gewone werkure van 'n los werknemer mag hoogstens 8 op 'n dag wees.

(3) *Rus- en teepouse.*—'n Werkgewer moet sy werknemers 'n rus- of teepouse van minstens 10 minute so na as moontlik aan die middel van elke oggend en elke agtermiddag toestaan en hierdie pouses moet as gewone werkure van die werknemers beskou word.

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

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

(5) *Hours of Work.*—Consecutive—save as provided in sub-clause (3) and (4) hereof, all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or week in sub-clauses (1) (a) and (b) and sub-clause (2), or outside the times prescribed in sub-clause 1 (b) of this section shall be deemed to be overtime.

(7) *Limitation of Overtime.*—(a) *Male Employee.*—An employer shall not require or permit a male employee to work overtime—

- (i) for more than three hours per day;
- (ii) for more than 10 hours per week.

(b) *Female Employee.*—An employer shall not require or permit a female employee—

- (i) to work between 6 p.m. and 6 a.m.;
- (ii) to work after 1 p.m., on more than five days per week;
- (iii) to work overtime for more than two hours on any day or for more than three consecutive days;
- (iv) to work overtime on more than 60 days in any one year;
- (v) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (a) before midday given notice thereof to such employee; or
 - (b) provided such employee an adequate meal before the commencement of such overtime; or
 - (c) paid such employee 1s. 6d. in sufficient time to enable her to partake of a meal before such overtime is due to commence.

(8) *Payment of Overtime.*—An employer shall pay to his employee in respect of each hour or part of an hour overtime worked $1\frac{1}{2}$ times the ordinary weekly wage such employee was receiving at the time the said overtime was being worked divided by 44; provided that in the case of monthly paid employees the weekly equivalent wage shall first be determined by dividing the monthly wage by 44.

(9) *Savings.*—The provisions of this clause shall not apply to such employees who are in receipt of a wage, excluding cost of living allowance in excess of £45 per month or £10. 7s. 9d. per week.

7. ANNUAL LEAVE.

(1) An employer shall grant the following annual leave to his employees:—

- (a) In respect of qualified and unqualified Nos. 1, 2 and 3 employees with less than one year's experience at the commencement of the year of employment to which annual leave relates, two weeks' leave and qualified and unqualified Nos. 1, 2 and 3 employees with one year or more experience at the commencement of the year of employment to which annual leave relates, three weeks' leave in respect of each year of employment.
- (b) In respect of labourers, two weeks after each completed year of service;

and shall pay to an employee in respect of each week thereof an amount of not less than the weekly wage which such employee was receiving immediately prior to the commencement of such leave.

For the purposes of this clause a year of employment shall be with the same employer and shall be deemed to commence from the date the employee last became entitled to annual leave in terms of Government Notice No. 2736 of the 4th December, 1953, as extended by Government Notice No. 2417 of the 9th December, 1955 (Councils previous Agreement) whilst employed by the same employer or from the date of engagement whichever is the later date.

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

- (i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) such leave shall not be concurrent with any period during which an employee is required to undergo training under the S.A. Defence Act, of 1912; nor with sick leave granted in terms of clause 8 of this Agreement nor with the period of notice given in terms of clause 12 of this Agreement.

(4) *Etensonderbrekings.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vyf uur agtereën sonder 'n onderbreking van minstens een uur, waarin nie gewerk mag word, te werk nie en daardie onderbreking moet nie as deel van die gewone werkure, of oortydure gereken word nie; met dien verstande dat—

- (i) wanneer dié onderbreking langer as een uur duur, elke tydperk bo $1\frac{1}{4}$ uur as gewone werkure beskou moet word;
- (ii) tydperke van werk wat deur 'n tussenpoos van minder as een uur onderbreek word, beskou moet word dat dit ononderbroke is.

(5) *Opeenvolgende werkure.*—Behoudens soos in subklousules (3) en (4) hiervan bepaal, moet alle werkure opeenvolgend wees.

(6) *Oortyd.*—Alle tyd oor die getal ure gewerk wat in subklousules (1) (a) en (b) en subklousule (2) ten opsigte van 'n dag of week voorgeskryf word, of buite die tye voorgeskryf in subklousule 1 (b) van hierdie artikel, moet as oortyd gereken word.

(7) *Beperking van oortyd.*—(a) *Manlike werknemer.*—'n Werkgewer mag nie 'n manlike werknemer verplig of toelaat om langer oortyd te werk nie as—

- (i) 3 uur per dag;
- (ii) 10 uur per week.

(b) *Vroulike werknemer.*—'n Werkgewer kan nie van 'n vroulike werknemer vereis of haar toelaat om—

- (i) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (ii) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;
- (iii) oortyd op meer as twee uur op 'n dag, of op meer as drie agtereenvolgende dae te werk nie;
- (iv) oortyd op meer as 60 dae in 'n jaar te werk nie;
- (v) na voltooiing van haar gewone werkure, langer as een uur op 'n dag oortyd te werk nie, tensy hy—
 - (a) dié werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - (b) aan dié werknemer 'n voldoende ete verskaf het voordat dié oortyd begin; of
 - (c) aan dié werknemer betyds 1s. 6d. betaal het om haar in staat te stel om 'n ete te nuttig voordat dié oortyd moet begin.

(8) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk, $1\frac{1}{2}$ maal dié gewone weekloon betaal wat sodanige werknemer ontvang het toe genoemde oortyd gewerk is, gedeel deur 44; met dien verstande dat dié weeklikse ekwivalent, in die geval van maandeliks betaalde werknemers, eers bereken moet word deur dié maandloon deur 44 te deel.

(9) *Voorbehoude.*—Die bepalings van hierdie klousule is nie van toepassing op werknemers wat, met uitsluiting van lewenskostetoelae, meer as £45 per maand of £10. 7s. 9d. per week ontvang nie.

7. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet jaarliks verlof soos volg aan sy werknemers toestaan:—

- (a) Ten opsigte van gekwalifiseerde en ongekwalifiseerde Nos. 1-, 2- en 3-werknemers met minder as een jaar se ondervinding aan die begin van die jaar diens waarop jaarlikse verlof betrekking het, twee weke verlof, en gekwalifiseerde en ongekwalifiseerde Nos. 1-, 2- en 3-werknemers met een of meer jare se ondervinding aan die begin van die jaar diens waarop die jaarlikse verlof betrekking het, drie weke verlof ten opsigte van elke jaar diens.
- (b) Ten opsigte van arbeiders, twee weke na elke voltooide jaar diens;

en moet ten opsigte van elke week daarvan aan 'n werknemer 'n bedrag van minstens dié weekloon betaal wat dié werknemer onmiddellik voor die aanvang van die verlof ontvang het.

Vir die toepassing van hierdie klousule is 'n jaar diens 'n jaar diens by dieselfde werkgewer en dit word beskou dat dit van die datum af begin waarop dié werknemer laas op verlof geregtig geword het ingevolge Goewermentskennissgewing No. 2736 van 4 Desember 1953, soos verleng by Goewermentskennissgewing No. 2417 van 9 Desember 1955 (dié Raad se vorige Ooreenkoms), terwyl hy by dieselfde werkgewer in diens was, of van die datum van indiensneming af, na gelang van die jongste datum.

(2) Die jaarlikse verlof hierbo genoem, moet toegestaan word op 'n tyd wat deur dié werkgewer vasgestel moet word; met dien verstande dat—

- (i) as dié verlof nie eerder toegestaan is nie, dit binne twee maande na dié voltooiing van die jaar diens waarop dié van toepassing is, toegestaan moet word;
- (ii) dié verlof nie moet saamval met 'n tyd waarin 'n werknemer verplig is om opleiding kragtens dié Zuid Afrika Verdedigings Wet, 1912, mee te maak nie, ook nie met siekteverlof wat kragtens klousule 8 van hierdie Ooreenkoms toegestaan is of met dié diensopseggingstyd wat kragtens klousule 12 van hierdie Ooreenkoms gegee is nie.

(iii) *Additional Days to Annual Leave.*—Notwithstanding the provisions of clause 9 (1) hereof, if any public holiday should fall within the period of an employee's annual leave, an extra day shall be added to such employee's annual leave, and shall be paid for at a rate of not less than the wage such employee was receiving immediately prior to proceeding on annual leave.

(iv) An employer may set-off against such period of annual leave, any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of such annual leave relates.

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

(4) *Pro Rata Pay.*—An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, not less than one day's pay in the case of employees entitled to two weeks' annual leave, and 1½ days' pay in the case of employees entitled to three weeks' annual leave, calculated at the rate of wages such employee was receiving immediately before the date of such termination of service.

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

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the S.A. Defence Act of 1912;
- (c) absent on sick leave in terms of clause 8, amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of the Factories, Machinery and Building Work Act of 1941, from the date on which such employee became entitled to such leave under such Act;
- (ii) in the case of an employee who was in employment before the date of the commencement of this Agreement and to whom the Factories, Machinery and Building Work Act of 1941, applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later;

provided that if during any year the training period under the S.A. Defence Act, 1912, of an employee is less than 30 days, the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than 30 days.

8. SICK LEAVE.

(1) An employer shall grant to his employee who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act of 1941, 12 days' sick leave, in the aggregate in any one year of service with him and shall pay him in respect of each such day at a rate of not less than one-fifth of the weekly wage which the employee was receiving immediately prior to the commencement of such leave; provided that an employer, when being called upon to make any payment in this respect may—

- (a) require the production of a certificate signed by a registered medical practitioner, showing the nature of and duration of the employee's illness or accident in respect of each such period of absence for which payment is claimed;
- (b) deduct the amount of any payment which he is required to make under the Masters and Servants Act, arising out of such sickness or accident.

(2) For the purpose of this clause the expression "employment" shall have the same meaning as that in clause 7 (6) hereof.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employer shall grant to his employee leave on full pay on all Statutory Public Holidays.

(2) *Payment for Work on Sundays and Public Holidays.*—Where an employee, except a casual employee, is called upon or permitted to work on a Sunday or Public Holiday, he shall be paid for the first eight hours of work or less, at a rate of not less than double his ordinary daily rate of pay; and for all hours worked on any day in excess of eight hours, at a rate of not less than treble his ordinary hourly rate of pay for each such hour or part thereof, so worked in excess of eight hours.

(iii) *Bykomende jaarlikse verlof.*—Nieteenstaande die bepalings van klousule 9 (1) hiervan, as enige openbare vakansiedag in die werknemer se jaarlikse verloftyd val, nog 'n dag by die werknemer se jaarlikse verlof gevoeg moet word, en daarvoor moet betaal word teen minstens die loon wat die werknemer onmiddellik voor die aanvang van sy verlof ontvang het.

(iv) 'n Werkgewer mag 'n dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle betaling aan sy werknemer toegestaan is, van die tydperk van verlof aftrek.

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

(4) *Eweredige besoldiging.*—'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende diensjaar by dieselfde werkgewer eindig voordat die tydperk van verlof, genoem in subklousule (1), opgeloop het, moet, uitgesonderd soos bepaal in die vierde voorbehoud van subklousule (2), by die beëindiging in plaas van verlof en ten opsigte van elke volle maand diens in daardie tydperk van minder as 'n jaar, minstens een dag se loon betaal word in die geval van werknemers wat reg het op twee weke jaarlikse verlof, en 1½ dae se loon in die geval van werknemers wat reg het op drie weke jaarlikse verlof, bereken teen die loonskaal wat die werknemer onmiddellik voor die datum van sy diensbeëindiging ontvang het.

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

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

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak;
- (c) met siekteverlof kragtens klousule 8 afwesig is wat altesame hoogstens tien weke in 'n jaar bedra en gereken word dat dit begin—

- (i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, op verlof kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregtig geword het, van die datum waarop die werknemer kragtens dié wet op verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie die Wet op Fabriek, Masjinerie en Bouwerk, 1941, van toepassing was, maar wat nog nie ingevolge die bepalings daarvan op verlof geregtig geword het nie, van die datum waarop die diens begin het;
- (iii) in die geval van alle ander werknemers van die datum waarop hy by sy werkgewer in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het;

met dien verstande dat as die tydperk van 'n werknemer se opleiding ingevolge die Zuid Afrika Verdedigings Wet 1912, minder as 30 dae is in 'n jaar, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleiding minder as 30 dae is.

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet sy werknemer wat weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, en uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, altesame 12 dae siekteverlof in 'n jaar diens by hom toestaan en hom ten opsigte van elke dag daarvan minstens een-vyfde van die weekloon wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het, betaal; met dien verstande dat die werkgewer wanneer van hom vereis word om betaling in hierdie opsig te maak—

- (a) die voorlegging kan eis van 'n sertifikaat deur 'n geregistreerde mediese praktisyn geteken wat die aard en duur van die werknemer se siekte of ongeluk aantoon ten opsigte van elke sodanige tydperk van afwesigheid waarvoor betaling geëis word;
- (b) die bedrag van enige betaling kan aftrek wat hy, ingevolge die Here en Diensbodes Wet, verplig is om te doen, wat uit sodanige siekte of ongeluk voortspruit.

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

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgewer moet aan sy werknemer verlof met volle betaling op alle wetlike openbare vakansiedae toestaan.

(2) *Betaling vir werk op Sondae of openbare vakansiedae.*—Ingeval 'n werknemer, uitgesonderd 'n los werknemer, gelas word om op 'n Sondag of openbare vakansiedag te werk, moet hy vir die eerste 8 uur werk of minder betaal word teen minstens tweekeer sy gewone dagloon en vir alle ure wat op so 'n dag oor 8 uur gewerk word, teen minstens driekeer sy gewone uurloon vir elke uur of gedeelte daarvan wat meer as 8 uur gewerk word.

(3) *Casual Employee*.—A casual employee who is called upon or permitted to work on a Sunday or public Holiday shall be paid for the first eight hours of work or less, at a rate of not less than double the rate he would be entitled to for an ordinary day's work; and thereafter, for the next eight hours of work or less, at a rate of not less than treble the rate he would be entitled to for an ordinary day's work.

(4) *Savings*.—The provisions of this clause shall not apply to employees who are in receipt of £45 per month or over, excluding cost of living allowance.

10. OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition, and free of charge, any overalls and/or protective clothing which he may require his employee to wear or which he is compelled by law or regulation to provide.

11. CERTIFICATE OF SERVICE.

Upon termination of employment of an employee, except a casual employee, an employer shall furnish such employee with a certificate of service showing—

- full names of employer and employee;
- occupation of employee at the time of termination of service;
- dates of commencement and termination of employment;
- rate of pay of employee at the time of termination of service.

12. NOTICE.

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice of his intention of termination of employment in the case of a weekly employee, and in the case of a monthly employee two weeks' notice or an employer shall pay in lieu thereof—

- in the case of a weekly employee not less than the weekly wage which the employee was receiving immediately before the date of such termination;
- in the case of a monthly employee, not less than two weeks' pay at the rate the employee was receiving immediately prior to such termination.

(2) The notice referred to above shall not run concurrently with sick leave, annual leave nor when an employee is undergoing training under the S.A. Defence Act.

(3) Notice of termination of employment shall be given in the case of a weekly employee not later than the usual pay-day of the establishment; and in the case of a monthly employee, not later than on the 1st or 15th of the month; provided that this shall not effect—

- the right of an employer or employee to terminate a contract of employment without notice for any cause deemed in law as sufficient and justified;
- any written agreement between employer and employee which provides for a period of notice of equal duration on both sides and for a longer period than specified in this section.

(4) When an agreement has been entered into in terms of the second (ii) proviso to sub-clause (3), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

13. RATIO.

(1) No employer may employ any employee other than a No. 3 qualified employee without employing at least one employee at the remuneration prescribed for a No. 3 qualified employee.

(2) For each employee employed at the remuneration prescribed for a No. 3 qualified employee in any one establishment an employer shall employ not more than three additional employees in any other category.

(3) For the purposes of sub-clause (2) of this clause, where in any one establishment there are a number of full time working partners, directors or managers only one of these shall be reckoned as the equivalent of an employee receiving the remuneration prescribed for a No. 3 qualified employee.

14. EXHIBITION OF AGREEMENT.

Every employer shall affix and exhibit a legibly copy of this Agreement in a conspicuous place in his establishment, and it shall be made readily accessible to any of his employees.

15. EXEMPTIONS.

(1) The Council may, on account of old age or infirmity or for any other good or sufficient cause grant to or in respect of any person, exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from clause 6 (7) (b) (i) and (ii) hereof except for the purpose of allowing female employees to perform work which may be necessitated by an emergency or which is necessary to prevent the loss of raw materials in the course of treatment, which are subject to rapid deterioration.

(3) *Los werknemer*.—'n Los werknemer wat gelas of toegelaat word om op 'n Sondag of openbare vakansiedag te werk, moet vir die eerste 8 uur se werk of minder teen minstens tweekeer die loon betaal word waartoe hy vir 'n gewone dag se werk geregtig sou gewees, en daarna, vir die volgende 8 uur se werk of minder, teen minstens driekeer die loon waartoe hy vir 'n gewone dag se werk geregtig sou gewees het.

(4) *Voorbehoud*.—Die bepalings van hierdie klousule is nie van toepassing op werknemers wat £45 per maand of meer, met uitsluiting van lewenskostetoelae, ontvang nie.

10. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle oorpakke en/of beskermende klere wat hy sy werknemer kan verplig om te dra of wat hy by wet of regulasie verplig is om te verskaf, kosteloos verskaf en in goeie toestand onderhou.

11. DIENSSERTIFIKAAT.

Die werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, aan daardie werknemer 'n dienssertifikaat uitreik wat onderstaande wys:—

- Name van werkgewer en werknemer voluit;
- bedryf van werknemer ten tyde van diensbeëindiging;
- datums van aanvang en beëindiging van diens;
- loonskaal ten tyde van diensbeëindiging.

12. DIENSOPSEGGING.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis gee van sy voorneme om diens te beëindig, in die geval van 'n weeklikse werknemer en in die geval van 'n maandelikse werknemer, twee weke, of 'n werkgewer moet in plaas daarvan—

- in die geval van 'n weeklikse werknemer, minstens die weekloon betaal wat die werknemer onmiddellik voor die datum van diensbeëindiging ontvang het;
- in die geval van 'n maandelikse werknemer, minstens 2 weke se loon teen die skaal wat die werknemer onmiddellik voor die diensbeëindiging ontvang het.

(2) Die kennisgewing hierbo genoem, mag nie saamval met siekteverlof nie, ook nie met jaarlikse verlof of met 'n tyd waarin 'n werknemer opleiding kragtens die Zuid Afrika Verdedigings Wet meemaak nie.

(3) In die geval van 'n weeklikse werknemer moet diensopsegging op of voor die gewone betaaldag van die inrigting gegee word en in die geval van 'n maandelikse werknemer, op of voor die 1ste of die 15de van die maand; met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

- Die werkgewer of die werknemer se reg om die diens sonder diensopsegging te beëindig weens 'n oorsaak wat wetlik as voldoende en geregverdig erken word;
- 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir albei partye en vir 'n langer tyd as wat in hierdie artikel bepaal word.

(4) As 'n ooreenkoms ingevolge die bepalings van die tweede (ii) voorbehoud van subklousule (3) gesluit is, moet die besoldiging deur 'n werkgewer in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing soos ooreengekom.

13. GETALLEVERHOUDING.

(1) Geen werkgewer mag enige ander werknemer as 'n gekwalifiseerde No. 3-werknemer in diens hê sonder om minstens een werknemer in diens te hê teen die besoldiging voorgeskryf vir 'n gekwalifiseerde No. 3-werknemer nie.

(2) Vir elke werknemer in diens teen die besoldiging voorgeskryf vir 'n gekwalifiseerde No. 3-werknemer in enige enkele inrigting, moet 'n werkgewer hoogstens drie bykomende werknemers in enige ander kategorie in diens hê.

(3) Vir die toepassing van subklousule (2) van hierdie klousule moet, in gevalle waar daar 'n aantal voltydse werkende vennote, direkteure of bestuurders in enige enkele inrigting is, slegs een van hulle gereken word as die ekwivalent van 'n werknemer wat die besoldiging ontvang wat vir 'n gekwalifiseerde No. 3-werknemer voorgeskryf word.

14. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms op 'n opvallende plek in sy inrigting vertoon en vertoon hou en dit moet maklik vir sy werknemers bekombaar wees.

15. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enige bepaling van hierdie Ooreenkoms op grond van hoë ouderdom of liggaamlike swaakteit of enige ander goeie en voldoende rede aan of ten opsigte van enige persoon van die bepalings van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van klousule 6 (7) (b) (i) en (ii) hiervan verleen mag word nie, uitgesonderd vir die doel om vroulike werknemers toe te laat om werk te verrig wat deur 'n noodtoestand genoodsaak word of wat nodig is om te voorkom dat grondstowwe waarmee gewerk word en wat vinnig ontbind, verlore raak.

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

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

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

(4) The Secretary of the Council shall—

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

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

16. ADMINISTRATION OF AGREEMENT.

(1) The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

(2) Any dispute which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

17. COUNCIL FUNDS.

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

On the first pay-day after this Agreement comes into force, and on each pay-day thereafter, a sum of two pence (2d.) per week shall be deducted by each employer from the wage of each of his employees for whom minimum rates of pay are prescribed in this Agreement.

The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council, P.O. Box 3358, Johannesburg, and that to be done within one week from the date on which the deductions fell due, together with a statement showing—

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

18. AGENTS.

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the provisions of this Agreement. And it shall be the duty of every employer and every employee to permit such agents to institute or make such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

19. FACILITIES TO EMPLOYEES: COUNCIL MEETING.

An employee who has been requested, in writing, to attend any Council Meetings, shall be given due facilities by his employer to do so, and no deductions whatsoever shall be made from his remuneration by an employer on this score.

20. TRADE UNION DEDUCTIONS.

Every employer shall deduct from the wages of his employee on the first pay-day of each month the amount that such employee has to pay as subscription to the Trade Union, if he is a member of such Union; and the employer shall forward the said sum to the Secretary of the Union, P.O. Box 1915, Johannesburg, not later than the 7th of the month following the deduction. The subscription scale shall be notified to the employees concerned from time to time by the Secretary of the Union.

21. REGISTRATION OF EMPLOYERS.

1. Every employer in the trade shall register with the Council within one month of the publication of this Agreement, and every new firm within one month of commencement of work in the trade.

2. Every employer referred to in paragraph 1 above shall at the time of applying for registration furnish the following particulars:—

- (a) Full name(s) of owner(s) or partner(s) or director(s).
- (b) Address where work is being carried on.
- (c) Number of employees engaged at the time of application.

(2) Die Raad moet, ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes waarop die vrystelling verleen word en die tydperk waarvoor die vrystelling geldig is, bepaal; met dien verstande dat die Raad, na goeddunke en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, 'n vrystellingsertifikaat kan herroep, of die tydperk waarvoor vrystelling verleen is, verstreke is of nie.

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

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word; en
- (c) die voorwaardes vasgestel ingevolge subklousule (2) van hierdie artikel waarop vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

- (a) 'n kopie bewaar van elke sertifikaat wat uitgereik word;
- (b) ingeval vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

(5) Elke werkgever en werknemer moet die bepalings van elke vrystellingsertifikaat kragtens hierdie artikel nakom.

16. UITVOERING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die uitvoering van hierdie Ooreenkoms en kan, ter leiding van die werkgevers en werknemers, meningsuitsprake uitvaardig wat nie met sy bepalings in stryd is nie.

(2) Geskille wat uit die vertolking van enigeen van die bepalings van hierdie Ooreenkoms kan voortvloei, moet na die Raad verwys word.

17. RAADSFONDSE.

In die Raad se fondse, wat by die Raad berus en deur hom beheer word, word op ondergemelde wyse voorsien:—

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet die bedrag van twee pennies (2d.) per week deur elke werkgever afgetrek word van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

Die totale bedrag aldus afgetrek, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet deur laasgenoemde aan die Sekretaris van die Raad, Posbus 3358, Johannesburg, gestuur word, en wel binne een week van die datum waarop die aftrekkings verskuldig geword het, tesame met 'n staat wat aantoon—

- (a) naam en adres van werkgever;
- (b) tydperk waarop die bedrag betrekking het;
- (c) die getal werknemers gedurende daardie tyd in diens;
- (d) die totale bedrag van die werknemers vir die betrokke tyd afgetrek;
- (e) die bedrag van die werkgever se bydrae hiertoe;
- (f) totale bedrag.

18. AGENTE.

Die Raad moet een of meer aangewese persone aanstel as agente om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgever en elke werknemer om sulke agente toe te laat om die ondersoek in te stel en die boeke en/of dokumente na te gaan en om dié persone te ondervra wat vir hierdie doel nodig kan wees.

19. GERIEWE VIR WERKNEMERS: RAADSVERGADERINGS.

'n Werknemer wat skriftelik versoek is om 'n raadsvergadering by te woon, moet die nodige geleentheid deur sy werkgever gegee word om dit te doen, en geen aftrekking hoegenaamd mag deur sy werkgever op grond hiervan van sy besoldiging gemaak word nie.

20. AFTREKKINGS NAMENS VAKVERENIGING.

Elke werkgever moet op die eerste betaaldag van elke maand die bedrag van sy werknemer aftrek wat die werknemer aan ledegeld van die vakvereniging moet betaal, as hy lid daarvan is; en die werkgever moet die bedrag op of voor die 7de van die maand na die aftrekking aan die sekretaris van die vakvereniging stuur, Posbus 1915, Johannesburg, op of voor die 7de van die maand wat op die aftrekking volg. Van tyd tot tyd moet die ledegeldtarief deur die sekretaris van die vakvereniging aan die betrokke werknemers meegedeel word.

21. REGISTRASIE VAN WERKNEMERS.

1. Elke werkgever in die bedryf moet by die Raad binne een maand na die publikasie van hierdie Ooreenkoms geregistreer word, en elke nuwe firma binne een maand na die aanvang van werksaamhede in die bedryf.

2. Elke werkgever wat in 1 hierbo genoem word, moet, wanneer hy aansoek om registrasie doen, die onderstaande besonderhede verstrek:—

- (a) Naam of name voluit van eienaar(s) of vennoot (vennote) of direkteur(e).
- (b) Adres van werkperseel.
- (c) Getal werknemers in diens tydens aansoek.

(d) Notify the Council within two weeks of any changes in connection with (a) and (b) above.

22. INCENTIVE RATES WORK.

(1) Subject to the provisions contained in clause 5 (5), an employer shall pay to his employee who is engaged on incentive rates work, remuneration at a rate agreed to between employer and employee; provided that, irrespective of the quantity or output of the work done, the employer shall pay to the employee not less than—

(a) in the case of an employee, other than a casual employee, in respect of each week during which work is performed on the incentive rates basis, the weekly wage prescribed in clause 4 (1), read with clause 6 (8), for an employee of his class and area;

(b) in the case of a casual employee, in respect of each day on which work is performed on the incentive rates basis, the wage prescribed in clause 4 (5) read with clause 6 (8).

(2) An employer shall cause to be displayed and maintained in a conspicuous position in his establishment, a schedule of the incentive rates work scale of pay referred to in sub-clause (1).

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

Signed for and on behalf of the parties on this 24th day of November, 1955.

M. H. COOPER, *Chairman.*

L. C. SCHEEPERS, *Vice-Chairman.*

W. A. DAVIDSON, *Secretary.*

* No. 1022.]

[8 June 1956.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

PHOTO FINISHING TRADE.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Photo Finishing Trade published under Government Notice No. 1021 of the 8th June, 1956, 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.

(d) Kennisgewing aan die Raad, binne twee weke, van enige wysiginge met betrekking tot bogenoemde (a) en (b).

22. AANSPOINGSLOONWERK.

(1) Behoudens die bepalings vervat in klousule 5 (5), moet 'n werkgever aan sy werknemer wat op aansporingswerk in diens is, besoldiging betaal teen die skaal waarvoor ooreengekom is tussen werkgever en werknemer; met dien verstande dat, ongeag die hoeveelheid of omvang van gedane werk, die werkgever die werknemer minstens die volgende moet betaal:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin werk op die aansporingskaal verrig word, die weekloon voorgeskryf in klousule 4 (1), gelees met klousule 6 (8), vir 'n werknemer van sy klas en gebied;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop werk op die aansporingsloonbasis verrig word, die loon voorgeskryf in klousule 4 (5), gelees met klousule 6 (8).

(2) 'n Werkgever moet 'n skedule van die aansporingsloon-skaal, genoem in subklousule (1), op 'n opvallende plek in sy inrigting vertoon en vertoon hou.

(3) 'n Werkgever of 'n werknemer wat enige ooreenkoms ten opsigte van aansporingsloonwerk wil kanselleer of aangaande enige wysiging van enige ooreenkoms ten opsigte van aansporingsloonwerk wil onderhandel, moet minstens een week skriftelik kennis van sodanige voorneme gee.

Vir en namens die partye op hede, die 24ste dag van November 1955 onderteken.

M. H. COOPER, *Voorsitter.*

L. C. SCHEEPERS, *Ondervoorsitter.*

W. A. DAVIDSON, *Sekretaris.*

* No. 1022.]

[8 Junie 1956.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

FOTOAFWERKINGSBEDRYF.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Fotoafwerkingsbedryf, gepubliseer by Goewermentskennisgewing No. 1021 van 8 Junie 1956, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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van die Departement van Handel en Nywerheid*

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