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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1395.] [4 September 1959.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

**PULP- EN PAPIERVERVAARDIGINGSNYWER-
HEID. UNIE VAN SUID-AFRIKA.**

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoen-
ing, 1956, soos gewysig, dat al die bepalings van
die Ooreenkoms wat in die Bylae verskyn en op die
Pulp- en Papiervervaardigingsnywerheid betrekking
het, vanaf die tweede Maandag na die datum van
publikasie van hierdie kennisgewing en vir die tyd-
perk wat op 31 Mei 1960 eindig, bindend is vir
die werkgewersorganisasie en vakverenigings wat
genoemde Ooreenkoms aangegaan het en vir die
werkgewers en werknemers wat lede van daardie
organisasie op vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet, dat die bepa-
lings vervat in klousules 3 tot en met 17 en 19 tot
en met 21 van genoemde Ooreenkoms vanaf die
tweede Maandag na die datum van publikasie van
hierdie kennisgewing en vir die tydperk wat op 31
Mei 1961 eindig, bindend is vir alle ander werk-
gewers en werknemers as dié vermeld in paragraaf
(a) van hierdie kennisgewing, betrokke by of in
diens in genoemde Nywerheid in die Unie van Suid-
Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet, dat die bepa-
lings vervat in klousules 3 tot en met 17 (uitge-
sonderd die bepalings vervat in klousule 5 met
betrekking tot aftrekkings ten opsigte van bydraes
tot of heffings van vakunies) en 19 tot en met 21
van genoemde Ooreenkoms vanaf die tweede
Maandag na die datum van publikasie van hierdie
kennisgewing en vir die tydperk wat op 31 Mei
1960 eindig, in die Unie van Suid-Afrika, *mutatis
mutandis* bindend is vir alle Naturelle in diens in
genoemde Nywerheid by die werkgewers vir wie
enige sodanige bepalings ten opsigte van werk-
nemers bindend is en vir daardie werkgewers ten
opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

A-6671050

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1395.] [4 September 1959.]
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

**PULP AND PAPER MANUFACTURING INDUSTRY,
UNION OF SOUTH AFRICA.**

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Pulp and Paper Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31st May, 1960, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 17 (inclusive) and 19 to 21 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 31st May, 1960, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Union of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Union of South Africa, and from the second Monday after the date of publication of this notice for the period ending 31st May, 1960, the provisions contained in clauses 3 to 17 (excluding the provisions contained in clause 5 relating to deductions in respect of subscriptions to or levies by trade unions) and 19 to 21 (inclusive) of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

1-6277

NYWERHEIDSRAAD VIR DIE PULP- EN PAPIERVER- VAARDIGINGSNYWERHEID.

OOREENKOMS

aangegaan ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, deur en tussen die

Association of Pulp, Paper and Board Manufacturers
of South Africa

(hierin die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en

Amalgamated Engineering Union;

Amalgamated Society of Woodworkers;

S.A. Boilermakers' Iron and Steel Workers' and Shipbuilders' Society;

S.A. Electrical Workers' Association;

en die

South African Typographical Union

(hierin die „werknemers” of die „vakverenigings” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Pulp- en Papiervervaardigingsnywerheid.

1. BESTEK VAN TOEPASSING.

(a) Die bepalings van die Ooreenkoms moet dwarsdeur die Unie van Suid-Afrika nagekom word deur die werkgewers wat lede van die werkgewersorganisasie is en wat die Pulp- en Papiernywerheid uitoefen, en deur alle werknemers wat lede van die vakverenigings is en wat in daardie nywerheid in diens is en vir wie lone in die Ooreenkoms vasgestel is.

(b) Die bepalings van hierdie Ooreenkoms is van toepassing op vakleerlinge sower dit nie strydig is nie met die bepalings van die Wet op Vakleerlinge, No. 37 van 1944, soos gewysig by Wet No. 28 van 1951, of enige kontrak aangegaan of wat geag word as aangegaan, of enige voorwaardes daaronder vasgestel.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid vasgestel kan word ingevolge artikel *agt-en-veertig* van die Wet en bly van krag tot en met 31 Mei 1960 of vir 'n tydperk wat deur die Minister bepaal kan word.

3. WOORDOMSKRYWINGS.

Enige uitdrukking wat in die Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts tensy dit strydig met die verband is, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956 (soos gewysig);

„ambagsman” 'n werknemer wat 'n erkende vakleerlingskap uitgedien het, of wat in besit is van 'n sertifikaat kragtens Wet No. 38 van 1951, of wat gekwalifiseer het kragtens die Walker-arbitrasie-toekenning van 1943, of wat in besit is van 'n sertifikaat deur die Raad uitgereik;

„assistent-maalbakbediener” 'n werknemer wat, onder toesig van 'n maalbakbediener klas I of 'n maalbakbediener klas II, werksaam is met die voorbereiding van pulp by die maalproses vir gebruik in die vervaardiging van een of meer of almal van die volgende produkte, naamlik papier, karton, bordpapier en strooibord;

„assistent-voorman” 'n werknemer wat onder toesig van 'n voorman die pligte van 'n voorman verrig en wat in die voorman se afwesigheid namens hom kan optree;

„baalmasjienbediener” 'n werknemer wat verantwoordelik is vir die baal van afvalpapier met 'n kragbaalmasjien;

„maalbakbediener klas I” 'n werknemer wat verantwoordelik is vir die finale bereiding, deur middel van die maalproses, van pulp vir gebruik in die vervaardiging van een of meer of almal van die volgende produkte, naamlik papier, karton, bordpapier en strooibord;

„maalbakbediener klas II” 'n werknemer wat verantwoordelik is vir die aanvangsvoorbereiding, by die maalproses, van pulp vir gebruik in die vervaardiging van een of meer of almal van die volgende produkte, naamlik papier, karton, bordpapier en strooibord;

„bleikwater- en soutsuurbereider” 'n werknemer wat verantwoordelik is vir die bereiding van bleikwater en vir die bereiding van soutsuur en wat 'n soutsuurinstallasie kan bedien;

„bordpapier” vir die toepassing van die woordomskrywings van snymasjienbediener klas II, kookketelbediener klas II, droogendbediener klas II, valmesbediener klas II, masjienbediener, oprolmasjienbediener klas II, karton, bordpapier of strooibord wat bestaan uit meer as een laag papier gevorm op 'n silindermasjien, of papier of bordpapier gevorm op 'n „Fourdrinier”-masjien, met 'n dikte van nege duisendstes van 'n duim of meer en/of papier bedoel vir die maak van papiersakke of vir toedraaidoeleindes, in pulp- en papiervervaardiging bekend as „kraft”;

„stoomketelbediener” 'n werknemer wat onder toesig verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in 'n stoomketel en wat die vuur in so 'n stoomketel kan stook, uittrek, hark of roer;

INDUSTRIAL COUNCIL FOR THE PULP AND PAPER MANUFACTURING INDUSTRY.

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and between

The Association of Pulp, Paper and Board Manufacturers of
South Africa

(hereinafter referred to as “the employers” or “the employers' organisation”), of the one part,

and

Amalgamated Engineering Union;

Amalgamated Society of Woodworkers;

S.A. Boilermakers' Iron and Steel Workers' and Shipbuilders' Society;

S.A. Electrical Workers' Association;

and

The South African Typographical Union

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

being parties to The Industrial Council for the Pulp and Paper Manufacturing Industry.

1. SCOPE OF APPLICATION.

(a) The terms of the Agreement shall be observed throughout the Union of South Africa by the employers who are members of the employers' organisation and who are engaged in the Pulp and Paper Manufacturing Industry, and by all employees who are members of the trade unions, and who are employed in that Industry, and for whom minimum wages are prescribed in this Agreement.

(b) The terms of this Agreement shall apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, No. 37 of 1944, as amended by Act No. 28 of 1951, or any contract entered into or deemed to be entered into, or any conditions fixed thereunder.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act and shall remain in force until the 31st May, 1960, or for such period as may be determined by the Minister.

3. DEFINITIONS.

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956, as amended;

„artisan” means an employee, who has served a recognised Apprenticeship, or who is in possession of a certificate under Act No. 38 of 1951, or who has qualified under the Walker Arbitration Award of 1943, or who is in possession of a certificate issued by the Council;

„assistant beaterman” means an employee who, under the supervision of a beaterman, class I, or a beaterman, class II, is engaged in the preparation, by the beating process, of pulp for use in the manufacture of one or more or all of the following products, namely, paper, cardboard, paperboard and strawboard;

„assistant foreman” means an employee who, under the supervision of a foreman, performs the duties of a foreman and who may act for him in his absence;

„baler” means an employee responsible for baling waste paper by a power baling machine;

„beaterman, class I,” means an employee who is in charge of and responsible for the final preparation, by the beating process, of pulp for use in the manufacture of one or more or all of the following products, namely, paper, cardboard, paperboard and strawboard;

„beaterman, class II,” means an employee who is in charge of and responsible for the initial preparation, by the beating process, of pulp for use in the manufacture of one or more or all of the following products, namely, paper, cardboard, paperboard and strawboard;

„bleach liquor and hydrochloric acid operator” means an employee who is responsible for the preparation of bleach liquor and for the preparation of hydrochloric acid and who may operate a hydrochloric acid plant;

„board”, for the purposes of the definitions of cutterman, class II, digester operator class II, dryerman class II, guillotineman class II, machineman, reelerman class II, means cardboard, paperboard or strawboard consisting of more than one ply of paper formed on a cylinder machine, or paper or paperboard formed on a “Fourdrinier” machine, of a thickness of nine-thousandths of an inch or over, and/or paper intended for bag making or wrapping purposes, known in the Pulp and Paper Manufacturing Industry as “Kraft”;

„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;

"baasjong" 'n werknemer wat in bevel is van 'n groep arbeiders;

"skeurbakonderbaas" 'n werknemer wat toesig hou oor die voer van afvalpapier aan 'n skeurbak en wat registers byhou van materiaal wat aan die skeurbak gevoer is;

"pekelbereider en selvloeiostof-toetsers" 'n werknemer wat verantwoordelik is vir die bereiding en/of toets van die pekel en katodevloeiostof in 'n elektrolitiese selkamer;

"afmaalbakbediener" 'n werknemer wat toesig hou oor maalbakke en maalbakke bedien vir die herverpulp van afvalpapier vir hergebruik op die papier- en/of bordpapier-masjiene;

"los werknemer" 'n werknemer wat in diens is by dieselfde werkgever vir hoogstens drie dae in enige week;

"selfversorger en grafietbereider" 'n werknemer wat verantwoordelik is vir, en wat elektrolitiese selle versorg en wat die grafietanodes in sulke selle berei en insit;

"chauffeur" 'n werknemer wat 'n motorvoertuig dryf wat bedoel is om passasiers te vervoer en wat gebruik word vir die vervoer van sy werkgever, personeel, kliënte en besoekers;

"skeikundige tegnikus" 'n werknemer wat toetse op grondstowwe of vervaardigde produkte aan die gang sit, beheer, toesig hou daaroor en uitvoer en die gegewens afgelei van sodanige toetse in verband met die bereiding van produkte vertolk;

"kapsmasjiensbediener" 'n werknemer wat verantwoordelik is vir, en wat 'n installasie vir die omsetting van hout in spaanders bedien en stel;

"snymasjiensbediener klas I" 'n werknemer wat 'n papier-snymasjiens bedien, beheer en stel;

"snymasjiensbediener klas II" 'n werknemer wat 'n bordpapier-snymasjiens bedien, beheer en stel;

"chloorsilinderbediener" 'n werknemer wat verantwoordelik is vir die skoonmaak, bereiding vir die volmaak met vloeibare chloor, en, wanneer vol, die finale ondersoek, van silinders of ander houers;

"Raad" die Nywerheidsraad vir die Pulp- en Papiervervaardigingsnywerheid;

"hyskraandrywer" 'n werknemer wat 'n kragkraan bedien;

"kookketelbediener klas I" 'n werknemer wat oor die voer van materiaal en chemikalieë aan 'n kookketel toesig hou in die proses van die bereiding van pulp vir die maak van papier, en wat verantwoordelik is vir die bediening van die kookketel;

"kookketelbediener klas II" 'n werknemer wat oor die voer van materiaal en chemikalieë aan 'n kookketel toesig hou in die proses van die bereiding van pulp vir die maak van bordpapier, en wat verantwoordelik is vir die toemaak, oopmaak, stop en aan die gang sit van 'n kookketel;

"droogendbediener klas I" 'n werknemer wat, onder toesig van 'n masjiensbediener, die droogend van 'n papiermasjiens bedien, beheer en stel en wat 'n papiersplits-oprolmasjiens kan bedien, beheer en stel;

"droogendbediener klas II" 'n werknemer wat, onder toesig van 'n masjiensbediener, die droogend van 'n bordpapier-masjiens bedien, beheer en stel en wat 'n bordpapiersplits-oprolmasjiens kan bedien, beheer en stel;

"afvalopruimer" 'n werknemer wat toesig hou oor die opruiming van afval;

"elektrolietinstallasiebediener" 'n werknemer wat verantwoordelik is vir, en wat die bediening van elektrolitiese selle vir die vervaardiging van chloor en bysoda uit sout, beheer en stel;

"inrigting" enige perseel waarin of in verband waarmee een of meer werknemers in diens is in die Pulp- en Papiervervaardigingsnywerheid;

"verdamptoeistelbediener" 'n werknemer wat 'n toestel vir die verdamping van katodevloeiostof bedien en stel;

"verdamptoeistelbediener klas II" 'n werknemer wat onder toesig 'n swartloogverdamptoeistel beheer, bedien en stel;

"ondervinding" met betrekking tot 'n werknemer vir wie lône op 'n stygende skaal voorgeskryf word, die totale tydperk of tydperke diens wat sodanige werknemer gehad het in die Pulp- en Papiervervaardigingsnywerheid in die hoedanigheid waarin hy in diens is;

"fabrieksklerk" 'n werknemer wat, onder toesig, een of meer van die volgende pligte verrig:—

- (a) Kontroleer of tel van artikels;
- (b) kontroleer, tel of opteken van besonderhede van vragmotors;
- (c) kontroleer of opteken van tye waarop werknemers die fabriek binnegaan of verlaat;
- (d) vertolk of vertaling van tale;
- (e) opteken van besonderhede van rekwisisies vir die uitgee van gereedskap en uitrusting;
- (f) opteken van hoeveelhede;
- (g) weeg of meet van artikels;
- (h) opteken van verdienstes en ander voorwaardes van diens van graad V- en graad VI-werknemers en arbeiders;
- (i) kontroleer en opteken van gewig, graad, nommer en grootte van goedere deur die fabriek uitgestuur of ontvang;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens een jaar ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as een jaar ondervinding;

"fabriekvoertuigdrywer" 'n werknemer wat 'n mobiele kragvoertuig binne die fabrieksterrein dryf;

"boss boy" means as employee who is in charge of a group of labourers;

"breaker chargehand" means an employee who supervises the feeding of waste paper to a breaker machine and for maintaining records of materials fed into the breaker machine;

"brine preparation and cell liquor testing operator" means an employee who is responsible for the preparations and/or testing of the brine and cathodic liquor in an electrolytic cell room;

"broke beater operator" means an employee who operates and supervises beaters for the re-pulping of broke for re-use on the paper and/or board machines;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week;

"cell maintenance and graphite preparation operator" means an employee who is responsible for and who maintains electrolytic cells and who prepares and assembles the graphite anodes in such cells;

"chauffeur" means an employee who is engaged in driving a motor vehicle designed to carry passengers and used for the conveyance of his employer, personnel, clients or visitors;

"chemical technician" means an employee engaged in inaugurating, governing, supervising or carrying out tests of raw materials or manufactured products and interpreting the data derived from such tests in connection with the preparation of products;

"chipper operator" means an employee who is responsible for, and operates and adjusts, a plant for the conversion of wood into chips;

"cutterman, class I," means an employee who operates, controls and adjusts a paper cutting machine;

"cutterman, class II," means an employee who operates, controls and adjusts a board cutting machine;

"chlorine cylinder operator" means an employee who is responsible for the cleaning, preparation for filling with liquid chlorine, and the final inspection, when full, of cylinders or other containers;

"Council" means the Industrial Council for the Pulp and Paper Manufacturing Industry;

"crane driver" means an employee who operates a power-driven crane;

"digester operator, class I," means an employee who supervises the feeding of materials and chemicals into a digester in the process of preparing pulp for the making of paper and who is responsible for operating the digester;

"digester operator, class II," means an employee who supervises the feeding of materials and chemicals into a digester in the process of preparing pulp for the making of board and who is responsible for the closing, opening, stopping and starting of the digester;

"dryerman, class I," means an employee who, under supervision of a machineman, operates, controls and adjusts the dry end of a paper making machine and who may operate, control and adjust a paper slitter-reeler machine;

"dryerman, class II," means an employee who, under the supervision of a machineman, operates, controls and adjusts the dry end of a board making machine and who may operate, control and adjust a board slitter-reeler machine;

"effluent disposal attendant" means an employee who supervises the disposal of effluent;

"electrolytic plant operator" means an employee who is responsible for and who controls and adjusts the operation of electrolytic cells for the production of chlorine and caustic soda from salt;

"establishment" means any premises in or in connection with which one or more employees are employed in the Pulp and Paper Manufacturing Industry;

"evaporator operator" means an employee who controls, operates and adjusts a cathodic liquor evaporator;

"evaporator operator, class II," means an employee who, under supervision, controls, operates and adjusts a black liquor evaporator;

"experience" means, in relation to an employee for whom wages on a rising scale are prescribed, the total period or periods of employment which such employee has had in the Pulp and Paper Manufacturing Industry in the occupation in which he is employed;

"factory clerk" means an employee who, under authority, performs one or more of the following duties:—

- (a) Checking or counting articles;
- (b) checking, counting or recording particulars of trucks;
- (c) checking or recording times at which employees enter or leave the factory;
- (d) interpreting or translating languages;
- (e) recording particulars of requisitions for issuing of tools or equipment;
- (f) recording quantities;
- (g) weighing or measuring articles;
- (h) recording earnings and other conditions of employment of grade V and grade VI employees and labourers;
- (i) checking and recording weight, grade, number and size of goods despatched from or received into the factory;

"factory clerk, qualified," means a factory clerk who has had not less than one year's experience;

"factory clerk, unqualified," means a factory clerk who has had less than one year's experience;

"factory vehicle driver" means an employee engaged in driving a mobile powered vehicle within the factory area;

"veltkontroleur" 'n werknemer wat die belyning van velt in 'n bordpapiermasjien nagaan en regstel;

"eersthulpman" 'n werknemer wat in besit is van 'n geldige sertifikaat van bevoegdheid in eersthulp, uitgegee deur enige van die volgende organisasies:—

- (a) S.A. Rooikruisvereniging;
- (b) St. John Ambulansvereniging;
- (c) Noodhulpiga van Suid-Afrika;

en wat eersthulp verleen aan ander werknemers ingeval van ongelukke;

"voorman" 'n werknemer wat in bevel is van werknemers in 'n inrigting, wat beheer oor sodanige werknemers uitoefen en wat verantwoordelik is vir die doeltreffende uitvoering deur hulle van hul pligte;

"goederehyserbediener" 'n werknemer wat 'n hyser bedien wat gebruik word vir die vervoer van goedere;

"graad I-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Maalbakbediener klas I;
- (2) selversorger/grafietbereider;
- (3) chloorvloestof- en chloorkalkbediener;
- (4) masjienbediener;
- (5) pulpbleikbediener;
- (6) houtbereider;

"graad II-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Kapmasjienbediener;
- (2) snymasjienbediener klas I;
- (3) kookketelbediener klas I;
- (4) droogendbediener klas I;
- (5) elektrolitinstallasiebediener;
- (6) verdampstoestelbediener;
- (7) valmesbediener klas I;
- (8) chloorvloestofbediener;
- (9) oprolmasjienbediener klas I;
- (10) sodawinningbediener;
- (11) hoogkalandrbediener;

"graad III-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Maalbakbediener klas II;
- (2) bleikwater- en soutsuurbereider;
- (3) pekelbereider en selvloestoftoetsers;
- (4) chloorsilinderbediener;
- (5) lokomotiefdrywer;
- (6) grysboordbediener;
- (7) pulpverwerkerbediener;
- (8) pompman;
- (9) lymmaker;
- (10) soda-oplossingbereider;
- (11) wasfilterbediener;
- (12) natriumhipochlorietbereider;

"graad IV-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Assistent-maalbakbediener;
- (2) afvalmaalbakbediener;
- (3) motorgeneratorbediener;

"graad V-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Skeurbakonderbaas;
- (2) snymasjienbediener klas II;
- (3) kookketelbediener klas II;
- (4) droogendbediener klas II;
- (5) afvalopruimer;
- (6) valmesbediener klas II;
- (7) laboratoriumassistent;
- (8) oprolmasjienbediener klas II;
- (9) verdampstoestelbediener klas II;
- (10) pulpverwerkerbediener klas II;
- (11) hoogkalandrbediener klas II;
- (12) turbinebediener;
- (13) hyskraandrywer;

"graad VI-werknemer" 'n werknemer werksaam in een of meer van die volgende hoedanighede:—

- (1) Baalmasjienbediener;
- (2) stoomketelbediener;
- (3) baasjong;
- (4) goederehyserbediener;
- (5) indoeana;
- (6) motorhyserbediener;
- (7) smeeder;
- (8) verpakker-weër;
- (9) sorteerder klas II;
- (10) wag;
- (11) pompman klas II;
- (12) lymmaker klas II;
- (13) wasfilterbediener klas II;
- (14) veltkontroleur;
- (15) chauffeur;
- (16) fabrieksvoertuigdrywer;
- (17) eersthulpman;

en omvat enige werknemer nie elders gespesifiseer nie;

"valmesbediener klas I" 'n werknemer wat 'n valmes wat papier in blaai van vasgestelde groottes sny en knip, bedien, beheer en stel;

"felt checker" means an employee engaged in checking and adjusting the alignment of the felt on a board machine;

"first-aid attendant" means an employee who holds a current certificate of competency in first-aid issued by any of the following organisations:—

- (a) Red Cross Society of South Africa;
- (b) St. John Ambulance Association;
- (c) Noodhulpiga van Suid-Afrika;

and who assists in giving first-aid in case of accidents to other employees;

"foreman" means an employee who is in charge of employees in an establishment who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"goods lift operator" means an employee operating a lift used for conveying goods;

"grade I employee" means an employee engaged in one or more of the following capacities:—

- (1) Beaterman, class I;
- (2) cell maintenance and graphite preparation operator;
- (3) liquid chlorine and chloride of lime operator;
- (4) machineman;
- (5) pulp bleaching operator;
- (6) wood preparation plant operator;

"grade II employee" means an employee engaged in one or more of the following capacities:—

- (1) Chipper operator;
- (2) cutterman, class I;
- (3) digester operator, class I;
- (4) dryerman, class I;
- (5) electrolytic plant operator;
- (6) evaporator operator;
- (7) guillotineman, class I;
- (8) liquid chlorine filling operator;
- (9) reelerman, class I;
- (10) soda recovery operator;
- (11) super calenderman;

"grade III employee" means an employee engaged in one or more of the following capacities:—

- (1) Beaterman, class II;
- (2) bleach liquor and hydrochloric acid operator;
- (3) brine preparation and cell liquor testing operator;
- (4) chlorine cylinder operator;
- (5) locomotive driver;
- (6) millboard plant operator;
- (7) pulp handling operator;
- (8) pumpman;
- (9) size maker;
- (10) soda solution operator;
- (11) wash filter operator;
- (12) sodium hypochlorite operator;

"grade IV employee" means an employee engaged in one or more of the following capacities:—

- (1) Assistant beaterman;
- (2) broke beater operator;
- (3) motor generator attendant;

"grade V employee" means an employee engaged in one or more of the following capacities:—

- (1) Breaker chargehand;
- (2) cutterman, class II;
- (3) digester operator, class II;
- (4) dryerman, class II;
- (5) effluent disposal attendant;
- (6) guillotineman, class II;
- (7) laboratory assistant;
- (8) reelerman, class II;
- (9) evaporator operator, class II;
- (10) pulp handling operator, class II;
- (11) super-calender operator, class II;
- (12) turbine attendant;
- (13) crane driver;

"grade VI employee" means an employee engaged in one or more of the following capacities or duties:—

- (1) Baler;
- (2) boiler attendant;
- (3) boss boy;
- (4) goods lift operator;
- (5) induna;
- (6) motor lift operator;
- (7) oiler and greaser;
- (8) packer-weigher;
- (9) sorter, class II;
- (10) watchman;
- (11) pumpman, class II;
- (12) size maker, class II;
- (13) wash filter operator, class II;
- (14) felt checker;
- (15) chauffeur;
- (16) factory vehicle driver;
- (17) first-aid attendant;

and includes any employee not elsewhere specified;

"guillotineman, class I," means an employee who controls, operates and adjusts a guillotine which cuts and trims paper into sheets of specified size;

„valmesbediener klas II” ’n werknemer wat ’n valmes wat bordpapier in blaai van vasgestelde groottes sny en knip, bedien, beheer en stel;

„handlanger” ’n werknemer wat kleiner herstelwerk aan masjinerie, installasie of ander uitrusting verrig en wat kleiner herstelwerk aan geboue kan aanbring;

„aansporingsbonuswerk” ’n stelsel van ekstra betaling bo ’n behalwe die basiese betaling, wat betaal word na goeddunke van die bestuur as ’n beloning vir gemete werkverrigting wat meer as die minimum vereistes is;

„indoena” ’n werknemer wat, onder toesig, orde en dissipline in die kampong handhaaf;

„laboratoriumassistent” ’n werknemer wat onder toesig van ’n skeikundige tegnikus, monsters voorberei en wat aanvangs- of roetine-toetse kan doen en die uitslae daarvan aanteken;

„arbeider” ’n werknemer in een of meer van die volgende hoedanighede, pligte of werksaamhede:—

- (1) teer, ghries, bitumensamestellings of ander preserveermiddels aanwend aan pype, dromme, tenks of steunbouwerk of rakke van elektrolitiese selle of enige ander houters;
- (2) ’n bediener bystaan om velt of draad om te ruil;
- (3) ’n bediener bystaan om rolle en stapels papier van die masjiene af te neem;
- (4) ambagsmanne en handlangers bystaan, maar nie gereedskap gebruik nie;
- (5) bystand verleen op afleweringvoertuie; maar dit nie bestuur of herstel nie;
- (6) rieme papier, kaste, bale, sakke, dromme en ander pakkies brandmerk, merk, stensil, rubberstempel of etikette daaraan heg;
- (7) groente skoonmaak, skil of opsnij;
- (8) persele, voertuie, installasies, masjinerie, gereedskap, werktuie, gerei of oorpakke of ander kledingstukke skoonmaak, pol toer of was;
- (9) briewe, boodskappe, monsters of ander artikels te voet of met ’n fiets, driewiel of ’n handvoertuig bymekaarmaak of aflewer;
- (10) bome of plantegroei afkap of vernietig en timmerhout sny, saag of kap;
- (11) geboue of ander bouwerk onder toesig afbreek;
- (12) bord voer aan of verwyder van droog-, pers-, bevochtigings-, kalander- of bordmasjiene;
- (13) materiaal met die hand aan elevators, vervoerbande, baalmasjiene, proseskuipe, tenks, kapmasjiene, verpulpers en ander vate voer;
- (14) ’n hoogkalandermasjiene, snymasjiene, reliëfmasjiene of ’n oprolmasjiene voer of laai of produkte aan enige masjiene voer of dit daarvan afneem;
- (15) motorvoertuigtenks met petrol, brandstofolie of water vul;
- (16) blikke, sakke, bottels of ander houters met die hand of met ’n handmasjiene volmaak of leegmaak;
- (17) volgens ’n vasgestelde volume volmaak of volgens ’n gestelde skaal weeg of volgens ’n vasgestelde maat meet;
- (18) tuinmaak, d.w.s. onder toesig plant, spit, hark, gras sny, of natmaak of tuinmateriale strooi of meng of heining knip of paadjies of paaie skoonmaak of vee;
- (19) goedere of enige ander artikels oplaai, dra, verpak, uitpak, verskuif, opstapel of afstapel en ’n handvoertuig stoot of trek;
- (20) latrines, stalle, buitegeboue of soortgelyke geboue of bouwerk witkalk of ontsmet;
- (21) op- of aflaai;
- (22) klip, grond, klei of sand losmaak, uithaal, breek of strooi, of slole, fondamente of ander uitgrawings grawe;
- (23) vuurmaak, vure aan die gang hou of uittrek of afval of as verwyder;
- (24) tee of soortgelyke drankie maak of tee of ander versiersings aan werknemers bedien;
- (25) dagha, beton, klip of bitumen met die hand meng of beton of bitumen met skopgraaf, hark, vurg of kruiwa spreid;
- (26) krane of kleppe onder toesig oop- of toemaak;
- (27) deure, vensters, boligte, tenks, kaste, bale, sakke, dromme of pakkies oop- of toemaak of verseël, maar nie deur dit te soldeer nie;
- (28) rolle en vooraf gesorteerde en getelde rieme papier, karton, bordpapier en strooibord in pakkies verpak;
- (29) beton in vorms vasstamp of instamp of beton in fondamente vasstamp;
- (30) elektrolitieseldeure of grafiet onder toesig verwyder of vervang, maar nie met behulp van gereedskap nie;
- (31) afvalmetaal opbreek en afvalyster onder toesig sorteer;
- (32) afvalpapier sorteer;
- (33) pekelvlakke in pekelbottels wat aan elektrolitieselle verbind is, dop hou en aan ’n bediener rapporteer;
- (34) olie vir malariabestryding spuit;
- (35) wissels in fabriekswerf, ander toesig verander;
- (36) rottingstenks leegmaak en rioolvuil verwyder;
- (37) stene met ’n handsteenmasjiene maak;
- (38) by spoorwegkruisings met ’n vlag sein;

„guillotineman, class II,” means an employee who controls, operates and adjusts a guillotine which cuts and trims board into sheets of specified size;

„handyman” means an employee engaged in making minor repairs or adjustments to machinery, plant or other equipment and who may effect minor repairs to buildings;

„incentive bonus work” means any system of extra payment over and above basic pay, paid at the discretion of the management as a reward for measured effort in excess of a minimum standard;

„induna” means an employee who, under supervision, maintains order or discipline in a compound;

„laboratory assistant” means an employee who, under the supervision of a chemical technician, prepares samples and who may make initial or routine tests and record the results thereof;

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

- (1) Applying tar, grease, bitumen compounds or other preservatives to pipes, drums, tanks or supporting structures or electrolytic cell frames or any other containers;
- (2) assisting an operator in the changing of felts or wires;
- (3) assisting an operator to remove rolls and stacks of paper from machines or cleaning away paper from machines;
- (4) assisting artisans or handymen, but not using tools;
- (5) assisting on delivery vehicles other than driving or effecting repairs;
- (6) branding, marking, stencilling, rubber stamping or affixing labels to reams, boxes, bales, bags, drums or other packages;
- (7) cleaning, peeling or cutting vegetables;
- (8) cleaning, polishing or washing premises, vehicles, plant, machinery, tools, implements, utensils or overalls or other clothing;
- (9) collecting or delivering letters, messages, samples or other articles on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- (10) cutting down or destroying trees or vegetation and cutting, sawing or chopping timber;
- (11) demolishing buildings or other structures under supervision;
- (12) feeding board into or removing board from dryer, press, damper, glazer or board machines;
- (13) feeding material by hand into elevators, conveyors, balers, process vats, tanks, beaters, pulpers or other vessels;
- (14) feeding or loading under supervision a super calender machine, cutting machine, embosser machine or a reeler machine or feeding or taking off products to or from any machine;
- (15) filling motor vehicle tanks with petrol, fuel oil or water;
- (16) filling or emptying tins, bags, bottles or other containers by hand or hand operated machine;
- (17) filling to a set volume or weighing to a set scale or measuring to a set measure;
- (18) gardening work (i.e. planting under supervision, digging, raking, mowing or watering or spreading or mixing gardening materials or trimming hedges or cleaning or sweeping roads or paths);
- (19) lifting, carrying, packing, unpacking, moving, stocking or unstacking goods or any other articles and pushing or pulling a manually propelled vehicle;
- (20) lime-washing or disinfecting latrines, stables, outbuildings or similar buildings or structures;
- (21) loading or unloading;
- (22) loosening, taking out, breaking or spreading stone, soil, clay or sand or digging trenches, foundations or other excavations;
- (23) making, maintaining or drawing fires or removing refuse or ashes;
- (24) making tea or other similar beverages or serving tea or other refreshments to employees;
- (25) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (26) opening or closing cocks or valves under supervision;
- (27) opening or closing doors, windows, fanlights, tanks, boxes, bales, bags, drums or packages or the sealing of these otherwise than by soldering;
- (28) packing reels and previously sorted and counted reams of paper, cardboard, paperboard or strawboard into packages;
- (29) ramming or tamping concrete into moulds or ramming concrete into foundations;
- (30) removing or replacing electrolytic cell doors or graphite under supervision, but not with the use of tools;
- (31) breaking up metal scrap and sorting scrap iron under supervision;
- (32) sorting waste paper;
- (33) watching brine levels in brine bottles attached to electrolytic cells and reporting to an operator;
- (34) anti-malarial oil spraying;
- (35) changing points in mill yard under supervision;
- (36) emptying septic tanks and disposal of sewage;
- (37) making bricks with hand operated brick making machine;
- (38) flagging at rail crossings;

"leerling" 'n manlike werknemer onder een-en-twintig wat leer en onderrig ontvang in enige of alle afdelings of aktiwiteite van 'n inrigting in die Pulp- en Papiernywerheid en wat verplig of toegelaat kan word om onder toesig enige plig of werksaamheid te onderneem of om enige werk in soanige inrigting te doen;

"chloorvloeistof- en chloorkalkbediener" 'n werknemer wat 'n installasie vir die droogmaak en vloeibaarmaaking van chloorgas bedien en stel en houers met hierdie vloeistof volmaak, en wat 'n installasie v.r die produksie van chloorkalk bedien;

"chloorvloeistofbediener" 'n werknemer wat chloorvloeistof van een houer na die ander oorgooi en houers met chloorvloeistof volmaak en wat sodanige houers toemaak en verseël;

"lokomotiefdrywer" 'n werknemer verantwoordelik vir die dryf van 'n lokomotief, op watter wyse ook al aangedryf, op spore binne die fabrieksterrein;

"masjienbediener" 'n werknemer wat in beheer is van en verantwoordelik is vir die bediening, beheer en stel van 'n papier- of bordpapiermasjien wat een of meer van of al die volgende produkte vervaardig, naamlik papier, karton, bordpapier en strooibord;

"grysbordmasjienbediener" 'n werknemer wat verantwoordelik is vir die bereiding van veselmateriaal en die verwerking daarvan in afgewerkte grysbord;

"motorgeneratorbediener" 'n werknemer wat toesig hou oor motorgeneratorstelle, hulle bedien en beheer deur middel van 'n wisselspanningreostaat of soortgelyke reëlaar;

"motorhyserbediener" 'n werknemer wat 'n motorvurkwa op fabriekspersoneel bestuur en bedien;

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n fabrieksvoertuigdrywer of chauffeur, wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordskrywing omvat "n motorvoertuig dryf" alle tydperke waarin gedryf word en alle tyd wat die drywer aan die voertuig of die vraag bestee en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te dryf;

"smeerder" 'n werknemer wat masjinerie, toerusting of voertuie, uitgesonderd motorvoertuie, olie of smeer;

"verpakker-weër" 'n werknemer wat bordpapier in velle of rolle verpak, toedraai en weeg, en etikette aan sulke pakke sit, en wat besonderhede oor die inhoud van sulke pakke kan aanteken;

"papier" vir die toepassing van die woordskrywings van snymasjienbediener klas I, kookkeelbediener klas I, droogendbediener klas I, valmesbediener klas I, masjienbediener, oprolmasjienbediener klas I en sorteerder klas I, papier wat bestem is vir gebruik vir skryf- of drukdoeleindes, en in die Pulp- en Papiernywerheid onderskeidelik as skryfpapier en drukpapier bekend staan, en dit omvat alle papier, uitgesonderd papier of bordpapier gemaak op 'n Fourdriniermasjien en nege duisendste van 'n duim of meer dik is, en uitgesonderd papier wat bestem is vir die maak van sakke of vir toedraai-doeleindes en in die Pulp- en Papiernywerheid as "kraft" bekend staan;

"Pulp- en Papiervervaardigingsnywerheid" die nywerheid waarin werkgewers en werknemers geassosieer is om een of meer van die volgende werksaamhede te verrig:—

- Die vervaardiging van papier en/of karton en/of bordpapier en/of strooibord;
- die vervaardiging van pulp met die doel om die artikels te vervaardig wat in (a) genoem word;
- die vervaardiging van alle nuweprodukte, deur werknemers wat die werksaamhede verrig wat in (a) en (b) genoem word;

en omvat alle werksaamhede wat daarby hoort en daaruit voortvloei;

"pulpbleikmasjienbediener" 'n werknemer wat 'n installasie vir die bleik van houtpulp bedien, beheer en stel;

"pulpverwerkbediener" 'n werknemer wat masjinerie bedien, beheer en stel wat ontwerp is om pulp te sif en pulp in velle of lae te verwerk;

"pulpverwerkbediener klas II" 'n werknemer wat, onder toesig, 'n "Kamyr"-masjien bedien wat kraft of halfchemiese pulp in velvorm produseer;

"pompmann" 'n werknemer wat toesig hou oor pompe, filters, besinkdamme of dekanteertoestelle, hulle bedien en stel;

"pompmann klas II" 'n werknemer wat, onder toesig, 'n installasie vir die pomp en verheldering van water bedien;

"oprolmasjienbediener klas I" 'n werknemer wat 'n papier-splits- en oprolmasjien bedien, beheer en stel;

"oprolmasjienbediener klas II" 'n werknemer wat 'n bord-splits/oprolmasjien bedien, beheer en stel;

"skofwerker" 'n werknemer wat dieselfde getal ure op alle gewone skofte in 'n nywerheid werk wat as 'n werksaamheid waarin ononderbroke werk deur middel van drie skofte per dag nodig is, verklaar is;

"korttyd" 'n tydelike vermindering van die gewone getal werkeure weens 'n bedryfslapte, tekort aan grondstowwe, of 'n algemene onklaarraking van installasie of masjinerie veroorsaak deur 'n ongeval of onvoorsiene noodgeval;

"lymmaker" 'n werknemer wat verantwoordelik is vir die vervaardiging van papierfabrieklym;

"lymmaker klas II" 'n werknemer wat, onder toesig, 'n installasie vir die vervaardiging van papierfabrieklym bedien;

"sodawinningbediener" 'n werknemer wat verantwoordelik is vir die bediening van alle toerusting wat gebruik word vir die winning van chemikalieë uit vloeistowwe wat uit die houtkookproses ontstaan;

"learner" means a male employee under the age of twenty-one years engaged in learning and being instructed in any or all sections or activities of an establishment in the pulp and paper manufacturing industry and who may be required or permitted, under supervision, to undertake any duty or operation or to do any work in such establishment;

"liquid chlorine and chloride of lime operator" means an employee who controls, operates and adjusts a plant for the drying and liquification of chlorine gas and the filling of this liquid into containers and who operates a plant for the production of chloride of lime;

"liquid chlorine filling operator" means an employee engaged in transferring liquid chlorine and filling containers with liquid chlorine and who closes and seals such containers;

"locomotive driver" means an employee responsible for operating a locomotive, whatever means of power, on railway lines within the factory area;

"machineman" means an employee who is in charge of and is responsible for the operation, control and adjustment of a paper or board machine making one or more or all of the following products, namely, paper, cardboard, paperboard and strawboard;

"millboard plant operator" means an employee who is responsible for the preparation of fibrous material and its conversion into finished millboard;

"motor generator attendant" means an employee who supervises, operates and controls motor generator sets by a variable voltage rheostat or similar regulator;

"motor lift operator" means an employee engaged in driving and operating a motor lift truck on factory premises;

"motor vehicle driver" means an employee, other than a factory vehicle driver or chauffeur, 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;

"oiler and greaser" means an employee engaged in oiling or greasing machinery, equipment or vehicles, other than motor vehicles;

"packer-weigher" means an employee engaged in packing, wrapping and weighing board in sheets or reels and labelling the packages and who may record particulars of the contents of such packages;

"paper" means, for the purpose of the definitions of cutterman class I, digester operator class I, dryerman class I, guillotineman class I, machineman, reelerman class I and sorter class I, paper intended for use as writing or printing paper, known in the Pulp and Paper Manufacturing Industry as "writings" and "printings" respectively, and includes all paper other than paper or paperboard formed on a Fourdrinier machine of a thickness of nine-thousandths of an inch or over and other than paper intended for bag making or wrapping purposes, known in the Pulp and Paper Manufacturing Industry as "Kraft";

"Pulp and Paper Manufacturing Industry" means the Industry in which employers and employees are associated for the carrying on of one or more of the following activities:—

- The manufacture of paper and/or cardboard and/or paperboard and/or strawboard;
- the manufacture of pulp for the purpose of manufacturing the articles referred to in (a);
- the manufacture of any by-products by employers engaged in the activities referred to in (a) and (b);

and includes all activities incidental thereto or consequent thereon;

"pulp bleaching operator" means an employee who operates, controls and adjusts a plant for the bleaching of wood pulp;

"pulp handling operator" means an employee who operates, controls and adjusts machines for the screening and conversion of pulp into sheets or laps;

"pulp handling operator, class II," means an employee who, under supervision, operates a "Kamyr" machine producing Kraft or semi-chemical pulp in sheet form;

"pumpman" means an employee who supervises, operates and adjusts pumps, filters, settling dams or decanters;

"pumpman, class II," means an employee who, under supervision, operates a plant for the pumping and clarification of water;

"reelerman, class I," means an employee who operates, controls and adjusts a paper slitter-reeler machine;

"reelerman, class II," means an employee who operates, controls and adjusts a board slitter-reeler machine;

"shift worker" means an employee who works for the same number of hours on all normal shifts in an industry which has been declared an activity in which continuous working by means of three shifts per day is necessary;

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

"size-maker" means an employee who is responsible for the manufacture of papermaker's size;

"size-maker, class II," means an employee who, under supervision, operates plant for the manufacture of papermaker's size;

"soda recovery operator" means an employee who is responsible for the operation of all equipment used for the recovery of chemicals from liquors resulting from the digestion of wood;

- "sodaoplossingbereider" 'n werknemer verantwoordelik vir die byvoeging van bytsoda by water om 'n oplossing van die vereiste gehalte te verkry;
- "natriumhipochlorietbereider" 'n werknemer wat verantwoordelik is vir die bereiding van natriumhipochloriet en wat 'n natriumhipochlorietinstallasie kan bedien;
- "sorteerder klas I" 'n werknemer wat papier nagaan vir skeure, foute of defekte, en wat velle papier kan tel;
- "sorteerder klas I, gekwalifiseer," 'n sorteerder met minstens twee jaar ondervinding;
- "sorteerder klas I, ongekwalifiseer," 'n sorteerder met minder as twee jaar ondervinding;
- "sorteerder klas II" 'n werknemer wat bordpapier nagaan vir skeure, foute of defekte en wat velle bordpapier kan tel;
- "stoorman of pakhuismeester" 'n werknemer wat verantwoordelik is vir voorrade en vir die ontvang, kontroleer, weeg, stoor, bymekaarmaak, verpak en uitpak van voorrade en wat daarvoor verantwoordelik is om die beweging van voorrade in 'n stoor of pakkamer aan te teken en om goedere van 'n stoor of pakhuis aan afdelings uit te reik of by afdelings af te lewer of om goedere te versend;
- "hoogkalandermasjiëbediener" 'n werknemer wat verantwoordelik is vir bevoigtigers en hoogkalandermasjiëne en wat sodanige toestelle en masjiëne beheer, bedien en stel;
- "hoogkalandermasjiëbediener klas II" 'n werknemer wat, onder toesig, 'n hoogkalandermasjië vir bordpapier bedien;
- "turbinebediener" 'n werknemer wat 'n stoomturbine en/of dieselgeneratorstel bedien en beheer maar uitgesonderd om sodanige stoomturbine of dieselgeneratorstelsel aan te sit en in werking te stel;
- "leëgewig" die gewig van enige motorvoertuig of sleepwa, soos aangegee op 'n lisensie of sertifikaat uitgereik ten opsigte van sodanige motorvoertuig of sleepwa, deur enige owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;
- "loon" die gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van gewone werkure in klousule 6 voorgeskryf;
- "was-filtreertoestelbediener" 'n werknemer wat vakuütoestelle en -siwwe vir die was en sif van pulp vóór die bleikproses, bedien, kontroleer en stel;
- "was-filtreertoestelbediener klas II" 'n werknemer wat, onder toesig, vakuütoestelle en -siwwe bedien, beheer en stel wat ontwerp is om pulp te was en te sif;
- "wag" 'n werknemer wat persele, geboue, hekke, voertuie en ander eiendom bewaak;
- "houtbereider" 'n werknemer wat in bevel van 'n houtvoor-raadskuur is en wat 'n installasie vir die verwerking van hout tot spaanders bedien en stel, en wat vir so 'n installasie verantwoordelik is.

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word dit geag dat hy aan die klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LOON.

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, moet wees soos hieronder uiteengesit:—

(a) *Werknemers, uitgesonderd los werknemers.*

	Per Uur.	
	Witwaters- rand- gebied. s. d.	Alle ander gebiede. s. d.
Ambagsman.....	3 11	3 8
Graad I-werknemer—		
Gedurende eerste twee maande diens..	2 1	1 9
Na eerste twee maande diens.....	2 4	2 0
Na vier maande diens.....	2 8	2 4
Na een jaar diens.....	2 10	2 6
Na een en 'n halfjaar diens.....	2 11½	2 7½
Na twee jaar diens.....	3 1	2 9
Na twee en 'n halfjaar diens.....	3 2	2 11
Na drie jaar diens.....	3 3½	3 1½
Na vier jaar diens.....	3 5½	3 3½
Graad II-werknemer—		
Gedurende eerste twee maande diens..	2 0	1 9
Na eerste twee maande diens.....	2 3	2 0
Na vier maande diens.....	2 7	2 4
Na een jaar diens.....	2 9	2 6
Na een en 'n halfjaar diens.....	2 10½	2 7½
Na twee jaar diens.....	3 0	2 9
Na twee en 'n halfjaar diens.....	3 1	2 11
Na drie jaar diens.....	3 2	3 0
Graad III-werknemer—		
Gedurende eerste twee maande diens..	1 11	1 9
Na eerste twee maande diens.....	2 2	2 0
Na vier maande diens.....	2 6	2 4
Na een jaar diens.....	2 8	2 6
Na een en 'n halfjaar diens.....	2 9½	2 7½
Na twee jaar diens.....	2 11	2 9
Na twee en 'n halfjaar diens.....	3 0½	2 10½

- "soda solution operator" means an employee responsible for adding caustic soda to water to obtain a solution of the required strength;
- "sodium hypochlorite operator" means an employee who is responsible for the preparation of sodium hypochlorite and who may operate a sodium hypochlorite plant;
- "sorter, class I," means an employee engaged in checking paper for flaws, faults or defects and who may count sheets of paper;
- "sorter, class I, qualified," means a sorter who has had not less than two years' experience;
- "sorter, class I, unqualified," means a sorter who has had less than two years' experience;
- "sorter, class II," means an employee engaged in checking board for flaws, faults or defects and who may count sheets of board;
- "storeman or warehouseman" means an employee who is in charge of stores, and who is responsible for receiving, checking, weighing, storing, assembling, packing or unpacking goods and recording the movement of stores in a store or warehouse and for delivering or issuing goods from a store or warehouse to departments or for despatch;
- "super calenderman" means an employee who is responsible for and who controls, operates and adjusts dampers or super calender machines;
- "super calender operator, class II," means an employee who, under supervision, operates a super calender on board;
- "turbine attendant" means an employee who operates and controls a steam Turbine and/or Diesel Generator Set but excludes the starting up and placing on load;
- "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;
- "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;
- "wash filter operator" means an employee who operates, controls and adjusts vacuum filters and screens for the washing and screening of pulp prior to bleaching;
- "wash filter operator, class II," means an employee who, under supervision, operates, controls and adjusts vacuum filters and screens for washing and screening pulp;
- "watchman" means an employee engaged in guarding premises, buildings, gates, vehicles or other property;
- "wood preparation plant operator" means an employee who is in charge of a wood stock yard and who is responsible for and operates and adjusts a plant for the conversion of wood into chips.

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

4. WAGES.

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

(a) *Employees other than casual employees.*

	Per Hour.	
	Witwaters- rand Area. s. d.	All Other Areas. s. d.
Artisan.....	3 11	3 8
Grade I employee—		
During first two months of employment	2 1	1 9
After first two months of employment..	2 4	2 0
After four months of employment....	2 8	2 4
After one year of employment.....	2 10	2 6
After one-and-a-half years of employment.....	2 11½	2 7½
After two years of employment.....	3 1	2 9
After two-and-a-half years of employment.....	3 2	2 11
After three years of employment.....	3 3½	3 1½
After four years of employment.....	3 5½	3 3½
Grade II employee—		
During first two months of employment	2 0	1 9
After first two months of employment..	2 3	2 0
After four months of employment....	2 7	2 4
After one year of employment.....	2 9	2 6
After one-and-a-half years of employment.....	2 10½	2 7½
After two years of employment.....	3 0	2 9
After two-and-a-half years of employment.....	3 1	2 11
After three years of employment.....	3 2	3 0
Grade III employee—		
During first two months of employment	1 11	1 9
After first two months of employment	2 2	2 0
After four months of employment....	2 6	2 4
After one year of employment.....	2 8	2 6
After one-and-a-half years of employment.....	2 9½	2 7½
After two years of employment.....	2 11	2 9
After two-and-a-half years of employment.....	3 0½	2 10½

	Per Uur.	
	Witwaters- rand- gebied. s. d.	Alle ander gebiede. s. d.
Graad IV-werknemer—		
Gedurende eerste ses maande diens...	1 11	1 9
Gedurende tweede ses maande diens...	2 2	2 0
Gedurende derde ses maande diens...	2 4	2 2
Gedurende vierde ses maande diens...	2 6	2 4
Daarna.....	2 8	2 6
Graad V-werknemer—		
Gedurende eerste ses maande diens...	1 3	1 3
Gedurende tweede ses maande diens...	1 5	1 5
Gedurende derde ses maande diens...	1 7	1 7
Daarna.....	1 9	1 9
Leerling—		
Gedurende eerste drie maande diens...	0 10	0 10
Na drie maande diens.....	1 0	1 0
Na een jaar diens.....	1 3	1 3
Na een en 'n halfjaar diens.....	1 6	1 6
	Per week. In alle gebiede. £ s. d.	
Skeikundige tegnikus, gekwalifiseer.....	7 0 0	
Skeikundige tegnikus, ongekwalifiseer—		
Gedurende eerste jaar ondervinding.....	4 5 0	
Gedurende tweede jaar ondervinding.....	4 15 0	
Gedurende derde jaar ondervinding.....	5 10 0	
Gedurende vierde jaar ondervinding.....	6 5 0	
Voorman.....	8 5 0	
Assistent-voorman.....	8 0 0	
Voorvrou.....	5 0 0	
Handlanger.....	5 0 0	
Fabrieksklerk, gekwalifiseer.....	2 17 6	
Fabrieksklerk, ongekwalifiseer—		
Gedurende eerste ses maande ondervinding.....	2 6 0	
Gedurende tweede ses maande ondervinding.....	2 11 9	
Sorteerder klas I, gekwalifiseer.....	3 0 0	
Sorteerder klas I, ongekwalifiseer—		
Gedurende eerste ses maande ondervinding.....	1 10 0	
Gedurende tweede ses maande ondervinding.....	1 17 6	
Gedurende derde ses maande ondervinding.....	2 5 0	
Gedurende vierde ses maande ondervinding.....	2 12 6	
Motorvoertuigdrywer van 'n motorvoertuig waarvan die leëgewig saam met dié van 'n sleepwa of sleep- waens wat deur so 'n voertuig getrek word—		
(i) nie 6,000 lb. oorskry nie.....	4 5 0	
(ii) 6,000 lb. oorskry, maar nie 10,000 lb. nie.....	5 5 0	
(iii) 10,000 lb. oorskry.....	7 0 0	
Stoomwadyrwer.....	7 0 0	

Vir die toepassing van hierdie klousule beteken die uitdrukking „Witwatersrandgebied” die landdrosdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg en Vereeniging, en die uitdrukking „Kaapse Skiereiland” beteken die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad.

	<i>In die Witwaters- randgebied, die Kaapse Skiereiland en die Landdros- distrikte Durban en Port Elizabeth.</i>	<i>In alle ander gebiede.</i>
	<i>Per week.</i>	<i>Per week.</i>
	£ s. d.	£ s. d.
Graad VI-werknemer.....	2 0 0	1 13 6
Arbeider, ouer as 18 jaar.....	1 15 0	1 7 0
Arbeider, onder 18 jaar.....	1 6 6	1 0 0

Met dien verstande dat 'n arbeider wat sanitêre emmers verwyder, leegmaak, skoonmaak en terugplaas, die som van twee sjelings en ses pennies per week moet ontvang, benewens die weeklikse loon wat vir 'n arbeider voorgeskryf is.

(b) *Los werknemers.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens een- vyfde ontvang van die hoogste weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en wat dieselfde klas werk verrig as wat van 'n los werknemer vereis word om te verrig.

(c) *Diensttoelae.*—Benewens die lone voorgeskryf in subklousule (1) (a) moet 'n diensttoelae van 2d. per uur na 5 jaar, wat verhoog word tot 3d. per uur na 10 jaar en tot 4d. per uur na 15 jaar diens, aan ambagsmanne, graad I-, II- en III-werknemers en sorteerder klas I betaal word.

(d) *Lewenskostoelae.*—'n Lewenskostoelae soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, moet deur 'n werkgewer aan elk van sy werknemers betaal word, benewens die loon voorgeskryf in hierdie klousule.

	Per Hour.	
	Witwaters- rand Area. s. d.	All Other Areas. s. d.
Grade IV employee—		
During first six months of employment	1 11	1 9
During second six months of employment.....	2 2	2 0
During third six months of employment	2 4	2 2
During fourth six months of employment	2 6	2 4
Thereafter.....	2 8	2 6
Grade V employee—		
During first six months of employment	1 3	1 3
During second six months of employment.....	1 5	1 5
During third six months of employment	1 7	1 7
Thereafter.....	1 9	1 9
Learner—		
During first three months of employment	0 10	0 10
After three months of employment.....	1 0	1 0
After one year of employment.....	1 3	1 3
After one-and-a-half years of employment.....	1 6	1 6
	Per Week. In all Areas. £ s. d.	
Chemical technician, qualified.....	7 0 0	
Chemical technician, unqualified—		
During first year of experience.....	4 5 0	
During second year of experience.....	4 15 0	
During third year of experience.....	5 10 0	
During fourth year of experience.....	6 5 0	
Foreman.....	8 5 0	
Assistant Foreman.....	8 0 0	
Forewoman.....	5 0 0	
Handyman.....	5 0 0	
Factory clerk, qualified.....	2 17 6	
Factory Clerk, unqualified—		
During first six months of experience.....	2 6 0	
During second six months of experience.....	2 11 9	
Sorter, class I, qualified.....	3 0 0	
Sorter, class I, unqualified—		
During first six months of experience.....	1 10 0	
During second six months of experience.....	1 17 6	
During third six months of experience.....	2 5 0	
During fourth six months of experience.....	2 12 6	
Motor Vehicle driver of a motor vehicle the unladen weight of which together with any trailer or trailers drawn by such vehicle—		
(i) does not exceed 6,000 lb.....	4 5 0	
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	5 5 0	
(iii) exceeds 10,000 lb.....	7 0 0	
Steam wagon driver.....	7 0 0	

For the purpose of this clause the expression “Witwatersrand Area” shall mean the Magisterial District of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg and Vereeniging, and the expression “Cape Peninsula” shall mean the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown.

	<i>In the Witwaters- rand area, the Cape Peninsula and the Magisterial Districts of Durban and Port Elizabeth.</i>	<i>In all Other Areas.</i>
	<i>Per week.</i>	<i>Per Week.</i>
	£ s. d.	£ s. d.
Grade VI employee.....	2 0 0	1 13 6
Labourer, over the age of 18 years.....	1 15 0	1 7 0
Labourer, under the age of 18 years....	1 6 6	1 0 0

Provided that a labourer engaged in removing, emptying, cleaning or replacing sanitary pails shall be paid the sum of two shillings and sixpence per week in addition to the weekly wage prescribed for a labourer.

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

(c) *Service Allowance.*—In addition to the wages prescribed in sub-clause (1) (a) a service allowance of 2d. per hour after 5 years, increasing to 3d. per hour after 10 years and increasing further to 4d. per hour after 15 years' service shall be paid to artisans, Grades I, II and III employees and sorter class I.

(d) *Cost of Living Allowance.*—A cost of living allowance as prescribed by War Measure No. 43 of 1942, as amended from time to time, shall be paid by an employer to each of his employees in addition to the wage prescribed in this clause.

(e) 'n Werknemer wat op die datum van die inwerkingtreding van hierdie Ooreenkoms reeds 'n hoër loon ontvang en beter voordele geniet as dié wat in hierdie Ooreenkoms vervat is, moet steeds dié loon en voordele ontvang solank as wat hy by dieselfde werkgever in diens bly; met dien verstande dat 'n werkgever die basis van bonusse wat ooreenkomstig klousule 11 van hierdie Ooreenkoms betaal word, kan verander, behoudens die bepalinge van klousule 11 van die Ooreenkoms;

(2) *Kontraktbasis*.—Vir die toepassing van hierdie klousule is die basis van 'n werknemer se dienskontrak, uitgesonderd 'n los werknemer, weekliks, en behoudens soos bepaal in subklousule (3) en in klousule 5 (6) moet aan 'n werknemer per week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word, hetsy hy in dié week die maksimum getal ure, voorgeskryf in klousule 6, gewerk het of nie.

(3) *Differensiële lone*.—'n Werkgever wat 'n lid van een klas van sy werknemers verplig of toelaat om altesaam langer as een uur op 'n dag of gedurende enige skof, benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor—

(a) of 'n hoër loon as dié vir sy eie klas, of

(b) 'n stygende skaal wat eindig op 'n hoër loon as dié vir sy eie klas,

voorgeskryf word in subklousule (1), moet aan daardie werknemer ten opsigte van daardie dag of daardie skof—

(i) in die geval in paragraaf (a) genoem, minstens een-sesde van die hoër weekloon voorgeskryf in subklousule (1), betaal, en

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

Met dien verstande dat as die enigste verskil tussen klasse kragtens subklousule (1) op ondervinding, dienslengte, geslag of ouderdom berus, die bepalinge van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is, kragtens klousule 5 (1) maandeliks betaal word, moet dié loon bereken word teen 4½ maal die weekloon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(5) Vir die toepassing van hierdie klousule, uitgesonderd subklousule (2), beteken die uitdrukking „diens”, diens in die klas werk waarin die werknemer werksaam is.

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer*.—Behoudens soos bepaal in klousule 7 (3), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks, of as die werkgever en werknemer aldus ooreengekom het, maandeliks in kontant betaal word gedurende die werkure of binne 15 minute nadat opgehou is met werk vir die dag op die gewone betaaldag van die inrigting of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind.

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

(3) *Premies*.—Vir werkverskaffing aan of opleiding van 'n werknemer mag geen regstreekse of onregstreekse betaling aan 'n werkgever gedoen of deur hom aangeneem word nie.

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

(5) *Losies en inwoning*.—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Wysigingswet, 1945, of in die Naturelle Arbeid Reguleringswet, 1911, mag geen werkgever van sy werknemer vereis om by hom of by enige persoon of op enige plek deur hom aangewys, te loseer en in te woon of te loseer of in te woon nie.

(6) *Boetes en aftrekkings*.—'n Werkgever mag sy werknemer geen boetes ople nie, en ook nie bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

(a) met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siektebystand-, versekerings-, spaarvoorsorgs- of pensioenfondse of bydraes aan die vakverenigings; met dien verstande dat in die geval van 'n aftrekking vir siektebystand- of voorsorgsfondse genoem in die tweede voorbehoudsbepaling van klousule 9 (1), dit onnodig is om die werknemer se skriftelike toestemming te verkry;

(b) behoudens soos andersins in hierdie Ooreenkoms bepaal, as 'n werknemer van sy werk af wegbly, uitgesonderd op las of versoek van sy werkgever, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid bereken op die basis van die werknemer se weekloon wat hy op dié tyd-
stip ten opsigte van sy gewone werkure ontvang;

(c) 'n aftrekking van enige bedrag wat 'n werkgever by wet of kragtens 'n bevel van 'n bevoegde hof, verplig of toegelaat word af te trek;

(d) 'n aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie-Vrydag, Krugerdag, Gelofte- of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, 'n aftrekking van die loon wat hy sou ontvang het as hy op daardie dag gewerk het;

(e) An employee who at the date of coming into operation of this Agreement was in receipt of a higher wage prescribed and enjoying benefits in excess of those contained in the Agreement, shall continue to receive such wage and benefits while employed by the same employer; provided that an employer may vary the basis of bonuses paid, subject to the provisions of clause 11 of this Agreement.

(2) *Basis of Contract*.—For the purpose of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (3) and in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class and area whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 or less.

(3) *Differential Wage*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day or during any shift, either in addition to his own work or in substitution therefor, work of another class for which either—

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

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

is prescribed in sub-clause (1), shall pay to such employee in respect of that day or that shift—

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

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

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

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

(5) For the purposes of this clause, excluding sub-clause (2), the expression “employment” means employment in the class of occupation in which an employee is employed.

5. PAYMENT OF REMUNERATION.

(1) *Employee Other than a Casual Employee*.—Save as provided in clause 7 (3) any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, monthly, during the hours of work or within 15 minutes of ceasing work for the day on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day.

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

(3) *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.

(4) *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.

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

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

(a) With the written consent of his employee a deduction for a holiday, sick benefit, insurance, savings, provident or pension fund or subscriptions to the trade unions: Provided that in the case of a deduction for a sick benefit or provident fund referred to in the second proviso to clause 9 (1) the written consent of the employee need not be obtained;

(b) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

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

(d) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Kruger Day, Day of the Covenant or Christmas Day on which an employee is permitted not to work, of the wage which he should have received had he worked on such day;

- (e) as 'n werknemer toestem, of as daar kragtens die Naturelle (Stadsgebiede) Wysigingswet, 1945, of die Naturellearbeid Regelingswet, 1911, van hom vereis word om van sy werkgewer losies of inwoning of losies en inwoning aan te neem, 'n aftrekking van hoogstens die ondergenoemde bedrae of sodanige hersiene bedrag wat deur enige bevoegde Regeringsowerheid gepromu'geer kan word:—

In die Witwatersrand-gebied, die Kaapse Skiereiland en die Landdrostdistrikte Durban en Port Elizabeth.

Per week. Per maand.

	s. d.	£ s. d.
Losies.....	7 6	1 12 6
Inwoning.....	3 0	0 13 0
Losies en inwoning.....	10 6	2 5 6

In alle ander gebiede.

Per week. Per maand.

	s. d.	£ s. d.
Losies.....	5 0	1 1 8
Inwoning.....	3 0	0 13 0
Losies en inwoning.....	8 0	1 14 8

- (f) as die gewone werkure, in klousule 6 voorgeskryf, weens korttyd verminder word, 'n aftrekking ten opsigte van elke uur van sodanige vermindering, van die werknemer se weekloon gedeel deur ses-en-veertig; met dien verstande dat geen bedrag afgetrek mag word nie—

- (i) in die geval van korttyd weens 'n tydelike handel-slapte, tekort aan grondstowwe, spoorwegtrokke of weens ongunstige weerstoestande, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus in te kort;
- (ii) in die geval van korttyd veroorsaak deur 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of onvoorsiene noodgeval, ten opsigte van die eerste skof wat nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat geen werk beskikbaar sou wees nie.

6. GEWONE WERKURE EN OORTYD EN BESOLDIGING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag hoogstens die volgende wees:—

- (a) in die geval van 'n werknemer wat 'n sesdaagse week werk, uitgesonderd 'n skofwerker—

- (i) ses-en-veertig uur in enige week van Maandag tot Saterdag;
- (ii) agt uur op enige dag, tensy die ure op een dag nie meer as vyf is nie; in dié geval mag die ure op die ander dae nie meer as agt en 'n half op enige dag wees nie, maar sodat die maksimum nie meer as ses-en-veertig in enige week is nie;

- (b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, uitgesonderd 'n skofwerker—

- (i) ses-en-veertig in enige week van Maandag tot Vrydag;
- (ii) nege en een-vyfde uur op enige dag;

- (c) in die geval van 'n skofwerker—

- (i) ses-en-veertig in enige week;
- (ii) agt uur op enige dag, maar die maksimum gewone ure per week mag nie meer as ses-en-veertig wees nie.

(2) *Los werknemer.*—Die gewone werkure van 'n los werknemer moet hoogstens agt en 'n half op enige dag wees.

(3) *Etenspouse.*—'n Werkgewer mag 'n werknemer, uitgesonderd 'n skofwerker, nie verplig of toelaat om langer as vyf uur aanmekeer te werk sonder 'n etenspouse van minstens een uur nie waarin 'n werknemer nie verplig of toegelaat mag word om enige werk te doen nie, en dit word geag dat sodanige pouse nie deel van die gewone werkure of oortyd is nie: Met dien verstande dat—

- (i) indien sodanige pouse langer as 'n uur duur, enige tydperk langer as een en 'n kwart uur as gewone werkure beskou word;
- (ii) werktydperke wat onderbreek word deur pouses van korter as 'n uur, as aaneenlopend beskou moet word.

(4) *Ruspouse.*—'n Werkgewer moet aan elke van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan die middel van elke oggend- en namiddagwerktydperk, en gedurende hierdie pouse moet die werknemer nie verplig of toegelaat word om enige werk te verrig nie, en daar word geag dat sodanige pouse deel van die gewone werkure uitmaak.

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

(6) *Oortyd.*—Alle tyd wat 'n werknemer bo die getal ure, voorgeskryf in subklousules (1) en (2), gewerk het, moet as oortyd beskou word.

(7) *Beperking van oortyd.*—'n Werkgewer mag sy werknemer nie verplig of toelaat om langer as tien uur in 'n week oortyd te werk nie.

- (e) when an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder or such revised amount as may be promulgated by competent Government authority.

In the Witwatersrand area, the Cape Peninsula and the Magisterial Districts of Durban and Port Elizabeth.

Per Week. Per Month.

	s. d.	£ s. d.
Board.....	7 6	1 12 6
Lodging.....	3 0	0 13 0
Board and Lodging.....	10 6	2 5 6

In all Other Areas.

Per Week. Per Month.

	s. d.	£ s. d.
Board.....	5 0	1 1 8
Lodging.....	3 0	0 13 0
Board and Lodging.....	8 0	1 14 8

- (f) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by forty-six: Provided that no deduction shall be made—

- (i) in the case of short-time arising out of temporary slackness of trade, shortage of raw material, railway trucks or owing to adverse weather conditions unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
- (ii) in the case of short-time arising out of a general breakdown of plant or machinery caused by accident or other unforeseen emergency, in respect of the first shift not worked, unless the employer has given his employee notice on the previous day that no work will be available.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

- (a) in the case of an employee who works a six-day week, other than a shift worker—

- (i) forty-six hours in any week from Monday to Saturday;
- (ii) eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day but so that the maximum shall not exceed forty-six hours in any week;

- (b) in the case of an employee who works a five-day week, other than a shift worker—

- (i) forty-six hours in any one week from Monday to Friday;
- (ii) nine and one-fifth hours on any day;

- (c) in the case of a shift worker—

- (i) forty-six hours in any week;
- (ii) eight hours on any day but the maximum ordinary hours per week shall not exceed forty-six.

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

(3) *Meal Intervals.*—An employer shall not require or permit an employee, other than a shift worker, to work for more than five hours continuously without a meal interval of not less than one hour during which such employee shall not be required or permitted to perform any work and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

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

(4) *Rest Intervals.*—An employer shall grant to each of his employees, other than a shift worker, a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work period during which such 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 (3) and (4) all hours of work shall be consecutive.

(6) *Overtime.*—All hours worked in excess of the maximum number of ordinary hours of work prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than ten hours in any week.

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in subklousules (1) tot en met (7), mag 'n werkgewer 'n vroulike werknemer nie verplig of toelaat om—

- (a) tussen 6 namiddag en 6 voormiddag te werk nie;
- (b) na 1 namiddag te werk op meer as vyf dae in 'n week nie;
- (c) langer as twee uur oortyd op enige dag te werk nie;
- (d) op meer as drie agtereenvolgende dae oortyd te werk nie;
- (e) na voltooiing van haar gewone werke langer as een uur oortyd op enige dag te werk nie, tensy hy—

- (i) sodanige werknemer voor die etenspouse van daardie dag daarvan in kennis gestel het; of
- (ii) sodanige werknemer van 'n geskikte ete voorsien het voordat sy oortyd begin werk; of
- (iii) sodanige werknemer minstens twee sjielings en ses pennies betyds betaal het om haar in staat te stel om 'n ete te bekom en dit te nuttig voordat oortyd begin.

(9) *Betaling vir oortyd.*—'n Werkgewer moet aan sy werknemer vir alle oortyd deur hom gewerk, besoldiging betaal teen 'n skaal van minstens een en 'n derde maal die werknemer se gewone loon.

(10) *Voorbehoude.*—Die bepalings van hierdie klousule is nie van toepassing op 'n nagwag of 'n werknemer wat minstens £780 per jaar (lewenskostetoelae ingesluit) verdien nie en subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat werk verrig wat noodsaaklik gedoen moet word as gevolg van 'n algemene onklaarraking van installasie, masjinerie of ander onvoorsiene noodgeval nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooide jaar diens by hom, die volgende toestaan:—

- (a) In die geval van ambagsmanne, graad I, II- en graad III-werknemers en wagte, drie opeenvolgende weke verlof;
- (b) in die geval van klas I-sorteerders—

- (i) twee weke verlof ten opsigte van die eerste voltooide tydperk van twaalf maande diens;
- (ii) drie weke verlof ten opsigte van elke daaropvolgende voltooide tydperk van twaalf maande diens;

- (c) in die geval van alle ander werknemers, twee opeenvolgende weke verlof met volle besoldiging.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word: Met dien verstande dat—

- (i) as sulke verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande na voltooiing van die jaar waarop dit betrekking het;
- (ii) die tydperk van verlof nie met siekteverlof, toegestaan ingevolge klousule 9, of met enige tydperk waarin die werknemer vredestrydse opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet meemaak, mag saamval nie;
- (iii) as Nuwejaarsdag, Goede Vrydag, Krugerdag, Gelofte-dag of Kersdag binne die tydperk van die verlof val, nog 'n dag ter vervanging van elke sodanige dag as bykomende verlof met volle besoldiging by genoemde tydperk gevoeg moet word;
- (iv) 'n werkgewer enige dag geleentheidsverlof met volle betaling wat op die skriftelike versoek van sy werknemer gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, aan sy werknemer toegestaan is, van sodanige verloftydperk kan aftrek.

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

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer eindig voor die tydperk van verlof wat in subklousule (1) voorgeskryf word, opge-loop het, moet, behoudens soos bepaal in die vierde voorbehoude-bepaling van subklousule (2), by dié beëindiging in plaas van verlof en ten opsigte van elke volle maand diens van die tydperk van minder as een jaar, minstens die volgende betaal word:—

- (a) In die geval van 'n werknemer genoem in paragraaf (a) en (b) (ii) van subklousule (1), 'n kwart van sy weekloon;
- (b) in die geval van 'n werknemer genoem in paragraaf (b) (i) en (c) van subklousule (1), een sesde van die weekloon wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging.

(5) 'n Werknemer wat op 'n tydperk van verlof kragtens subklousule (1) geregtig geword het en wie se dienskontrak voor die toestaan van die verlof eindig, moet onmiddellik by sodanige beëindiging die bedrag ontvang wat hy as volle betaling ten opsigte van die verlof sou ontvang het as die verlof aan hom toegestaan was.

(6) Vir die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk of tydperke omvat waarin die werknemer—

- (a) met verlof afwesig is kragtens subklousule (1);
- (b) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (c) kragtens klousule 9 met siekteverlof afwesig is;
- (d) enige vredestrydse opleiding meemaak waartoe hy kragtens die Zuid Afrika Verdedigings Wet, 1912, verplig is;

(8) *Female Employees.*—Notwithstanding anything to the contrary in sub-clauses (1) to (7) inclusive, an employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 p.m. on more than five days in any week;
- (c) overtime for more than two hours on any day;
- (d) overtime on more than three consecutive days;
- (e) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- (i) given notice thereof to such employee before the meal interval of that day; or

- (ii) provided such employee with an adequate meal before she has to commence overtime; or

- (iii) paid such employee not less than two shillings and six pennies in sufficient time to enable her to obtain, and partake of, a meal before the overtime is due to commence.

(9) *Payment of Overtime.*—An employer shall pay to his employee in respect of all overtime worked by the employee, remuneration at a rate not less than one and one-third times the employee's ordinary wage.

(10) *Savings.*—The provisions of this clause shall not apply to a watchman or an employee earning not less than £780 per annum including cost of living allowance and sub-clauses (3), (4), (5) and (7) shall not apply to an employee employed on work necessitated by a general break-down of plant or machinery or by other unforeseen emergency.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee in respect of each completed year of employment with him—

- (a) in the case of artisans, grades I, II and III employees, watchmen, three consecutive weeks' leave;

- (b) in the case of Sorters Class I—

- (i) two weeks' leave in respect of the first completed twelve months' service;

- (ii) three weeks' leave in respect of each succeeding completed twelve months' employment;

- (c) in the case of every other employee, two consecutive weeks' leave; 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—

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

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

- (iii) if New Year's Day, Good Friday, Kruger Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;

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

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

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

- (a) in the case of an employee referred to in paragraph (a) and (b) (ii) of sub-clause (1), one-fourth of the weekly wage;

- (b) in the case of an employee referred to in paragraph (b) (i) and (c) of sub-clause (1), one-sixth of the weekly wage,

he was receiving immediately before the date of such termination.

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

(6) For the 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) absent from work on the instructions or at the request of his employer;

- (c) absent on sick leave in terms of clause 9;

- (d) undergoing any peace training which he is required to do under the South Africa Defence Act, 1912;

wat altesaam in enige jaar hoogstens tien weke beloop ten opsigte van items (a), (b) en (c) plus enige opleiding meegemaak kragtens item (d), en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof kragtens enige wet geregtig geword het, vanaf die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Ooreenkoms en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar nog nie op verlof daarkragtens geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het, of vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, na gelang van die jongste datum.

8. VAKANSIEVERLOFBONUS.

Benewens enige verlofbesoldiging betaalbaar kragtens klousule 7, moet daar, as jaarlikse verlof toegestaan word, 'n vakansieverlofbonus van minstens £20 betaal word aan ambagsmanne, en Grade I-, II- en III-werknemers wat twaalf maande diens voltooi het, met dié voorbehoud dat as 'n werknemer met verlof gestuur word voordat hy twaalf maande diens voltooi het, daar aan hom 'n bedrag betaal moet word, *pro rata* bereken volgens die vakansievereiste wat voltooi is na die datum waarop die werknemer laas vir jaarlikse verlof gekwalifiseer het of vanaf die datum van indiensneming.

9. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer wat na een maand diens by hom van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, die volgende toestaan:—

- (a) In die geval van 'n werknemer wat 'n vyfdaagse week werk, tien werkdag;
- (b) in die geval van 'n werknemer wat 'n sesdaagse week werk, twaalf werkdag; en
- (c) in die geval van 'n werknemer wat 'n sewedaagse week werk, veertien werkdag;

siekteverlof altesaam gedurende enige jaar diens by hom en hy moet aan hom ten opsigte van die tydperk van afwesigheid ingevolge hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het. Met dien verstande dat 'n werkgewer van 'n werknemer waneer om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongesteldheid aantoon ten opsigte van elke tydperk van afwesigheid waarvoor daar betaling geëis word. Voorts met dien verstande dat as daar kragtens 'n ooreenkoms tussen die werkgewer en sy werknemers of tussen 'n werkgewer en 'n geregistreerde vakvereniging 'n siektebystand- of voorsorgsfonds in 'n inrigting bestaan of gestig kan word waaraan die werkgewer ten opsigte van elkeen van sy werknemers 'n bedrag bydra van minstens die bedrag wat elke sodanige werknemer betaal of moet betaal, en uit watter fonds 'n werknemer in die geval van afwesigheid van werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is), geregtig is om ten opsigte van so 'n afwesigheid of afwesighede altesaam in 'n jaar minstens 'n bedrag te ontvang wat gelyk is aan sy volle loon vir twee weke ten opsigte van afwesigheid of afwesighede onder omstandighede wat wesenlik vir die werknemer nie minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie. Voorts met dien verstande dat as 'n werkgewer by wet verplig word om hospitaaigeld te betaal ten opsigte van 'n werknemer en hy dié geld betaal, die bedrag aldus betaal, afgetrek kan word van die betaling verskuldig ten opsigte van siekte ingevolge hierdie klousule, maar hoogstens die bedrag wat betaalbaar is ten opsigte van enige tydperk van siekte waarvoor daar hierin voorsiening gemaak word.

(2) Vir die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk of tydperke omvat waarin 'n werknemer—

- (a) met verlof afwesig is kragtens klousule 7;
- (b) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (c) met siekteverlof afwesig is kragtens subklousule (1);
- (d) enige vredestrydse opleiding meemaak waartoe hy ingevolge die Zuid Afrika Verdedigings Wet, 1912, verplig is;

wat altesaam in enige jaar hoogstens tien weke beloop ten opsigte van items (a), (b) en (c) plus enige opleiding meegemaak kragtens item (d) en dit word geag dat diens begin vanaf die datum waarop 'n werknemer by sy werkgewer in diens getree het of vanaf die datum waarop hierdie Ooreenkoms van krag geword het, na gelang van die jongste datum.

10. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof en dit moet met volle besoldiging aan hom toegestaan word op Nuwejaarsdag, Goeie-Vrydag, Krugerdag, Geloftedag en Kersdag. Met dien verstande dat daar van 'n werknemer vereis kan word om op enige sodanige dag te werk. Voorts met dien verstande dat, in die geval van 'n werknemer wat 'n vyfdaagse week werk, dié bepalings van hierdie subklousule van toepassing is as sodanige vakansiedag op 'n Saterdag val.

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus any training undergone in terms of item (d), and employment shall be deemed to commence—

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

8. HOLIDAY LEAVE BONUS.

In addition to any leave remuneration payable in terms of clause 7, artisans, and grades I, II and III employees who have completed twelve months' service, shall be paid a holiday bonus of not less than £20 when annual leave is granted, with the proviso that where an employee is sent on leave before twelve months' completed service, he shall be paid an amount calculated *pro rata* to the holiday qualification completed after the date on which the employee last qualified for annual leave or from date of engagement.

9. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a five-day week, ten work days;
- (b) in the case of an employee who works a six-day week, twelve work days; and
- (c) in the case of an employee who works a seven-day week, 14 work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of any such absence: Provided further that where in any establishment there exists or may be established by virtue of an agreement between an employer and his employees or between the employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply and: Provided further that where an employer is by any law required to pay hospital fees in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

(2) 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 clause 7;
- (b) absent from work on the instructions or at the request of his employer;
- (c) absent on sick leave in terms of sub-clause (1);
- (d) undergoing any peace training which he is required to do under the South Africa Defence Act, 1912;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus any training undergone in terms of item (d) and employment shall be deemed to commence from the date on which an employee entered his employer's service or from the date of coming into operation of this Agreement, whichever is the later.

10. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and shall be granted leave on full pay on New Year's Day, Good Friday, Kruger Day, Day of the Covenant and Christmas Day: Provided that an employee may be required to work on any such day: Provided further that, in the case of an employee who works a five-day week, when such holiday falls on a Saturday, the provisions of this sub-clause shall apply.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Aan 'n werknemer, uitgesonderd 'n wag, wat verplig of toegelaat word om op Nuwejaarsdag, Goeie-Vrydag, Krugerdag of Gelofte-dag te werk, moet daar, behalwe die ekwivalente betaling vir 'n volle skof vir die vakansiedag, vir 'n volle skof betaal word.

(b) 'n Werknemer, uitgesonderd 'n wag, wat verplig is of toegelaat word om op Kersdag te werk, moet, behalwe die ekwivalente betaling vir 'n volle skof vir die vakansiedag, ook vir 'n volle skof betaal word en boonop moet een dag verlof aan hom toegestaan word.

As hierdie bykomende dag verlof nie toegestaan word nie, moet daar aan die betrokke werknemer 'n bykomende skof in plaas daarvan betaal word.

(c) Wanneer 'n los werknemer ook al op Nuwejaarsdag, Goeie Vrydag, Krugerdag, Gelofte-dag of Kersdag werk, moet sy werk-gewer aan hom vir elke sodanige dag minstens een-agtste van sy dagloon betaal vir elke uur of gedeelte van 'n uur deur hom gewerk plus die dagloon voorgeskryf in klousule 4 (1) (b);

Vir alle tyd wat daar op enige van die genoemde dae langer as die gewone skof gewerk word, moet 'n werknemer twee maal die gewone loon betaal word.

(3) *Betaling vir werk op Sondae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n skofwerker of los werknemer, op 'n Sondag werk, moet sy werk-gewer of—

(i) minstens dubbel die loon wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik in 'n gewone week werk, aan hom betaal; of

(ii) vir elke uur of gedeelte van 'n uur aldus gewerk, aan hom minstens een- en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en binne sewe dae van sodanige Sondag aan hom een dag vakansie toestaan en aan hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loon asof hy op dié vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) Wanneer 'n los werknemer ook al op 'n Sondag werk, moet sy werk-gewer aan hom minstens dubbel die dagloon betaal wat vir hom voorgeskryf is in klousule 4 (1) (b).

(c) Wanneer 'n skofwerker ook al op 'n Sondag werk, moet sy werk-gewer aan hom 'n loon betaal teen 'n skaal van minstens een en 'n half maal sy gewone loon vir die ure op sodanige Sondag gewerk: Met dien verstande dat as 'n skofwerker op 'n Sondag werk wat sy erkende diensvrydag is, sy werk-gewer aan hom minstens dubbel sy gewone loon moet betaal vir die ure op dié Sondag gewerk.

11. AANSPORINGSBONUSWERK.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens hierdie Ooreenkoms, uitgesonderd hierdie artikel, geregtig sou wees nie, kan 'n werk-gewer aan 'n werknemer 'n bykomende bonusbesoldiging betaal vir werk bo die basiese standaard deur die werk-gewer vasgestel.

(2) 'n Werk-gewer wat met 'n aansporingsbonusskema wil begin, moet dié voorneme bekendmaak aan die vakverenigings wat partye is by hierdie Ooreenkoms en wie se lede daarby betrokke is, en hy moet besonderhede van die stelsel publiseer in die werkplek van die betrokke werknemers, en 'n afskrif daarvan vir bewaring by die Sekretaris en alle lede van die Nywerheidsraad indien.

Ingeval die skema of enige wysiging daarvan nie die goedkeuring wegdra van die vakverenigingspartye nie, moet die saak onmiddellik bespreek word, en indien daar nie tot onderlinge ooreenkoms geraak word nie, moet dit laat vaar word.

12. UNIFORMS, OORPAKKE EN BESKERMDE KLERE.

'n Werk-gewer moet enige uniform, oorpak of beskermende klere wat hy van sy werknemer kan vereis om te dra, of wat hy kragtens enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in goeie toestand hou, en sulke uniforms, oorpakke en beskermende klere bly die werk-gewer se eiendom.

13. VERBOD OP INDIENSNAME VAN ENIGE PERSOON ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

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

14. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet 'n werk-gewer by beëindiging van die dienskontrak van sodanige werknemer, hom van 'n dienssertifikaat voorsien wat die volle name van die werk-gewer en sy werknemers, die aard van sy werk, die datums waarop werk begin en die kontrak beëindig is en die besoldigingskaal ten tye van sodanige beëindiging, aantoon: Met dien verstande dat in die geval van 'n werknemer wie se loon op 'n stygende skaal is op grondslag van die tydperk van diens of ondervinding, die werk-gewer sodanige werknemer van 'n dienssertifikaat moet voorsien.

15. BEÏNDIGING VAN KONTRAK.

(1) 'n Werk-gewer of sy werknemer moet minstens vier-entwintig uur kennis gee van sy voorneme om die dienskontrak te beëindig of 'n werk-gewer kan die dienskontrak sonder kennis-gewing beëindig deur minstens die volgende aan die werknemer te betaal:—

(a) In die geval van 'n werknemer wat 'n vyfdaagse week werk, een-vyfde van die weekloon wat die werknemer ontvang het onmiddellik voor die datum van diensbeëindiging;

(2) *Payment for Work on Public Holidays.*—(a) An employee, other than a watchman, who is required or permitted to work on New Year's Day, Good Friday, Kruger Day or Day of the Covenant, shall be paid a full shift in addition to receiving the equivalent pay for a full shift for the holiday.

(b) An employee, other than a watchman, who is required or permitted to work on Christmas Day, shall be paid for a full shift in addition to receiving the equivalent pay for a full shift for the holiday and in addition be granted a day's leave.

If this additional day's leave is not granted the employee concerned shall be paid an additional shift in lieu thereof.

(c) Whenever a casual employee works on New Year's Day, Good Friday, Kruger Day, Day of the Covenant or Christmas Day, his employer shall pay him for each such day not less than one-eighth of his daily wage for each hour or part of an hour worked by him plus the daily wage prescribed in clause 4 (1) (b).

For all time worked in excess of a normal shift on any of the days mentioned, an employee shall be paid at double rates.

(3) *Payment for Work on Sundays.*—(a) Whenever an employee, other than a shift worker or casual employee, works on a Sunday his employer shall either—

(i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a normal week day, or

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

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

(c) Whenever a shift worker works on a Sunday, his employer shall pay him at a rate not less than one and one-half times his ordinary wage for the hours worked on such Sunday: Provided that when a shift worker works on a Sunday which is his recognised day off, his employer shall pay him at a rate not less than double his ordinary wage for the hours worked on such Sunday.

11. INCENTIVE BONUS WORK.

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement other than this section, an employer may pay an employee additional bonus remuneration for work in excess of basic standards determined by the employer.

(2) An employer who wishes to introduce an incentive bonus scheme shall notify such intention to the trade union parties to this Agreement whose members are involved, and shall publish details of the scheme in the workplace of the employees concerned, filing a copy with the Secretary and all members of the Industrial Council.

Should the scheme or any subsequent amendment thereof not meet with the approval of the trade union parties, the matter will be debated forthwith and if no mutual agreement is reached, shall be abandoned.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition, free of charge, any uniforms, overalls or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee, and such uniform, overalls and protective clothing shall remain the property of the employer.

13. PROHIBITION OF EMPLOYMENT OF AN PERSON UNDER THE AGE OF FIFTEEN YEARS.

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

14. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, an employer shall upon termination of the contract of employment of such employee furnish him with a certificate of service showing the full names of the employer and his employee, the nature of his employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination: Provided that in the case of an employee whose wage is on a rising scale on the basis of period of employment or experience the employer shall furnish such employee with a certificate of service.

15. TERMINATION OF CONTRACT.

(1) An employer or his employee, shall give not less than twenty-four hours' notice of his intention to terminate the contract of employment or an employer may terminate the contract of employment without notice by paying the employee not less than—

(a) in the case of an employee who works a five-day week, one-fifth of the weekly wage the employee was receiving immediately before the date of termination;

- (b) in die geval van 'n werknemer wat 'n sesdaagse week werk, een-sesde van die weekloon wat die werknemer ontvang het onmiddellik voor die datum van diensbeëindiging; of
- (c) in die geval van 'n werknemer wat 'n sewedaagse week werk, een-sewende van die weekloon wat die werknemer ontvang het onmiddellik voor die datum van diensbeëindiging:

Met dien verstande dat dit nie inbreuk maak nie op—

- (i) die reg van 'n werkgever of 'n werknemer om die dienskontrak sonder kennisgewing te beëindig om enige rede wat wetlik as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf is;
- (iii) die toepassing van enige verbeurings of boetes wat by wet toegepas kan word ingeval 'n werknemer dros.
- (2) Ondanks andersluidende bepalinge in subklousule (1) moet die tydperk van kennis wat 'n werkgever of 'n werknemer moet gee om die dienskontrak van 'n werknemer wat deur sy werkgever van losies en inwoning voorsien word, te beëindig, minstens een week wees, en, behoudens hierdie diensopseggingstermyn is die bepalinge van subklousule (1) *mutatis mutandis* van toepassing op die beëindiging van die dienskontrak van sodanige werknemer.
- (3) As 'n ooreenkoms aangegaan is kragtens die tweede voorbehoudsbepaling van subklousule (1), moet die betaling in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn waarvoor daar ooreengekom is.
- (4) Die kennisgewing genoem in subklousule (1) mag nie gegee word nie gedurende, en geen tydperk daarvan mag saamval met 'n werknemer se afwesigheid—
- (a) met jaarlikse verlof kragtens klousule 7;
- (b) met siekteverlof kragtens klousule 9;
- (c) terwyl hy opleiding meemaak ingevolge die Zuid Afrika Verdedigings Wet, 1912.
- (5) Die diensopsegging genoem in subklousule (1) word van krag op die datum waarop dit gegee word, en kan behoudens soos bepaal in subklousule (4), te eniger tyd gegee word.

16. LEERLINGE.

Geen werkgever mag 'n werknemer as leerling in diens neem nie, behalwe op die voorwaarde dat geen werkgever enige werknemer as leerling in diens mag hê vir langer as drie jaar of nadat sodanige persoon die ouderdom van een-en-twintig jaar bereik het nie, na gelang van die kortste dienstydsperk.

17. VRYSTELLINGS.

- (a) Die Raad kan vrystelling verleen van enigeen van die bepalinge van hierdie Ooreenkoms.
- (b) Die Raad moet die voorwaardes waarop vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag is, vasstel, met dien verstande dat nadat die Raad sewe dae skriftelik kennis aan die betrokke persoon gegee het, hy 'n vrystellingsertifikaat kan intrek, of die tydperk waarvoor dit verleen is, verstryk het of nie.
- (c) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en waarin vermeld word—
- (i) die volle naam van die betrokke persoon;
- (ii) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (iii) die voorwaardes waarop vrystelling verleen word;
- (iv) die tydperk waarvoor vrystelling verleen word.
- (d) Die Sekretaris van die Raad moet—
- (i) alle sertifikate wat uitgereik word, in volgorde nommer;
- (ii) van elke sertifikaat wat uitgereik word, 'n afskrif hou;
- (iii) wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur;
- (iv) 'n afskrif van die vrystellingsertifikaat stuur aan die Afdelingsinspekteur van Arbeid in wie se gebied die vrystelling van krag is.

18. AGENTE.

Die Raad kan een of meer aangewese persone aanstel as agente om by die uitvoering van die bepalinge van hierdie Ooreenkoms te help. Die werkgevers en werknemers is verplig om die agente toe te laat om die ondersoek in te stel en dié boeke en/of geskrifte te ondersoek en dié persone te ondervra wat vir hierdie doel nodig kan wees.

19. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry moet elke werkgever die bedrag van 3d. per week aftrek van elk van sy werknemers vir wie 'n uurloon van 1s. 9d. en meer of 'n weekloon van meer as £3 voorgeskryf word in klousule 4 (1) (a) van die Ooreenkoms.

By die totaal van die bedrae aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale som vir die betrokke maand aan die Sekretaris van die Raad voor of op die vyftiende dag van die volgende maand stuur, tesame met 'n staat wat die totale getal betrokke werknemers aantoon.

- (b) in the case of an employee who works a six-day week, one-sixth of the weekly wage the employee was receiving immediately before the date of termination; or
- (c) in the case of an employee who works a seven-day week, one-seventh of the weekly wage the employee was receiving immediately before the date of termination.

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than the notice prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.
- (2) Notwithstanding anything to the contrary in sub-clause (1) the period of notice which an employer or an employee shall give to terminate the contract of employment of an employee who is provided by his employer with board and lodging, shall be not less than one week, and, subject to this period of notice, the provisions of sub-clause (1) shall apply *mutatis mutandis* to the termination of the contract of employment of such an employee.
- (3) When an agreement is entered into in terms of the second proviso to sub-clause (1) the payment in lieu of notice shall be proportionate to the period of notice agreed upon.
- (4) The notice referred to in sub-clause (1) shall not be given during, nor shall any period thereof run concurrently with, an employee's absence—
- (a) on annual leave in terms of clause 7;
- (b) on sick leave in terms of clause 9;
- (c) whilst undergoing training under the South Africa Defence Act, 1912.
- (5) The notice referred to in sub-clause (1) shall take effect from the date on which it is given and, save as provided in sub-clause (4) may be given at any time.

16. LEARNERS.

The employment by an employer of a person as a learner is prohibited except on or under the following condition:—

An employer shall not employ any person as a learner for more than three years or after such person has reached the age of twenty-one years, whichever period of employment is the shorter.

17. EXEMPTIONS.

- (a) The Council may grant exemption from any of the provisions of this Agreement.
- (b) The Council shall fix the conditions subject to which exemption is granted and the period during which such exemption shall operate, provided that the Council may, after seven days' notice has been given, in writing, to the person concerned, withdraw any exemption whether or not the period for which the exemption has been granted, has expired.
- (c) The Secretary to the Council shall issue to every person granted an exemption a licence, signed by him, setting out—
- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted;
- (iii) the conditions subject to which such exemption is granted;
- (iv) the period during which exemption shall operate.
- (d) The Secretary to the Council shall—
- (i) number consecutively all licences issued;
- (ii) retain a copy of each licence issued;
- (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
- (iv) forward a copy of the exemption to the Divisional Inspector of Labour in whose area the exemption is applicable.

18. AGENTS.

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of the employers and employees to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

19. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct an amount of 3d. per week from the earnings of each of his employees for whom an hourly rate of pay of 1s. 9d. and more or a weekly wage of more than £3 is prescribed in clause 4 (1) (a) of this Agreement.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the fifteenth day of the following month the total sum for the month in question to the Secretary of the Council, accompanied by a statement showing the total number of employees concerned.

20. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever wat dit nie ingevolge enige vorige Ooreenkoms van die Raad gedoen het nie, moet binne een maand vanaf die datum waarop die Ooreenkoms in werking tree en elke werkgever wat na daardie datum tot die Pulp- en Papiernywerheid toetree, moet binne een maand vanaf die datum waarop hy met werksaamhede begin, onderstaande besonderhede aan die Sekretaris van die Raad stuur—

- (a) volle naam en adres;
(b) besigheidsadres.

(2) As die werkgever 'n vennootskap of 'n maatskappy is, moet inligting ooreenkomstig subartikel (1) van hierdie artikel, asook die titel waaronder die vennootskap optree, ten opsigte van elke vennoot of die direkteure van die maatskappy verstrek word.

(3) Die Sekretaris van die Raad moet 'n register van werkgewers (met inbegrip van vennootskappe) byhou.

21. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van die Ooreenkoms en vir die leiding van werkgewers en werknemers mag hy menings uitspreek wat nie strydig met die bepalings daarvan is nie.

Namens die partye geteken in Johannesburg, op hede die Derde dag van Maart 1958.

M. W. RICHARDS,
Voorsitter van die Raad.
W. H. FARRER,
Ondervoorsitter van die Raad.
J. STANLEY H. REED,
Sekretaris van die Raad.

No. 1396.] [4 September 1959.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

PULP- EN PAPIERVERVAARDIGINGSNYWERHEID (UNIE VAN SUID-AFRIKA).

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge 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 Pulp- en Papiervervaardigingsnywerheid, gepubliseer by Goewermentskennisgewing No. 1395 van 4 September 1959, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

20. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not done so pursuant to any previous Agreement of the Council shall, within one month from the date on which the Agreement comes into operation and every employer entering the Pulp and Paper Industry after that date shall, within one month from the date of commencement of operation by him, forward to the Secretary of the Council the following particulars:—

- (a) Full name and address;
(b) business address.

(2) Where the employer is a partnership or a company, information in accordance with sub-section (1) of this section as well as the title under which the partnership operates, shall be furnished in respect of each partner or the directors of the company.

(3) The Secretary of the Council shall maintain a register of employers (including partnerships).

21. ADMINISTRATION OF AGREEMENT.

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

Signed on behalf of the parties at Johannesburg this third day of March, 1958.

M. W. RICHARDS,
Chairman of the Council.
W. H. FARRER,
Vice-Chairman of the Council.
J. STANLEY H. REED,
Secretary of the Council.

No. 1396.] [4 September 1959.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

PULP AND PAPER MANUFACTURING INDUSTRY (UNION OF SOUTH AFRICA).

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 Pulp and Paper Manufacturing Industry (Union of South Africa), published under Government Notice No. 1395 of the 4th September, 1959, 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.



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